

***Public Works Committee  
Meeting Agenda  
February 13, 2023 5:30 p.m.  
Fillmore Conference Room – Thurber  
Building***

1. February 13, 2023 / 5:30 p.m. Fillmore Conference Room -  
Thurber Community Building
2. Consider sale of Enterprise Drive land to the EDA.
3. Sanitary Sewer Report:
  - A. Review sewer back-up claim.
  - B. Sanitary Sewer Survey
4. City Engineer Report:
  - A. Development Standards & Fees Study – Introduction
  - B. Groen Park Pedestrian Bridge Update
  - C. 2023 Street Project Discussion and Wideth Proposal
5. S.C.S. Report:
  - A. Consider rate adjustment for snow hauling.
  - B. Review plans of maintenance facilities.
6. Greenstep Cities



**Members Present:** Councilors Paul Novotny and Mike Urban.

**Members Absent:** None.

**Others Present:** Craig Britton, Brian Burkholder, Joel Young and Mitch Irish.

**2023 Street Project:**

Shady Oak Park: The committee discussed the fact that Mayor Smith and Councilor Bluhm would like Shady Oak to continue to be used as a park. The committee members respected that position but discussed the wisdom of continuing camping at the park. One thought was to limit the size of campers that are allowed and to limit the duration that anyone can stay at the campsite. Another thought was to develop some sites in Mill Creek Park for larger units, however, some concern was expressed that the existence of campers in the park might negatively affect how the park is used by residents. Ultimately, it was determined that not a lot of money should be spent on camping features.

If the park is continued, the City should install more modern play equipment.

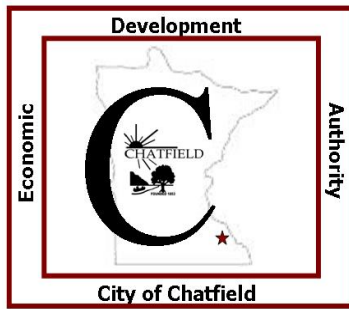
Sidewalk: Stick to the Sidewalk Plan which does not call for sidewalk along the streets that will be improved.

Street Width: Maintain the current street widths but try to minimize or eliminate the off-set of streets.

Water main loop through the park is desired but might be bid as an alternate.

Neighborhood meeting January 4<sup>th</sup>.

Discussion was held regarding liquidated damages on the 2022 Water Project. The project was 24 days late, the contractor explained that environmental conditions did not allow them to work more than four hours per day in October. In light of that, it was determined that damages should apply to just half of those days. The primary purpose of the damages would be to compensate the City for the extra risk associated with having the water tank off-line for the additional 24 days.



Chatfield Economic Development Authority  
Thurber Community Center - Chatfield Municipal Building  
21 Second Street SE  
Chatfield, MN 55923  
Voice 507.867.1523 Fax 507.867.9093  
[www.ci.chatfield.mn.us](http://www.ci.chatfield.mn.us)

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February 13, 2022

MEMO

To: Public Works Committee  
From: Chris Giesen, EDA  
RE: Purchase Offer: Lot 3 Enterprise Drive

**Background**

Joshua Broadwater, LLC has submitted an offer to purchase Lot 3 on Enterprise Drive. The purchase price offered is \$63,616.00 which is the city's full asking price.

- \$1,000 earnest money has been paid.
- Buyer requests:
  - o City supplies electrical transformer to site if not already installed (a rough estimate of up to \$2,500 was given by MiEnergy, but is dependent on location of building).
  - o City supplies 2" water hook up coupling for water main, buyer will install.
  - o Building rebate incentive for this purchase can be transferred to Lot 2.
- Closing is requested on 4/14/23, but buyer indicated to me that they are flexible – this date was chosen by them simply to have a date listed.

**Action Requested**

1. Decide if the buyer's requests are reasonable.
2. If so, recommend that council proceed with the sale.





## 360 Property View

1556 Enterprise Drive, Chatfield Twp, MN 55923

### Lots & Land

List #: **6324968**  
Status: **Active**

List Price: **\$63,616**  
Orig List Pr: \$63,616



Property ID: **260632000**  
Tax Year: **2022**  
Acres/Sqft: **0.514/22,390**  
Taxable Acres:  
Min Lot Size:  
Lot Size: **140x260**  
County: **Fillmore**  
Postal City: **Chatfield**  
School Dist: **227 - Chatfield (507-867-4210)**

Tax Amount: **\$0**  
Assess Bal: **\$0**  
Tax w/ Assess: **\$0**  
Assess Pend: **No**

Homestead: **No**  
Plat Recorded: **Yes**

List Date: **01/18/2023**  
Rcvd by MLS: **01/19/2023**

DOM: **15**  
CDOM:/PDOM: **0/15**

Directions: **Hwy 52 in Chatfield, north on Hillside Dr. (opposite golf course), west on enterprise drive**

### General Information

Legal Desc: **FINGERSON & DONAHOE FIRST SUBD LOT-003 BLOCK-002 LOT 3 BLOCK 2 FINGERSON & DONAHOE FIRST SUBDIVISION**

Section/Township/Range: **5/104/11**

Land Lease: **No**

Rnt License:

Fract Ownr: **No**

Comp/Dev/Sub: **Fingerson & Donahoe First Sub**

Fire #:

Insur Fee: **\$0**

Assoc Mgmt Comp:

Assoc Phone:

Assoc Fee: **\$0**

Restr/Covenant: **None**

Land Inclusions: **For Sale Sign, Platted, Survey Stakes**

Improvements: **Curbs, Paved Streets, Public Road, Sidewalks**

Utilities: **Electricity Available, Electricity Connected, Natural Gas Available, Natural Gas Connected, Phone**

**Available, Phone Connected, Sewer Available, Sewer Connected, Water Available, Water Connected**

Road Frontage: **City, Curbs, Paved Streets, Sidewalks, Street Lights**

Pasture Acres:

Zoning:

**Business/Commercial**

Wooded Acres:

Topography:

**Level**

Develop Status:

**Finished Lot(s)**

### Builder Information

Builder Restrict: **Open**

Bldr Assoc Mbr:

### Compensation & Financial

Buy Brkr Comp: **3.00%** Sub-Agt Comp:

Facilitator Comp: **1.50%**

Variable Rate: **No**

List Type: **Exclusive Right**

Lockbox Type:

Lockbox Source:

Assume Loan:

Listing Conditions: **Standard**

### Agent/Office Information

Listing Agent: **Todd Hadoff 507-259-5454**

Appointments: **ShowingTime**

Listing Office: **Property Brokers of Minnesota**

Office Phone: **507-282-1700**

CoList Agent: **Tim Danielson 507-259-9110**

CoList Office: **Elcor Realty of Rochester Inc.**

Office Phone: **507-282-3345**

MLS #: **6324968** [1556 Enterprise Dr., Chatfield Twp, MN 55923](#)



## EARNEST MONEY RECEIPT

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1. Date February 2nd, 2023

2. Time \_\_\_\_\_

3. Buyer's licensee representing or assisting Buyer represents that he/she has in his/her possession earnest money in  
4. the amount of \$ 1,000.00 , check number \_\_\_\_\_ ,

5. related to the Purchase Agreement dated February 2nd 2023 , for the property located at

6. 1556 Enterprise Drive SE  
(Street)

7. Chatfield MN 55923  
(City/State/Zip)

8. Buyer's licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced  
9. Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

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

11.  \_\_\_\_\_  
(Buyer's Name(s))

12.  Tim Danielson  
(Buyer's Licensee Representing or Assisting Buyer)

MN:EMR (8/19)



# COMMERCIAL PURCHASE AGREEMENT

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1. Page 1 Date **February 2 2023**

2. BUYER(S) is/are: **Joshua Broadwater, LLC**, (Check one.)
3. ☐ individual(s); OR ☒ a business entity organized under the laws of the State of **Minnesota**.
4. SELLER(S) is/are: **City of Chatfield**, (Check one.)
5. ☐ individual(s); OR ☒ a business entity organized under the laws of the State of **Minnesota**.
6. Buyer's earnest money in the amount of \_\_\_\_\_
7. **One Thousand** Dollars
8. (\$ **1,000.00** ) shall be delivered no later than two (2) Business Days after
9. Final Acceptance Date to be deposited in the trust account of: (Check one.)
10. ☐ listing broker; or
11. ☒ **Novotny Law Office**,  
(Trustee)
12. **within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.**
13. Said earnest money is part payment for the purchase of property at \_\_\_\_\_
14. **1556 Enterprise Drive SE** located in the
15. City/Township of **Chatfield**, County of **Fillmore**,
16. State of Minnesota, Zip Code **55923**, PID # (s) **26.0632.000**
17. \_\_\_\_\_
18. and legally described as follows **Lot 3, Block 2, FINGERSON & DONAHOE FIRST SUBDIVISION**
19. \_\_\_\_\_
20. \_\_\_\_\_ (collectively the "Property")
21. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement:*
22. *Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:
23. **Sixty-Three Thousand Six Hundred Sixteen**
24. \_\_\_\_\_
25. (\$ **63,616.00** ) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:
26. 1. **CASH** of **25** percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
27. money; PLUS
28. 2. **FINANCING** of **75** percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any
29. financing as required by this Purchase Agreement.
30. Such financing shall be: (Check one.) ☒ a first mortgage; ☐ a contract for deed; or ☐ a first
31. mortgage with subordinate financing, as described in the attached *Addendum to Commercial Purchase Agreement:*
32. ☒ **Conventional/SBA/Other** ☐ **Contract for Deed.**  
------(Check one.)-----
33. **DUE DILIGENCE:** This Purchase Agreement ☐ IS ☒ IS NOT subject to a due diligence contingency. (If answer is IS,
34. see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*)
35. **CLOSING:** The date of closing shall be **April 14 2023**.

# COMMERCIAL PURCHASE AGREEMENT

36. Page 2 Date February 2 2023

37. Property located at 1556 Enterprise Drive SE Chatfield MN 55923.
38. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*
39. ☒ **WARRANTY DEED** ☐ **LIMITED WARRANTY DEED** ☐ **CONTRACT FOR DEED**
40. ☐ **OTHER:** \_\_\_\_\_ **DEED** conveying marketable title, subject to:
41. (a) building and zoning laws, ordinances, and state and federal regulations;
42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;
44. (d) utility and drainage easements which do not interfere with existing improvements; and
45. (e) others (must be specified in writing): XXXXXXXXXXXXXXXXXXXX
46. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
47. **TENANTS/LEASES:** Property ☐ **IS** ☒ **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum* -----*(Check one.)*-----)
48. to Commercial Purchase Agreement: *Due Diligence*).
49. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be
51. provided to Seller within N/A days of Seller's written request. Said consent
52. shall not be unreasonably withheld.
53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall
56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.
57. **SPECIAL ASSESSMENTS:**
58. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☒ **SELLER SHALL PAY** -----*(Check one.)*-----
59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
60. payable in the year of closing.
61. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments -----*(Check one.)*-----
62. levied as of the Date of this Purchase Agreement.
63. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as -----*(Check one.)*-----
64. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments
66. or less, as allowed by Buyer's lender.)
67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
68. which is not otherwise here provided.
69. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice -----*(Check one.)*-----
70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
71. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before
72. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement
73. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,
74. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may
75. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the
76. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement
77. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said
78. cancellation and directing all earnest money paid here to be refunded to Buyer.

MNC:PA-2 (8/22)



# COMMERCIAL PURCHASE AGREEMENT

79. Page 3 Date February 2 2023

80. Property located at 1556 Enterprise Drive SE Chatfield MN 55923

81. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

82. ☒ **IMMEDIATELY AFTER CLOSING;** or

83. ☐ **OTHER:** \_\_\_\_\_

84. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
85. by possession date.

86. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property  
87. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated  
88. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

89. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date  
90. of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before  
91. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee  
92. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,  
93. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation  
94. and directing all earnest money paid here to be refunded to Buyer.

95. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 30 days after Final  
96. Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy  
97. of title insurance from \_\_\_\_\_, including levied and pending special

(Name of Title Company)

98. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title  
99. insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed  
100. to have waived any title objections not made within the Objection Period provided for immediately above and any  
101. matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified  
102. here to be delivered pursuant to this Agreement.

103. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's  
104. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title  
105. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether  
106. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated  
107. amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall  
108. not delay the closing.

109. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,  
110. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase  
111. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase  
112. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
113. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to  
114. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,  
115. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has  
116. declined to cure without reduction in the Purchase Price.

117. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that  
118. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase  
119. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections  
120. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the  
121. closing shall be postponed.

122. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would  
123. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation  
124. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled  
125. closing date, whichever is later.

MNC:PA-3 (8/22)

## COMMERCIAL PURCHASE AGREEMENT

126. Page 4 Date February 2 2023

127. Property located at 1556 Enterprise Drive SE Chatfield MN 55923

128. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated  
 129. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written  
 130. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,  
 131. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
 132. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither  
 133. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by  
 134. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept  
 135. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase  
 136. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice  
 137. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and  
 138. to proceed to closing as provided in the immediately preceding sentence.

139. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,  
 140. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase  
 141. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all  
 142. earnest money paid here as liquidated damages.

143. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,  
 144. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six  
 145. (6) months after such right of action arises.

146. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best  
 147. of Seller's knowledge.

148. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened  
 149. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to  
 150. closing, Seller will promptly notify Buyer of such proceeding.

151. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;  
 152. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and  
 153. operation of the Property.

154. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished  
 155. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any  
 156. structure on, or improvement to, the Property.

157. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of  
 158. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,  
 159. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices  
 160. received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. provisions  
 161. against conveyance of property to any person of a specified religious faith, creed, national origin, race, or color) are  
 162. illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants from the  
 163. title by recording a statutory form in the office of the county recorder of any county where the property is located.

164. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or  
 165. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options  
 166. to purchase, rights of first refusal, or other similar rights affecting the Property.

167. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date  
 168. of closing.

169. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good  
 170. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of  
 171. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and  
 172. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on  
 173. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of  
 174. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,  
 175. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations  
 176. of Seller, and are enforceable in accordance with their terms.

MNC:PA-4 (8/22)

# COMMERCIAL PURCHASE AGREEMENT

177. Page 5 Date February 2 2023

178. Property located at 1556 Enterprise Drive SE Chatfield MN 55923.

179. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,  
180. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the  
181. breach of any of the above representations and warranties, whether such breach is discovered before or after the  
182. date of closing.

183. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations  
184. and warranties.

185. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants  
186. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is  
187. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and  
188. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents  
189. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;  
190. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation  
191. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer  
192. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with  
193. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and  
194. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because  
195. of the breach of any of the above representations and warranties, whether such breach is discovered before or after  
196. the date of closing.

197. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

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

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

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

205. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
206. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
207. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

208. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
209. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

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

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

216. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

220. (See *Disclosure Statement: Methamphetamine Production*.)

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

MNC:PA-5 (8/22)

**COMMERCIAL PURCHASE AGREEMENT**225. Page 6 Date February 2 2023226. Property located at 1556 Enterprise Drive SE Chatfield MN 55923

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

232. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential  
 233. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement:*  
 234. *Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.

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

236. **(Check appropriate boxes.)**

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

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

239. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

241. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*  
 242. *Subsurface Sewage Treatment System*.)

243. **PRIVATE WELL**

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

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

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

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

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

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

250. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
 251. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**  
 252. **TREATMENT SYSTEM.**

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

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

255.

**AGENCY NOTICE**

256. Todd Hadoff Tim Danielson  
 (Licensee)

is ☐ **Seller's Agent** ☐ **Buyer's Agent** ☒ **Dual Agent**.  
 -----(Check one.)-----

257. Property Brokers of MN, Elcor Realty of Rochester  
 (Real Estate Company Name)

258. Tim Danielson  
 (Licensee)

is ☐ **Seller's Agent** ☐ **Buyer's Agent** ☒ **Dual Agent**.  
 -----(Check one.)-----

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



# COMMERCIAL PURCHASE AGREEMENT

260. Page 7 Date February 2 2023

261. Property located at 1556 Enterprise Drive SE Chatfield MN 55923

262. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a  
 263. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual  
 264. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary  
 265. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can  
 266. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,  
 267. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or  
 268. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents  
 269. may not advocate for one party to the detriment of the other.

## CONSENT TO DUAL AGENCY

270.  
 271. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and  
 272. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its  
 273. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this  
 274. transaction without the consent of both parties. Both parties acknowledge that  
 275. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will  
 276. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will  
 277. be shared;  
 278. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
 279. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the  
 280. sale.  
 281. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its  
 282. salespersons to act as dual agents in this transaction.

283. **SELLER:** City of Chatfield  
 (Business Entity or Individual Name)

284. By: \_\_\_\_\_  
 (Seller's Signature)

285. \_\_\_\_\_  
 (Seller's Printed Name)

286. Its: Mayor  
 (Title)

287. \_\_\_\_\_  
 (Date)

288. **SELLER:** City of Chatfield  
 (Business Entity or Individual Name)

289. By: \_\_\_\_\_  
 (Seller's Signature)

290. \_\_\_\_\_  
 (Seller's Printed Name)

291. Its: City Clerk  
 (Title)

292. \_\_\_\_\_  
 (Date)

**BUYER:** Joshua Broadwater, LLC  
 (Business Entity or Individual Name)

By: \_\_\_\_\_  
 (Buyer's Signature)

Joshua Broadwater  
 (Buyer's Printed Name)

Its: Owner  
 (Title)

02/02/2023  
 (Date)

**BUYER:** \_\_\_\_\_  
 (Business Entity or Individual Name)

By: \_\_\_\_\_  
 (Buyer's Signature)

\_\_\_\_\_  
 (Buyer's Printed Name)

Its: \_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

MNC:PA-7 (8/22)

# COMMERCIAL PURCHASE AGREEMENT

293. Page 8 Date February 2 2023

294. Property located at 1556 Enterprise Drive SE Chatfield MN 55923

295. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and  
296. assigns.

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

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

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

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

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

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

316. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,  
317. N/A, and in such event all earnest money shall be returned to Buyer.

318. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part  
319. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or  
320. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)  
321. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing  
322. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations  
323. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller  
324. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
325. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
326. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
327. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to  
328. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
329. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written  
330. consent.

331. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless  
332. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,  
333. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will  
334. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash  
335. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'  
336. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and  
337. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for  
338. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the  
339. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are  
340. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and  
341. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable  
342. made by such party.

## COMMERCIAL PURCHASE AGREEMENT

343. Page 9 Date February 2 2023

344. Property located at 1556 Enterprise Drive SE Chatfield MN 55923

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

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

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

355. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
356. contract for deed and be enforceable after the closing.

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

359. **OTHER:**

360. **If not installed, Seller agrees to supply an electrical transformer.**

361. **Seller shall supply a 2" hook-up for the water.**  
362.

363. **Purchase Agreement is subject to the Buyer being entitled to transfer the building rebate incentive program**  
364. **he is receiving on Lot 3, Block 2, to Lot 2, Block 2, which is owned by the Buyer.**

365.

366.

367.

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378.

MNC:PA-9 (8/22)

# COMMERCIAL PURCHASE AGREEMENT

379. Page 10 Date February 2 2023

380. Property located at 1556 Enterprise Drive SE Chatfield MN 55923

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

382. ☐ If checked, this Purchase Agreement is subject to  
383. attached *Addendum to Commercial Purchase*  
384. *Agreement: Counteroffer.*

385. **FIRPTA:** Seller represents and warrants, under penalty  
386. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a  
-----*(Check one.)*-----  
387. non-resident alien individual, foreign corporation, foreign  
388. partnership, foreign trust, or foreign estate for purposes  
389. of income taxation. (See lines 299-315.) This representation  
390. and warranty shall survive the closing of the transaction  
391. and the delivery of the deed.

392. **SELLER**

393. City of Chatfield  
(Business Entity or Individual Name)

394. By: \_\_\_\_\_  
(Seller's Signature)

395. \_\_\_\_\_  
(Seller's Printed Name)

396. Its: Mayor  
(Title)

397. \_\_\_\_\_  
(Date)

398. **SELLER**

399. City of Chatfield  
(Business Entity or Individual Name)

400. By: \_\_\_\_\_  
(Seller's Signature)

401. \_\_\_\_\_  
(Seller's Printed Name)

402. Its: City Clerk  
(Title)

403. \_\_\_\_\_  
(Date)

**BUYER**

Joshua Broadwater, LLC  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

Joshua Broadwater  
(Buyer's Printed Name)

Its: Owner  
(Title)

02/02/2023  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

404. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
405. is the date on which the fully executed Purchase Agreement is delivered.

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

408. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**  
409. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**  
410. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**  
411. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**  
412. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
413. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**

MNC:PA-10 (8/22)

# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## **Buyers/Tenants and Sellers/Owners are advised to:**

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## **If you suspect wire fraud in your transaction:**

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

	02/02/23		
(Signature)	(Date)	(Signature)	(Date)

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# ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: CONVENTIONAL/SBA/ OTHER MORTGAGE FINANCING

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
© 2021 Minnesota Association of REALTORS®, Minnetonka, MN

1. Date February 02, 2023

2. Page 1

3. Addendum to Purchase Agreement between parties, dated February 2 2023  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. 1556 Enterprise Drive SE Chatfield MN 55923

6. Financing will be a ☒ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**  
(Check one.)

7. Buyer shall apply for and secure, at Buyer's expense, a: (Check one.)

8. ☒ **CONVENTIONAL**

9. ☐ **SMALL BUSINESS ADMINISTRATION**

10. ☐ **OTHER**

11. Fixed First Mortgage amortized monthly over a period of not more than 30 years, with an initial  
(e.g., fixed, ARM)

12. mortgage interest rate at no more than Market percent (%) per annum.

13. The mortgage application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this  
14. Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all  
15. documents required to consummate said financing.

16. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first  
17. mortgage and any subordinate financing.  
18. (Check one.)

19. ☒ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does  
20. not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
21. sign a written cancellation confirming said cancellation and directing all earnest money to be  
22. ☒ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**  
(Check one.)

23. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, within  
24. \_\_\_\_\_ days of Final Acceptance Date of this Purchase Agreement.

25. For purposes of this Financing Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's  
26. mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the financing specified  
27. in this Purchase Agreement stating that an appraisal, satisfactory to the lender(s) has been completed and stating  
28. conditions required by lender(s) to close the loan.

29. Upon delivery of the Written Statement, the responsibility for satisfying all conditions required by mortgage  
30. originator(s) or lender(s) are deemed accepted by Buyer. Upon delivery of the Written Statement, if this Purchase  
31. Agreement does not close on the stated closing date for ANY REASON relating to financing, including but not  
32. limited to interest rate and discount points, if any, Seller may, at Seller's option, declare this Purchase Agreement  
33. canceled by providing written notice to Buyer, or licensee representing or assisting Buyer, in which case this  
34. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said  
35. cancellation and directing all earnest money paid hereunder to be forfeited to Seller as liquidated damages. In  
36. the alternative, Seller may seek all other remedies allowed by law.

# ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: CONVENTIONAL/SBA/ OTHER MORTGAGE FINANCING

37. Page 2

38. Property located at 1556 Enterprise Drive SE Chatfield MN 55923

39. If the Written Statement is not provided within the time period specified on line 24, Seller may, at Seller's option,  
40. declare this Purchase Agreement canceled by written notice to Buyer, or licensee representing or assisting Buyer,  
41. within N/A days after the time period specified on line 24, in which case this  
42. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said  
43. cancellation and directing all earnest money paid hereunder to be refunded to Buyer.

44. If the Written Statement is not provided within the time period specified on line 24 or Seller has not canceled this  
45. Purchase Agreement within the time period specified on line 41, then this Financing Contingency is removed. If  
46. this Purchase Agreement does not close on the stated closing date for ANY REASON relating to financing,  
47. including but not limited to interest rate and discount points, if any, this Purchase Agreement is canceled. Buyer  
48. and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest money  
49. paid hereunder to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies  
50. allowed by law.

51. **OTHER:**

52.

53.

54.

55.

56.

57.

58. **SELLER**

59. City of Chatfield

(Business Entity or Individual Name)

60. By: \_\_\_\_\_  
(Seller)

61. Its: Mayor  
(Title)

62. \_\_\_\_\_  
(Date)

63. **SELLER**

64. City of Chatfield

(Business Entity or Individual Name)

65. By: \_\_\_\_\_  
(Seller)

66. Its: City Clerk  
(Title)

67. \_\_\_\_\_  
(Date)

**BUYER**

Joshua Broadwater, LLC

(Business Entity or Individual Name)

By:   
(Buyer)

Its: \_\_\_\_\_  
(Title)

02/02/2023  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

---

INTEROFFICE MEMORANDUM

---

**TO:** JOEL YOUNG  
**FROM:** STEVEN SCHLICHTER  
**SUBJECT:** Sewer Backup 325 Winona St  
**DATE:** 1/31/2023

---

**Action Requested:** Consider reimbursement of cleanup of sewer backup.

**Background:** On 1/29/23 Ryan P was contacted about a sewer backup at 325 Winona ST at about 1:30 PM. He then called Steven S at about 1:45 PM to help. We both showed up at the shop and headed out with the Vactor sewer cleaning truck. Upon arriving in the complaint area we started opening manholes to check for a backup of the sewer main. Right away we opened the manhole at the intersection of Fillmore St and 5<sup>th</sup> St and found it was backed up. We jetted the line and cleared the blockage. Thinking we took care of the problem we notified the home owner our line is now clear. The homeowner still had problems with his drain not working so he called Rochester Drain Right. They came and inspected his line and concluded our sewer main was still plugged. Home owner called us back in at about 5:00 PM. We inspected the manhole at the intersection of 5<sup>th</sup> St and Winona St and found that line to be backed up as well. We Jetted that line and cleared the blockage. We found tree roots and rags were causing the blockage. After clearing the line we went to the home and his drain was now working. We visually inspected the affected area of the basement shown in the pictures and talked to the home owner. Home owner stated that water was backed up onto the floor of the basement. Also when we were cleaning the sewer main the cap of the sewer cleanout in the basement of the house blew off and sprayed sewer onto the items in the area in the pictures.

Thank you for your time,

*Steven Schlichter*

WWTF Superintendent



# City of Chatfield Sewer Issue Response Form

Date of Complaint/ Request: 1-29-23 1:46 PM

Person Receiving Complaint/ Request: Ryan P.

Assigned To: Steven J. Ryan P.

Nature of Complaint/ Request: Sewer backup in basement

Name: Dave Dudek

Address: 325 Winona St

Telephone number: \_\_\_\_\_

Problem with City Service Line or Manhole:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Problem with Residential Lateral Service:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Sewer Backup into the Home:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Weather Related:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Finished Basement:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Damage to the Home or Furnishings:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Visual Assessment of Damage:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

Damage Assessment (If any): \_\_\_\_\_

Actions/Recommendations Performed to Correct Issue: \_\_\_\_\_

Jetted sewer main to clear plug. found tree roots  
and non flushable wipes

Date Situation was Resolved: 1-29-23 6:30pm

Responding Employee Signature: [Signature]















**ROCHESTER  
DRAIN  
RITE  
INC.**  
(507) 288-2121



INVOICE # 0198-11

P.O. # \_\_\_\_\_

DATE: 1-29-23

P.O. Box 6380 - Rochester, MN 55903

Name: Dave Dudek

Address: 325 Union Street  
Chattfield MN 55923

Type of Problem: Main Sewer line

Job: \_\_\_\_\_

Remarks: Ran camera at 150' ft  
and found City Sewer line  
is still plugged located  
and marked in street. Checked  
manholes and found line blocked

MATERIALS	DRAIN CLEANING / SVC CHARGE
<u>Up into manhole</u>	
<u>PT in Full</u>	<u>Unblock</u>
	<u>Camera/Locate</u>
	<u>Main Sewer</u>
Total Materials Used	<u>380-</u>
Customer Signature	
<u>Dave</u>	

Customer Phone/Email

Operator Signature

Materials Used

Tax

Mileage / Truck Charge

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 135.00

**PLEASE PAY FROM THIS INVOICE**  
**A \$20 SERVICE CHARGE AND COLLECTION FEE WILL**  
**BE CHARGED ON ALL RETURNED CHECKS.**

**TOTAL**

\$ 515.00

**PAID WITH: cc /CHECK #** \_\_\_\_\_


### SANITARY SEWER BACK-UP RELEASE

Be it known that Dave Dudek ("owners") who own certain real property situated within the City of Chatfield having an address of 325 Winona ST ("the property") for and in consideration of payment by the City of Chatfield, Minnesota ("City") of the sum of \$515 ( dollars) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby release, acquit, satisfy and forever discharge City, its officers, employees, agents or contractors, from any liability, cause of action or claim whatsoever by owners for damages caused to the property and its contents resulting from a certain sanitary sewer back up on 1/29/23 ; or, any related claim by owners against the City, its officers, employees, agents or contractors for any personal injury as a result thereof.

This release of liability of the City by owners herein shall also bind their heirs, successors or assigns.

Dated this 2 day of February 2023

By:

  
\_\_\_\_\_  
Homeowner

By:

\_\_\_\_\_  
Homeowner

Witnessed by:

Steven Schlichter





*Protecting, maintaining and improving the health of all Minnesotans*

December 13, 2022

Chatfield City Council  
c/o Mr. Joel Young, Clerk  
Chatfield City Hall  
21 SE Second Street  
Chatfield, Minnesota 55923-9093

Dear Council Members:

SUBJECT: Sanitary Survey Report for Chatfield Public Water System (PWS), Fillmore County, PWSID 1230002

Enclosed is a copy of the sanitary survey report summarizing an on-site inspection of your Community Public Water System. This report includes a review of the system's water source, facilities, equipment, operation, maintenance, and monitoring compliance for the purpose of evaluating the adequacy of the facilities for producing and distributing safe drinking water. Technical and management information regarding the operation of the system may also be provided. Conducting sanitary surveys on a regular basis is an important element in preventing contamination of drinking water supplies and in maintaining compliance with the National Primary Drinking Water Standards. Ryan Priebe was present during this inspection.

Please take appropriate action to address any deficiencies or recommendations identified within this report. A deficiency may lead to a contamination of the water supply or failure of the system to be in compliance with the Safe Drinking Water Act. The enclosed report must be kept on file and made available for public review for not less than ten (10) years.

The Minnesota Department of Health (MDH) continues to monitor your PWS for contaminants identified by state and federal drinking water regulations. The results of such monitoring are not part of this report. They are sent to you under separate cover as they become available.

If you have questions concerning the information contained in the report, please contact me at 507/206-2724.

Sincerely,

Kate Novy  
Community Public Water Supply Unit  
Environmental Health Division  
18 Wood Lake Drive SE  
Rochester, Minnesota 55904

Enclosures  
cc: Water Superintendent



**MINNESOTA DEPARTMENT OF HEALTH**  
**SECTION OF DRINKING WATER PROTECTION**  
**Public Water Supply Inventory Report**



System Name: **Chatfield**

Survey Date: **11/30/2022**

PWSID: **1230002**

Surveyor: **Kate Novy**

System Contact: **Brian Burkholder - Superintendent of City** PWS Type: **Community**

**Contact Information**

<u>Name</u>	<u>Address</u>	<u>Phone/Email</u>
<b>Contact</b>		
Brian Burkholder - Superintendent of City Services		Business Phone 1 507/867-3810 Cell Phone 507/273-9597 Email bburkholder@ci.chatfield. mn.us
City Hall		Business Phone 1 507/867-3810
<b>Owner/Responsible Party</b>		
Chatfield City Council	c/o Mr. Joel Young, Clerk Chatfield City Hall 21 SE Second Street Chatfield, MN 55923-9093	Business Phone 1 507/867-3810 Email jyoung@ci.chatfield.mn.us
<b>Financial</b>		
Chatfield City Council	c/o Mr. Joel Young, Clerk Chatfield City Hall 21 S.E. Second Street Chatfield, MN 55923	Business Phone 1 507/867-3810 Email jyoung@ci.chatfield.mn.us
<b>Sample Bottles/General Correspondence</b>		
Chatfield Water Superintendent	City Hall 21 Second Street SE Chatfield, MN 55923-9093	Business Phone 1 507/867-3810 Email bburkholder@ci.chatfield. mn.us
<b>Emergency Workday</b>		
Brian Burkholder		Business Fax 507/867-9093 Cell Phone 507/273-9597 Email bburkholder@ci.chatfield. mn.us
<b>Emergency After-Hours</b>		
Fillmore Co. Sheriff		Business Phone 1 507/765-3874 Cell Phone 507/867-4795
Brian Burkholder		
<b>Water Superintendent</b>		
Ryan Priebe		Business Phone 1 507/867-3810 Cell Phone 507/251-0278 Email rpriebe@ci.chatfield.mn.u s
<b>Consumer Confidence Report</b>		
Ryan Priebe		Business Phone 1 507/867-3810 Email rpriebe@ci.chatfield.mn.u s





MINNESOTA DEPARTMENT OF HEALTH  
SECTION OF DRINKING WATER PROTECTION  
Public Water Supply Inventory Report



System Name: **Chatfield**

Survey Date: **11/30/2022**

PWSID: **1230002**

Surveyor: **Kate Novy**

System Contact: **Brian Burkholder - Superintendant of City** PWS Type: **Community**

### Classification Information

Owner Type:	Municipal	Population:	2997
System Class:	D	Service Connections:	1110
Service Area Characteristics:	Municipal	Class Points:	26

### Certified Operators

Name	Class	Expiration Date	Name	Class	Expiration Date
Schlichter, Steven A.	C	08/31/2025	Burkholder, Brian L.	D	10/31/2025
Irish, Mitchell D.	D	06/30/2023	Priebe, Ryan D.	D	04/30/2024

### Production Totals

Design Capacity:	950 Gallons per Minute	Emergency Capacity:	1,050,000 Gallons
Average Daily:	225,000 Gallons	Storage Capacity:	1,050,000 Gallons
Highest Daily:	443,000 Gallons		

### Source Information

#### Well #2

Unique Well No.: 00226022	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 450
Status: Active	Pumping Rate (gpm): 450
Availability: Primary	Emergency Capacity:
Year Constructed: 1963	Static Depth (ft): 65
Well Depth (ft): 478	Drawdown (ft): 27
Casing Depth (ft): 363	Pump Type: Vertical Turbine
Casing Diameter (in): 16	Vulnerable: Yes
Screen Length (ft):	
Aquifer: Jordan-St.Lawrence	

#### Well #3

Unique Well No.: 00120006	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 500
Status: Active	Pumping Rate (gpm): 500
Availability: Primary	Emergency Capacity:
Year Constructed: 1976	Static Depth (ft): 75
Well Depth (ft): 440	Drawdown (ft): 41
Casing Depth (ft): 347	Pump Type: Vertical Turbine VFD
Casing Diameter (in): 16	Vulnerable: Yes
Screen Length (ft):	
Aquifer: Jordan	



# MINNESOTA DEPARTMENT OF HEALTH

## SECTION OF DRINKING WATER PROTECTION

### Public Water Supply Inventory Report



System Name: **Chatfield**

PWSID: **1230002**

Survey Date: **11/30/2022**

Surveyor: **Kate Novy**

System Contact: **Brian Burkholder - Superintendent of City** PWS Type: **Community**

#### Treatment Information

##### Well #2 Entry Point

Type: Treatment Plant

Status: Active

Availability: Primary

##### Treatment Objective

Disinfection

Fluoridation

Source Water: Groundwater

Design Capacity: 450 Gallons per Minute

Emergency Capacity:

##### Treatment Process Mechanism

Chlorine/Gas

Fluoridation/Hydrofluosilicic acid

##### Well #3 Entry Point

Type: Treatment Plant

Status: Active

Availability: Primary

##### Treatment Objective

Disinfection

Fluoridation

Source Water: Groundwater

Design Capacity: 500 Gallons per Minute

Emergency Capacity:

##### Treatment Process Mechanism

Chlorine/Gas

Fluoridation/Hydrofluosilicic acid

#### Storage Information

##### Elevated 100000

Type: Storage-Elevated

Status: Active

Capacity: 100,000

Gallons

Availability:

Primary

Chlorination:

☐

##### Ground 200000

Type: Storage-Ground

Status: Active

Capacity: 200,000

Gallons

Availability:

Primary

Chlorination:

☐

##### High level 400,000

Type: Storage-Elevated

Status: Active

Capacity: 400,000

Gallons

Availability:

Primary

Chlorination:

☐

##### South Side 350,000

Type: Storage-Ground

Status: Active

Capacity: 350,000

Gallons

Availability:

Primary

Chlorination:

☐

#### Other Facilities

##### Booster Station #1

Type: Booster Station

Status: Active

Availability: Primary

Source Type: Groundwater

Design Capacity: 700 Gallons per Minute

Emergency Capacity:

Chlorination:

☐



MINNESOTA DEPARTMENT OF HEALTH  
SECTION OF DRINKING WATER PROTECTION  
Public Water Supply Inventory Report



System Name: **Chatfield**

Survey Date: **11/30/2022**

PWSID: **1230002**

Surveyor: **Kate Novy**

System Contact: **Brian Burkholder - Superintendant of City** PWS Type: **Community**

**Bacteriological Sample Site Plan**

**Distribution**

<u>Sample Site ID</u>	<u>Sample Location</u>	<u>Status</u>	<u>Notes</u>
	507 James St. NE	Active	
	1801 Hwy 52	Active	
	R Four Meats, 24 2nd St. SW	Active	
	328 Main St	Active	
	Booster Station, 451 Hillside Dr	Active	
	High School, 214 Union St	Active	
	Elementary School, 11555 Hillside Dr	Active	
	City Hall, 21 2nd St. SE	Active	



**MINNESOTA DEPARTMENT OF HEALTH**  
**Section of Drinking Water Protection**  
**Sanitary Survey Report**



System Name: <b>Chatfield</b>	Survey Date: <b>11/30/2022</b>
PWSID: <b>1230002</b>	Surveyor: <b>Kate Novy</b>
System Contact: <b>Brian Burkholder - Superintendant of City S</b>	PWS Type: <b>Community</b>

## **Requirements and Recommendations**

### **Water Source**

As a reminder, it is required that a well for a community public water supply be located according to distances specified in Minn.Rules 4725.4450, including not less than 50 feet from a source of contamination including buried sewers (except as specified in Minn. Rules 4725.5850).

### **Pumps/Pump Facilities and Controls**

Well #2 has been updated with a slab and electrical connections for a backup generator. The expected delivery of the generator is May 2023. This will give the system emergency capacity of 450 gpm.

### **Treatment**

It is recommended that the fluoride injection point be relocated to the lower half of the discharge pipe to avoid excessive pipe corrosion. [Recommended Standards for Water Works 5.4.7]

### **Water Storage**

It is recommended that all water storage structures be inspected externally on a seasonal basis to assess and repair environmental damage and verify integrity of vents and screens. A written maintenance program should include periodic internal inspection and cleaning. Operating procedures addressing minimum and maximum water levels and target turnover rates should be in place. [AWWA Standards Distribution Systems Operation and Management, Sec. 4.3]

### **Distribution**

It is recommended that undersized mains, less than 6 inches in diameter, be replaced as the opportunities present themselves.

### **Monitoring/Reporting Data Verification**

The following applicable records are required to be maintained by the water supply system:

- a. Coliform bacteria results - 5 years
  - b. Chlorine residual results - 5 years
  - c. Chemical results - 10 years
  - d. Sanitary survey reports - 10 years
  - e. All lead and copper materials - 12 years
  - f. Consumer confidence reports - 3 years
  - g. Public Notices - 3 years
  - h. Fluoride quarterly results and monthly reports - 1 year
  - i. Turbidity results - 3 years
- [Minn. Rules 4720.0350]



**MINNESOTA DEPARTMENT OF HEALTH**  
**Section of Drinking Water Protection**  
**Sanitary Survey Report**



System Name: <b>Chatfield</b>	Survey Date: <b>11/30/2022</b>
PWSID: <b>1230002</b>	Surveyor: <b>Kate Novy</b>
System Contact: <b>Brian Burkholder - Superintendent of City St</b>	PWS Type: <b>Community</b>

## **Requirements and Recommendations**

### **Water System Management/Operation**

As a reminder, engineering plans for new, modifications to, or additions to the water supply system, including watermains, are required to be properly submitted to the Minnesota Department of Health for review. All plans must be approved prior to the start of construction. [Minn. Rules 4720.0010]

Public water supplies are required to maintain effective security measures to protect physical infrastructure and operational practices. This includes security of the physical infrastructure and related operational practices and institutional controls. Listed below are the security concerns that must be identified and addressed:

- a. Intrusion deterrents such as physical barriers, lighting, camera, alarms, and sturdy locking hardware with hardened protective covers for all facilities and components.
- b. Computer based control technologies such as SCADA must be secured from unauthorized physical access and potential cyber attacks.
- c. Safe delivery, handling and storage of chemicals.
- d. Redundancy and enhanced security features to eliminate single point of failure.

[ANSI/AWWA G430-14(R20) and Recommended Standards for Water Works 2.19]

To ensure security, it is recommended that a daily check of critical system components be conducted, including confirmation that all doors and access hatches are locked.

### **Operator Compliance with State Requirements**

The certified operators are required to qualify themselves by attending waterworks operators training seminars offered throughout the state. Continuing education is valuable experience for anyone engaged in this field. The required contact hours in the previous 3 years for certification renewal are:

- Class A 32 contact hours
  - Class B 24 contact hours
  - Class C 16 contact hours
  - Class D 8 contact hours
  - Class E 4 contact hours
- [Minn. Rules 9400.1200]



**MINNESOTA DEPARTMENT OF HEALTH**  
**Section of Drinking Water Protection**  
**Sanitary Survey Report**



System Name: **Chatfield** Survey Date: **11/30/2022**  
PWSID: **1230002** Surveyor: **Kate Novy**  
System Contact: **Brian Burkholder - Superintendant of City S** PWS Type: **Community**

**Bacteriological Results and Chlorine Residuals**

<u>Date</u>	<u>Sampling Location</u>	<u>Chlorine Residual</u> <u>Free / Total (mg/L)</u>	<u>Coliform</u> <u>Bacteria</u>	<u>E.Coli</u>
11/30/2022	Well #2	/	Absent	
11/30/2022	Well #3	/	Absent	
11/30/2022	City Shop	/ 0.27	Absent	
11/30/2022	Kwik Trip	0.94 / 1.08	Absent	



# City of Chatfield

Thurber Community Center • Chatfield Municipal Building  
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810  
[www.ci.chatfield.mn.us](http://www.ci.chatfield.mn.us)

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## MEMORANDUM

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**TO:** PUBLIC WORKS COMMITTEE  
**FROM:** CRAIG BRITTON, CITY ENGINEER  
LOGAN TJOSSEM, PLANNER AND ZONING ADMINISTRATOR  
**SUBJECT:** REVIEW OF CITY DEVELOPMENT FEES  
**DATE:** 2/8/2023  
**CC:** CITY ADMINISTRATOR, JOEL YOUNG AND  
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

---

**Background:** City Staff and the Council have requested input from the Public Works Committee on how to approach reviewing the current City development fees in an attempt to stay current with existing and anticipated growth and development. City fees collected for development that are a part of this analysis include sanitary and water area charges (SAC/WAC), hookup (connection) fees, and parkland dedication fees. There are no action items requested at this time. City Staff will be considering input and will compile additional information for a broader discussion at the Committee of the Whole meeting in April.

**Purpose:** The City of Chatfield has adopted development fees to provide funds for the expansion of growing areas. Growth within the community requires construction of new wells, replacement of undersized mains, new storage facilities, expansion of existing treatment facilities and new public green space for public parks.

**Fee Structure:** The following fee structure within the City of Chatfield has been established by the City Council:

Area Charges

Water Accessibility	=	\$3,000/Acre
Sewer Accessibility	=	\$2,000/Acre

Access Fees

Sewer Connection	=	\$2,600/Unit
<del>Sewer Connection (to Mill Creek Lift Station)</del>	<del>=</del>	<del>\$4,600/Unit (Not Applicable)</del>
Water Connection	=	\$1,600/Unit

Connection Fees:

Connection Fees are based upon a single-family residential unit. The assumption is that each unit will contain an average of 2.5 people with an estimated water usage of 250 gallons/day/connection. This metric is also used for multiple unit buildings, apartments and industrial and commercial uses upon discretion by the City (Reference: Planning and Zoning Report, 1/6/2015, "Establishing Standardized Commercial Hookup Fees".)

Parkland Dedication Fees: There are two options for parkland dedication; dedication of land or pay cash-in-lieu of dedication. The option is the discretion of the City.

Dedication of Land = 1/10th of an acre of land for every residential unit, or one acre for every 10 units.

Cash-in-lieu of Dedication = The agreed upon market value of 1/10th of an acre of land multiplied by the number of units.

**Collection of Fees:**

Accessibility Fees: Collected at the time the final plat is approved by Council and prior to recording the final plat.

Connections Fees: Collected at the time of the building permit.

Parkland Dedication Fees: Collected at the time the final plat is approved by Council and prior to recording the final plat.

**Historical Review:**

**Amco Subdivision (2018) DA:**

Sanitary Sewer and Water Area Charges; Hook-Up Fees.

- a. Water access for the 13 lots is \$5,096.82. \$2,744.00 is payable upon submission of the final plat containing 7 lots while \$2,353.00 will be payable upon submission of the final plat containing 6 lots.
- b. Sanitary sewer access charges for the thirteen lots is \$7,340.27. \$3,952.00 is payable upon submission of the first plat containing 7 lots while \$3,388.00 will be payable upon submission of the final plat containing 6 lots.
- c. Sanitary sewer and water hook-up fees ("Hook-Up Fees") shall be payable as building permits are issued.

Park Dedication The parkland dedication requirement for 13 lots is 1.3 acres. However, since parkland is not needed within this subdivision, a fee of \$14,919.00 is required in lieu of land. The fee for the 7 lots included in the first plat of this subdivision is \$8,036.00 and is payable to the City of Chatfield at the time of submission of the final plat. The fee for the 6 lots that will be included in the second phase of this subdivision will be \$6,883.00 and will be payable upon submission of the final plat of that phase.



**Hilltop Estates Third (2018) DA:**

**Sanitary Sewer and Water Area Charges; Hook-Up Fees.**

- a. Water access and sanitary sewer access charges in the total amount of \$5,610.00 and \$3,740.00, respectively, shall be paid to the City at the time of submission of the Final Plat.
- b. Sanitary sewer and water hook-up fees ("Hook-Up Fees") shall be payable as building permits are issued. Hook-Up Fees shall not exceed the following amounts for the years indicated:

<u>Water</u>	<u>Sanitary Sewer</u>	<u>Year Building Permit Issued</u>
\$1,700	\$2,700	2009
\$1,800	\$2,800	2010-2014
\$2,000	\$3,000	2015-2019
\$2,200	\$3,200	2020-2023

Any Hook-Up Fees for lots connected to City water and sewer facilities after December 31, 2023, shall be charged at the then-prevailing city-wide rates.

Park Dedication The parkland dedication requirement for the six lots in this Third Subdivision is .60 acres. However, no fees will be assessed due to the fact that a surplus parkland dedication of 1.91 acres was made during the Hilltop Estates First Subdivision by dedicating parkland, water tower and booster station acreages. The Hilltop Second Subdivision used .60 of the credit, leaving a credit of 1.31 acres to be used in the third and subsequent subdivision. After deducting .60 acres for this Third Subdivision, a total parkland dedication credit of 0.71 acres will remain for future Hilltop Estates Subdivisions.

Again, this is just informational for right now, but if you have input on any of the development fees (amounts, timing of collection, etc...) or if you have specific information you'd like us to gather and share with you prior to the Committee of the Whole meeting in April please let us know.

Sincerely,

Craig Britton



# City of Chatfield

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## MEMORANDUM

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**TO:** CITY COUNCIL  
**FROM:** CRAIG BRITTON  
**SUBJECT:** GROEN PARK PEDESTRIAN BRIDGE UPDATE  
**DATE:** FEBRUARY 8, 2023  
**CC:** CITY ADMINISTRATOR, JOEL YOUNG PW COMMITTEE, PAUL NOVOTNY & MIKE URBAN  
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

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**Action Requested:** This is an update on the schedule of the installation of the pedestrian bridge. No action items are required at this time.

**Background:** The City received a grant for the installation of the pedestrian bridge in Groen Park. Contech will be providing the pedestrian bridge and indicated that the lead time on the bridge could be up to one year. We are working on some solutions for the completion of the construction work as the project needs to be completed prior to June 30, 2024. Much of the grading work along with the installation of the precast concrete abutments could be completed prior to the delivery of the bridge.

An additional question is whether or not to install bollards to prevent vehicles from driving over the bridge. There is a plaque that will be installed on each end of the bridge indicating a 10,000 LB vehicle limit, but it may be hard to read at a distance. Although the installation of bollards will deter vehicles from driving over the bridge, it will be an obstacle for pedestrians and bike riders.

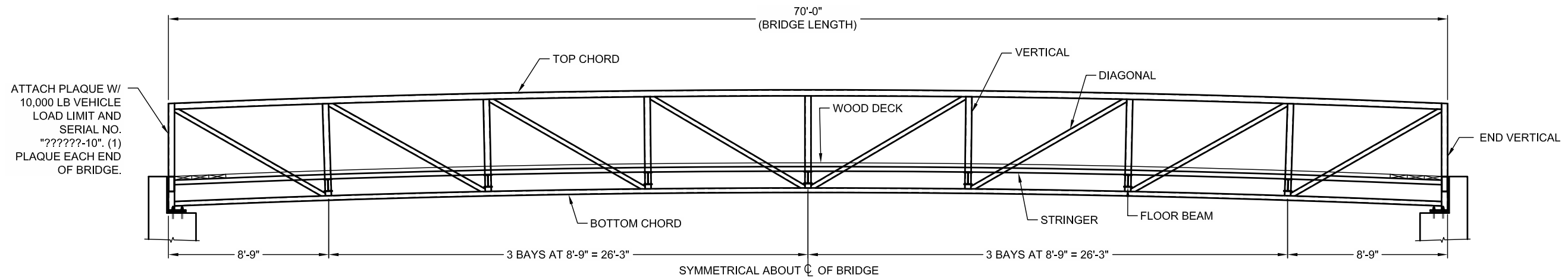
Sincerely,

Craig Britton

Attachment C  
RECREATIONAL SITE PLAN





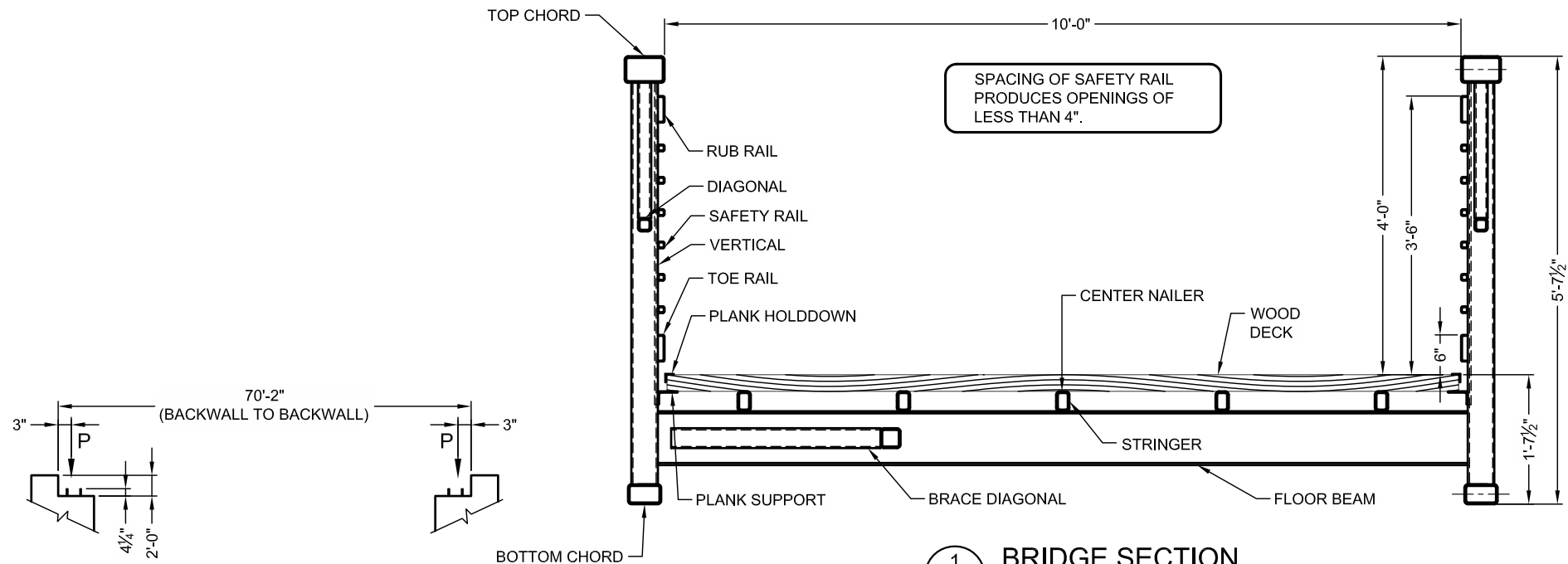


1. DESIGN STRESSES ARE IN ACCORDANCE WITH "STANDARD SPECIFICATION FOR HIGHWAY BRIDGES" & "GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES" BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) 2009.
2. BRIDGE MEMBERS ARE FABRICATED FROM HIGH STRENGTH, LOW ALLOY, ENHANCED ATMOSPHERIC CORROSION RESISTANT ASTM A847 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING, AND ASTM A588, ASTM A606, OR ASTM A242 PLATE AND STRUCTURAL SHAPES ( $F_y=50,000$  PSI).
3. BRIDGE DECKING NOMINAL 3 x 12 SELECT STRUCTURAL FIR ( $F_b=1,400$  PSI min.) OR 3 x 10 SOUTHERN YELLOW PINE ( $F_b=1,300$  PSI min.). ALKALINE COPPER QUATERNARY (ACQ) TO A 0.4 PCF RETENTION OR TO REFUSAL OR AZOLE BIOCIDE (MCA) TO A 0.06 PCF RETENTION OR TO REFUSAL.
4. THE GAS METAL ARC WELDING PROCESS OR FLUX CORED ARC WELDING PROCESS WILL BE USED. WELDING TO BE IN ACCORDANCE WITH AWS D1.1.
5. ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS. WELD BETWEEN TOP CHORD AND END VERTICAL SHALL BE AS DETAILED.
6. UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (OR HAVE THE EFFECTIVE THROAT OF A FILLET WELD) OF A SIZE EQUAL TO THE THICKNESS OF THE LIGHTEST GAGE MEMBER IN THE CONNECTION. WELDS SHALL BE APPLIED AS FOLLOWS:

7. BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES.

8. CLEANING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS NO. 7 BRUSH-OFF BLAST CLEANING. SSPC-SP7-LATEST EDITION.

## BRIDGE ELEVATION



COMBINE REACTIONS AS PER LOCAL OR GOVERNING BUILDING CODES AS REQUIRED			
BRIDGE REACTIONS		+ DOWNWARD LOAD - UPWARD LOAD	
	P (LBS)	H (LBS)	L (LBS)
DEAD LOAD	5,700		
UNIFORM LIVE LOAD	15,750		
VEHICLE LOAD	5,000		
WIND UPLIFT 20 PSF	-5,690 -1,897		
WIND LEEWARD	±2,225	6,895	
THERMAL			855

BRIDGE LIFTING WEIGHT: 22,800 LBS

CONTECH  
**CONTRACT**  
DRAWING

**AISC CERTIFIED  
FABRICATOR**

[illegible]

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

**CONTECH®**  
ENGINEERED SOLUTIONS LLC  
[www.Conteches.com](http://www.Conteches.com)  
8301 State Highway 29 North, Alexandria, MN 55008  
800-328-2047 320-452-1500 320-452-7007 FAX

**EXPRESS**

DATE:

8/21/2014

DESIGNED:

DRAWN:

CHECKED:

APPROVED:

PROJECT N

SEQUENCE No.:

SHEET

1

1





# City of Chatfield

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## MEMORANDUM

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**TO:** CITY COUNCIL  
**FROM:** CRAIG BRITTON  
**SUBJECT:** GRAND STREET SE, HAWLEY STREET SE AND PROSPECT STREET SE IMPROVEMENTS  
**DATE:** FEBRUARY 8, 2023  
**CC:** CITY ADMINISTRATOR, JOEL YOUNG PW COMMITTEE, PAUL NOVOTNY & MIKE URBAN  
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

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**Action Requested:** Provide input on various design items outlined in the agenda items below.

**Background:** This is a continuation of our discussion from our Public Works committee meeting on January 24<sup>th</sup>. Since that meeting City staff has met to discuss the replacement of the utilities and other design related items. Below is a summary of some of the remaining decisions to be made in order to continue with the design of the project.

1. Street Widths
  - a. Grand Street – Alignment will stay relatively the same.
    - i. Existing 37 ft Width
    - ii. Proposed 37 ft Width
  - b. Hawley Street
    - i. Existing 37 ft Width
    - ii. Proposed 35 ft or 37 ft Width?
    - iii. Parking – From our previous meeting I noted that we were going to eliminate the bituminous parking area behind the curb along the park.
  - c. Prospect Street
    - i. Existing 37 ft Width (east of Grand), 31 ft Width (west of Grand)
    - ii. Proposed 31 ft Width (west of Grand) – Right-of-Way appears to be 35 Ft
    - iii. Proposed 33 ft, 35 ft or 37 ft Width (east of Grand) – There will still be an offset at the intersection of Grand Street.
2. Cul De Sac
  - a. Hawley Street - Proposed 45 ft Radius
  - b. Prospect Street - Turn Around or Cul De Sac (35 ft Radius)

3. Driveways
  - a. Some residents have asked for additional curb cuts for access into yards, should they be allowed?
4. Sidewalk
  - a. Should design account for future sidewalks?
  - b. Should trail from John and Mary Drive be included in 2023 Street Project?
5. Utilities
  - a. Watermain Through Shady Oak Park – Proposed alignment includes replacing driveway from Prospect. Will avoid as many trees as possible.
  - b. Sewer and Water Services to Shady Oak Park
    - i. Can plan to stub out one sanitary sewer service for possible future use.
    - ii. Planning to remove existing yard hydrants and install one near future pavilion.
6. Camp Sites – Should we review possible locations at Mill Creek Park (maybe a question for parks and recreation committee).

If you have any questions prior to Monday's meeting please let me know.

Sincerely,

Craig Britton



## Shady Oak Park







Pictures taken from Hawley Street looking NE into the park.



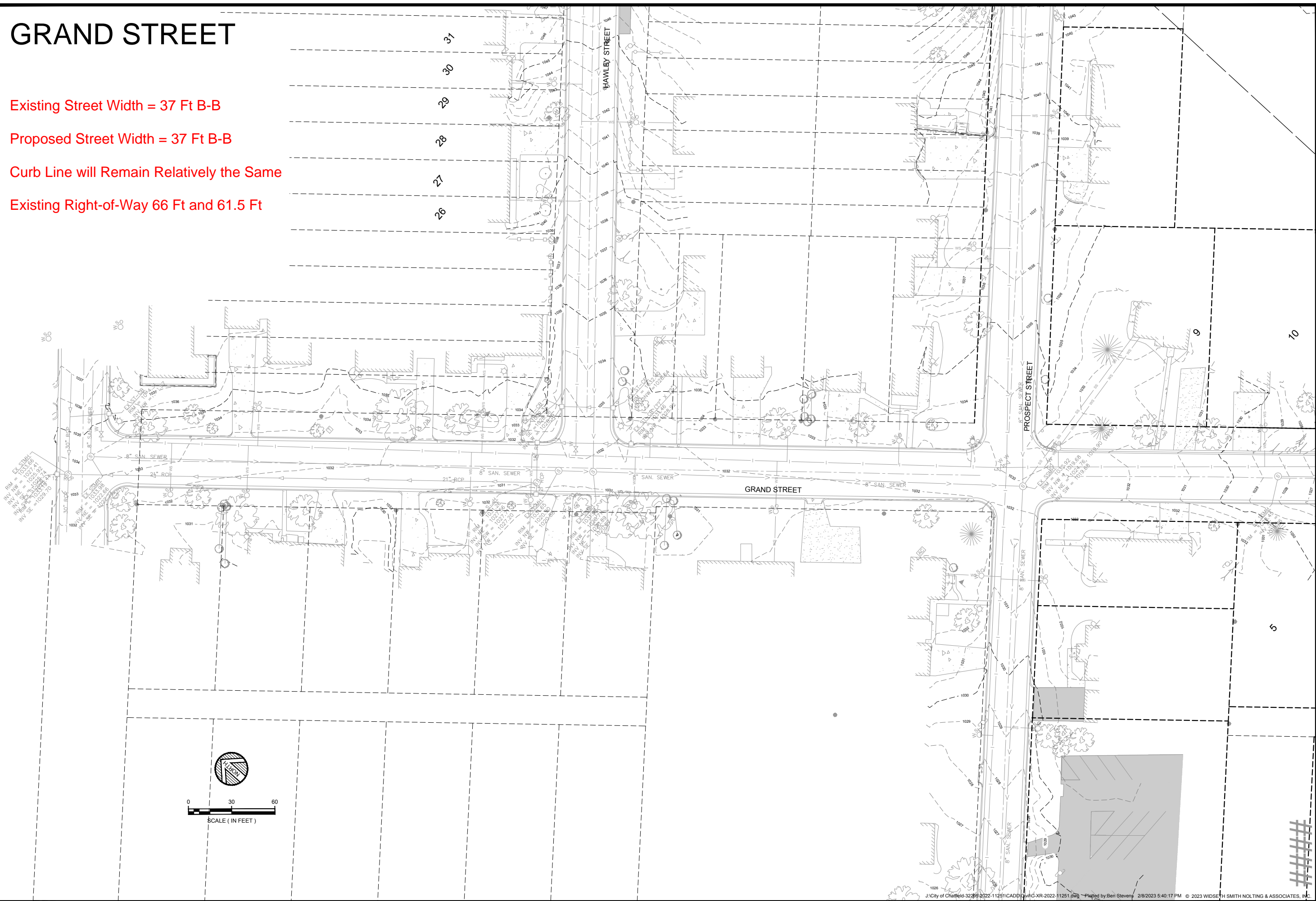
# GRAND STREET

Existing Street Width = 37 Ft B-B

Proposed Street Width = 37 Ft B-B

Curb Line will Remain Relatively the Same

Existing Right-of-Way 66 Ft and 61.5 Ft



**WIDSETH**  
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

<div> <div>####</div> <div>SHEET NO.</div> <div>####</div> </div>	DATE: ####	DATE: ####	REVISIONS DESCRIPTION	BY: ####	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED #### UNDER THE LAWS OF THE STATE OF ####.
	SCALE: ####				
	DRAWN BY: ####				
	CHECKED BY: ####				
####	JOB NUMBER: ####	DATE: ####	LIC. NO. ####		

**HAWLEY STREET**

**GRAND STREET**

**OPTION A**

1. Existing Street Width = 37 Ft B-B
2. Proposed Street Width = 33 Ft or 35 Ft B-B
3. Curb Lines Move in 2 Ft from Existing

**Note: Right-of-Way 59 Ft**

Scale: 0 20 40  
SCALE (IN FEET)

**OPTION B**

- Existing Street Width = 37 Ft B-B
- Proposed Street Width = 37 Ft B-B
- Existing and Proposed Curb Lines Match

Note: Right-of-Way 59 Ft

0 20 40  
SCALE (IN FEET)

J:\City of Chatfield-32295\2022-11251\CAADD\Civil\IC-XR-2022-11251.dwg Plotted by Ben Stevens 1/24/2023 8:55:16 AM © 2023 WIDSETH SMITH NOLTING & ASSOCIATES, INC.



PROSPECT STREET

Existing Street Width = 31 Ft B-B  
Proposed Street Width = 31 Ft B-B

Note: Narrow Right-of-Way (35 Ft)

- OPTION A
- 1. 31 Ft Back of Curb to Back of Curb (26 Ft Bituminous Surface)
  - 2. Curb Lines Line Up East & West of Grand Street
  - 3. West of Grand Street - Curb Line Matches Existing (35 Ft Right-of-Way)
  - 4. East of Grand Street - North Curb Line is 10 Ft South, South Curb Line is 4.5 Ft South

Curb ~ 3 Ft from  
Property Pin

Existing Street Width = 37 Ft B-B  
Proposed Street Width = 31 Ft B-B

Note: Narrow Right-of-Way  
(Maybe 50 Ft)

- OPTION B
- 1. West of Grand - 31 Ft Back of Curb to Back of Curb (26 Ft Bituminous Surface)
  - 2. East of Grand - 33 Ft Back of Curb to Back of Curb (28 Ft Bituminous Surface)
  - 3. South Curb Lines are Offset 2.5 Ft (Existing ~ 4.5 Ft)
  - 4. North Curb Lines are Offset 4.5 Ft (Existing ~ 10.5 Ft)
  - 5. West of Grand Street - Curb Line Matches Existing (35 Ft Right-of-Way)
  - 6. East of Grand Street - North Curb Line is 5.5 Ft South, South Curb Line is 2 Ft South

Curb ~ 5.5 Ft from  
Property Pin

Existing Street Width = 37 Ft B-B  
Proposed Street Width = 33 Ft B-B

Note: Narrow Right-of-Way  
(Maybe 50 Ft)





# City of Chatfield

Thurber Community Center • Chatfield Municipal Building  
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810  
[www.ci.chatfield.mn.us](http://www.ci.chatfield.mn.us)

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## MEMORANDUM

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**TO:** PUBLIC WORKS COMMITTEE  
**FROM:** CRAIG BRITTON  
**SUBJECT:** 2023 STREET PROJECT - GRAND STREET SE, HAWLEY STREET SE AND PROSPECT STREET SE  
**DATE:** FEBRUARY 8, 2023  
**CC:** CITY ADMINISTRATOR, JOEL YOUNG  
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

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**Action Requested:** Consider making a recommendation to Council to authorize the design of the upcoming 2023 Street Improvement Project. The improvement project includes the following areas.

1. Full Reconstruction
  - a. Grand Street SE from 7<sup>th</sup> Street to Prospect Street SE (2 Blocks)
  - b. Hawley Street SE from Grand Street SE to End of Cul De Sac (1 Block)
  - c. Prospect Street SE from Winona Street to End of Street (2 Blocks)
2. Reclaim & Pave and Storm Sewer Installation
  - a. Grand Street SE from Prospect Street SE to Valley Street SE (1 Block)
3. Water Main Installation
  - a. Through Shady Oak Park from Hawley Street to Prospect Street

**Background:** The above project areas were identified because the existing pavement is in poor condition, the existing 4" water main is undersized and there is a lack of storm sewer in that area of the City. The project area is specified in the current capital financial plan and is scheduled for reconstruction in 2023. The estimated project cost for the improvements is just over \$1.99M. Widsath is proposing to prepare plans and specifications and to provide construction staking and observation for an estimated amount of \$262,870. Our formal proposal is attached to this memo.

Sincerely,

Craig Britton

February 8, 2023

**WIDSETH**

City of Chatfield  
Attn: Joel Young, City Administrator  
21 Second Street SE  
Chatfield, MN 55923  
507-867-1518  
[jyoung@ci.chatfield.mn.us](mailto:jyoung@ci.chatfield.mn.us)

**Rochester**  
3777 40th Avenue NW  
Suite 200  
Rochester MN 55901  
507.292.8743  
[Rochester@Widseth.com](mailto:Rochester@Widseth.com)  
Widseth.com

**RE: Confirmation of Request for Engineering Services  
2023 Street Project Feasibility Report – Grand St SE, Hawley St SE, Prospect St SE**

Dear Mr. Young:

In response to your request, we are pleased to submit our proposal to provide professional services on the proposed 2023 Street Improvement project. Our proposal includes preparing plans and specifications, assistance during bidding, construction staking, construction observation and record drawings.

### **Background Information**

The proposed 2023 Street Improvement project includes the areas of Grand Street SE from Hawley Street SE to Valley Street SE, Hawley Street SE from Grand Street SE to the end of the cul de sac and Prospect Street SE from Winona Street SE to the end of the street. These areas were identified because the existing pavement is in poor condition, the existing 4" water main is undersized and there is a lack of storm sewer in that area of the City. The project also includes the installation of water main from Hawley Street to Prospect Street across Shady Oak Park. The project area is specified in the current capital financial plan and is scheduled for reconstruction in 2023. The estimated project cost is approximately \$1.99M.

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

#### Prepare Plans and Specifications:

WIDSETH proposes to prepare plans and specifications for the proposed project. Items included with the proposal are:

- Preliminary site visit and meeting with staff to discuss project requirements and needs.
- Preparation of project plans.
- Preparation of technical specifications.
- Preparation of contract documents.

#### Advertising and Bidding Assistance:

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

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

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Construction Administration:

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

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

Construction Staking and Observation:

WiDSETH will provide construction observation services throughout the duration of the project. Items included in our proposed scope of services are as follows:

- Provide construction staking services
- Monitor project status with on-site observation (approximately 30 hours per week)
- Prepare daily and weekly observation reports.
- Coordinate and review material testing.
- Develop final punch list and monitor completion of corrective work.
- Complete final inspection and assist with project closeout.
- Prepare record drawings following the completion of the project.

WiDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedules, for the estimated amount of \$262,870.

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,

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

Craig Britton, P.E.

February 8, 2023  
2023 Street Improvement Project  
City of Chatfield

.....

***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 \_\_\_\_\_



# 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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SCIENTISTS ■ SURVEYORS

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

## ARTICLE 8. OPINIONS OF COST

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

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

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

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

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

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

#### **ARTICLE 14. BETTERMENT**

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

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who 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 WIDSETH's total fee received for services rendered on this project. 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.**

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**INTEROFFICE MEMORANDUM**

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**TO:** Public Works Committee  
**FROM:** Brian Burkholder, SCS  
**SUBJECT:** Snow Hauling Trucks/Rate adjustment  
**DATE:** 1/23/2023

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**Action Requested:** To consider increasing the hourly rate and minimum hour for trucks used for hauling snow when we blow snow starting at 3:00 am.

**Background:** I believe 3 years ago the rate was increased from \$85 per hour with a minimum of 3 hours to \$100 per hour with a minimum 3 hours for trucks over 2 axles.

It was brought to my attention after the last snow blowing event on Jan 20th, it was brought to my attention that a 4-hour minimum would be better due to fuel charges, time of day, drive time for some, time washing truck after completion etc. It was also mentioned that a \$105 hourly rate is closer to the going rate of \$110 per hour.

If this is the going rate as been described, I would like to recommend increasing the rates as I need trucks for hauling snow when it is needed and at the time we need to blow and haul snow at 3:00 am. Hauling during the did not seem as much of a concern so this could be at a 3 hour minimum at \$105 per hour,

Thank you for your time,  
Brian Burkholder



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INTEROFFICE MEMORANDUM

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**TO:** Public Works Committee  
**FROM:** Brian Burkholder, SCS  
**SUBJECT:** New Public Works Building  
**DATE:** 1/17/2023

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**Action Requested:** Discussions and thoughts on plan for a future Public Works building.

**Background:** I have spent some time getting plans from other cities building plans and layouts to come up with a plan that works for the City of Chatfield.

I have attached plans from Plainview, City of Warroad, City of Pequot, and the City of Waterville. I had emailed the entire plans of 3 earlier to both Paul and Mike for viewing being that they are large to include in the packet.

I have also included drawings using ideas from a few of them and previous thoughts from the committee members and the public works dept staff. At this time, I believe this is a good starting point.

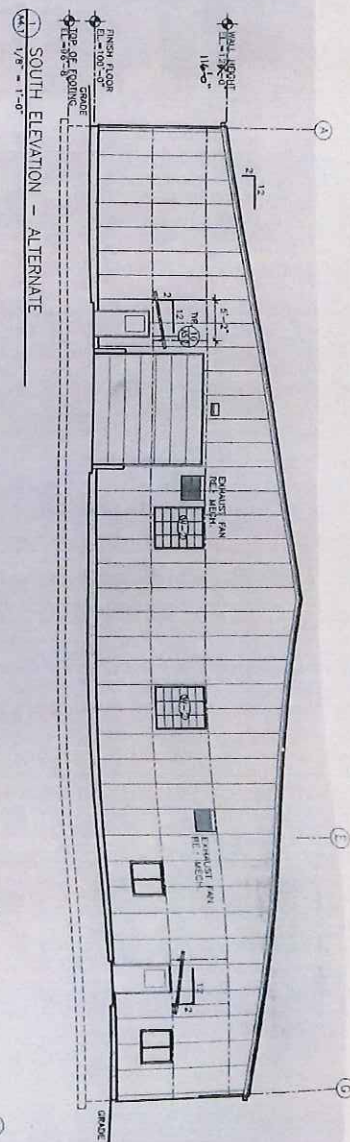
I also attached the measurements of all our current vehicles needing storage along with a layout of all vehicles in the garage area only.

Estimated costs are included on 3 of them. I will receive an estimate once we come up with a plan that we all think will work.

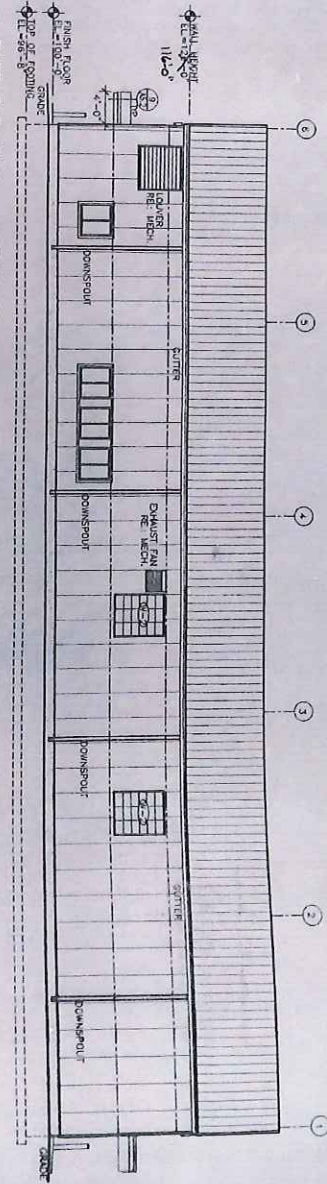
Thank you for your time,  
Brian Burkholder



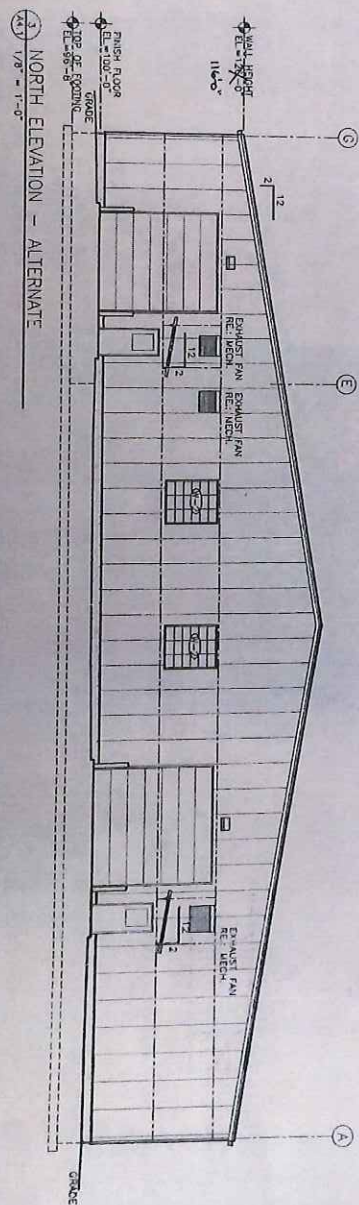




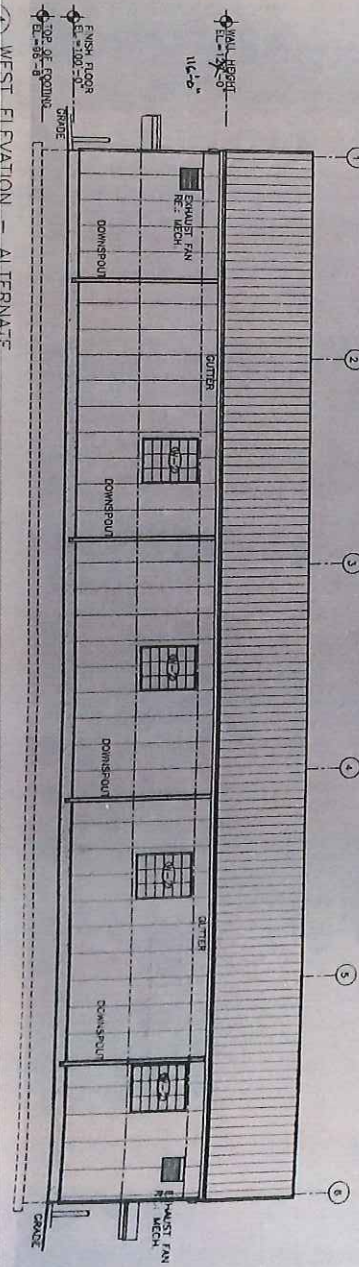
11 SOUTH ELEVATION - ALTERNATE



12 EAST ELEVATION - ALTERNATE



13 NORTH ELEVATION - ALTERNATE



14 WEST ELEVATION - ALTERNATE

OWEN WARNEKE AND ASSOCIATES  
355 WEST SECOND ST. SUITE 200  
PLAINVIEW, TEXAS 75074  
DATE: 4-22-2014  
REVISION: 01/03

NEW PUBLIC WORKS BUILDING FOR  
CITY OF PLAINVIEW

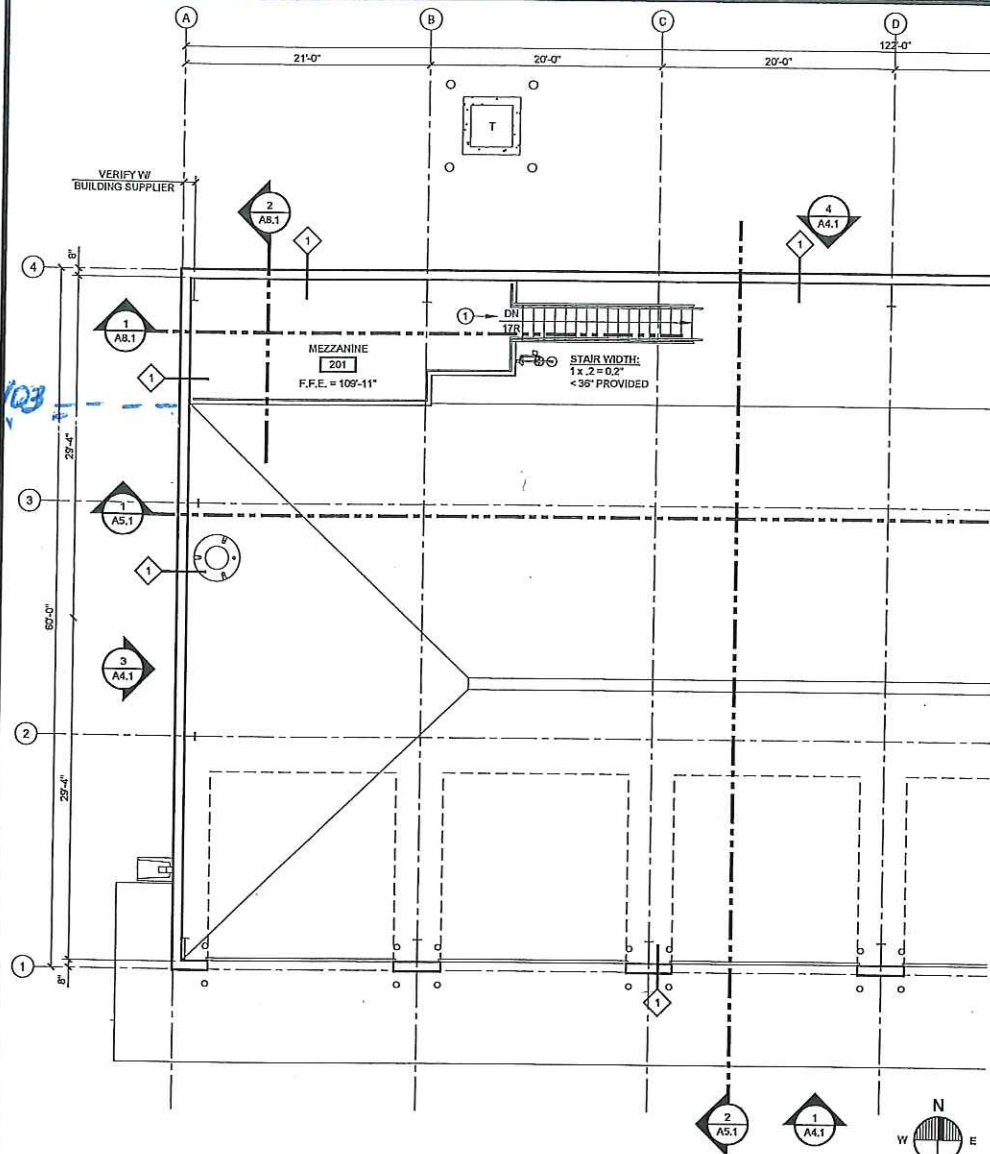
OWEN WARNEKE AND ASSOCIATES  
355 WEST SECOND ST. SUITE 200  
PLAINVIEW, TEXAS 75074  
DATE: 4-22-2014  
REVISION: 01/03



2019 - 700K 2023 - 850K

City of Warroad 7,100 sq ft

Cold storage needed



2 MEZZANINE LEVEL  
SCALE: 1/8" = 1'-0"

**PROJECT:**  
Warroad Maintenance Facility  
City of Warroad  
Warroad MN 56763

**BUILDING DESCRIPTION:**  
The Warroad Maintenance Facility is a new metal building consisting of a service bay, Mechanical room and a storage mezzanine. The building is 7,366 SF with a 280 SF storage mezzanine and it is fully sprinklered.

**BUILDING CODES:**  
2015 Minnesota Building Code  
2012 International Fire Code  
2015 Minnesota State Mechanical and Fuel Gas Code  
2015 Minnesota State Plumbing Code  
2015 Minnesota Energy Code  
ADA Accessibility Guidelines  
CABO/ANSI

**OCCUPANCY GROUPS:**  
(MBC CHAPTER 3)  
S-1 Vehicle service Bay

**CONSTRUCTION TYPE:**  
(MBC Chapter 6)  
VB - Combustible  
- All building yards are greater than 10'-0". No exterior wall rating is required.

**ALLOWABLE AREA:**  
(MBC Chapter 5)  
S-1 Base allowable area: = 9,000 SF  
Sprinkler Increase: = 3%  
New Maintenance Facility  
Perimeter: = 7,366 SF  
Frontage: = 365'-0"  
Area Increase: = 100 (1-.25)1  
Area Increase: = .75

Allowable Area Calculation:  
= 9,000 SF + 9,000(.75) + 9,000 (3)  
= 42,750 SF Allowed > 7,366 SF

**Allowable Mezzanine Area:**  
Storage mezzanine: Allowable mezzanine area is 1/3 of the area to the service bay area for type VB construction.  
6,833 SF X 1/3 = 2,278 SF Allowed > 280 SF Provided

#### CODE DATA

##### ALLOWABLE HEIGHT:

(MBC Chapter 5)  
Base Allowable height: 40'-0"  
Base Allowable stories: 1 story  
Proposed height: 29'-0"  
1 story provided and proposed

##### EXITING:

(MBC Chapter 10)  
Occupant load:  
Service Bay 101 6,833 SF / 100 = 69  
Mechanical 102 199 SF / 300 = 1  
Storage mezzanine 201 280 SF / 300 = 1  
Total occupant load = 71

- See diagram for exiting locations and calculations
- Distance to exits: (MBC Table 1016.2)
- 250'-0" allowed is not exceeded in any occupied area
- Common Path of Egress Travel: (MBC Table 1014.3)
- 75'-0" allowed distance is not exceeded in any occupied area.
- Exit separation distance
- 1/2 diagonal distance at all spaces requiring 2 exits.

##### FIRE PROTECTION:

(MBC Chapter 9)  
S-1 base allowed fire area for storage of commercial vehicles = 5,000 SF  
5,000 SF allowed < 7,366 SF provided (Sprinkler system is required)  
- See floor plan for the fire extinguisher locations.

##### INTERIOR ENVIRONMENT:

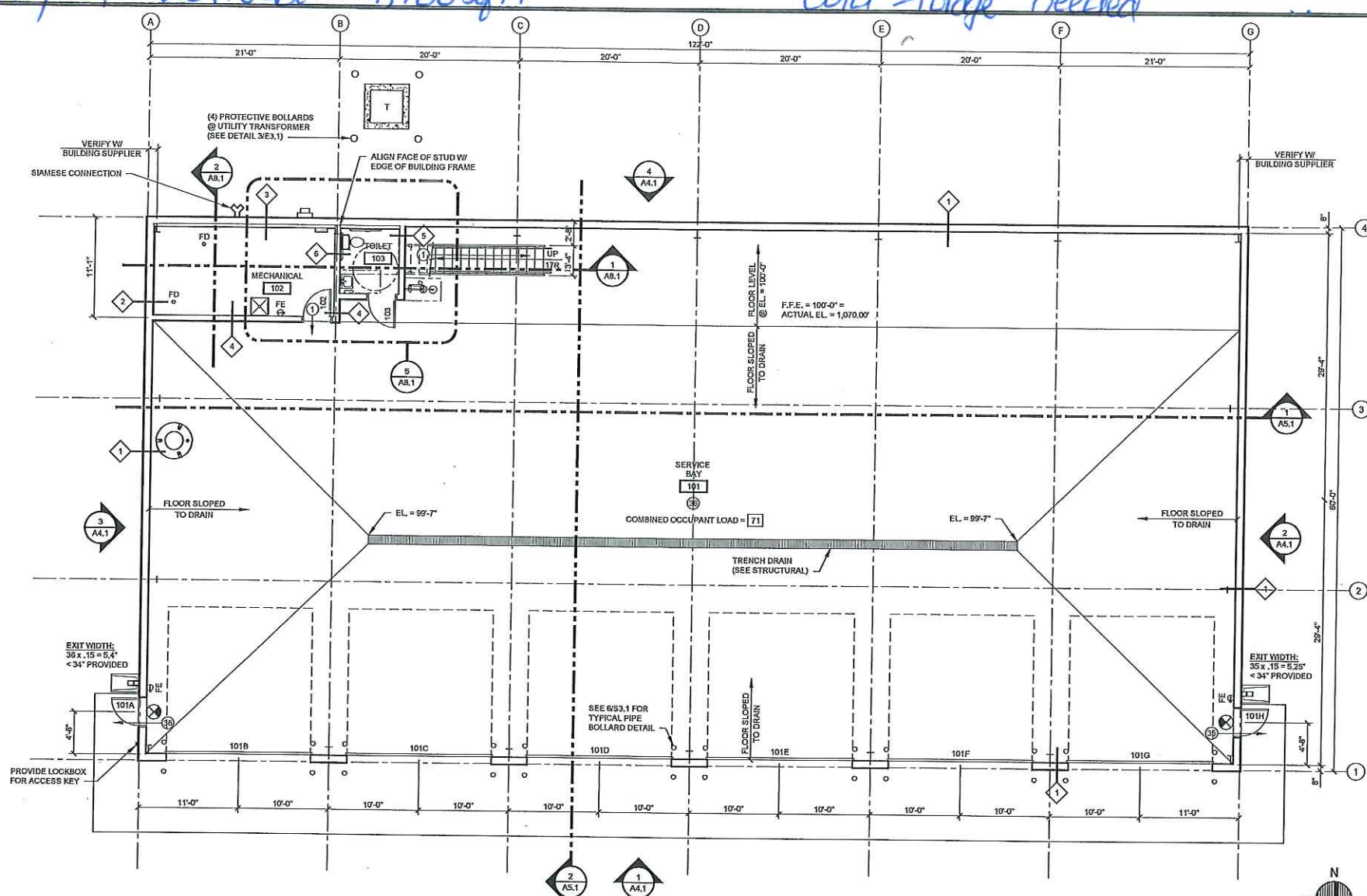
(MBC Chapter 8)  
Required flame spread classification; all area comply with the following:  
S-1: Class C: Flame spread index 76-200; smoke developed index 0-450

##### SANITATION:

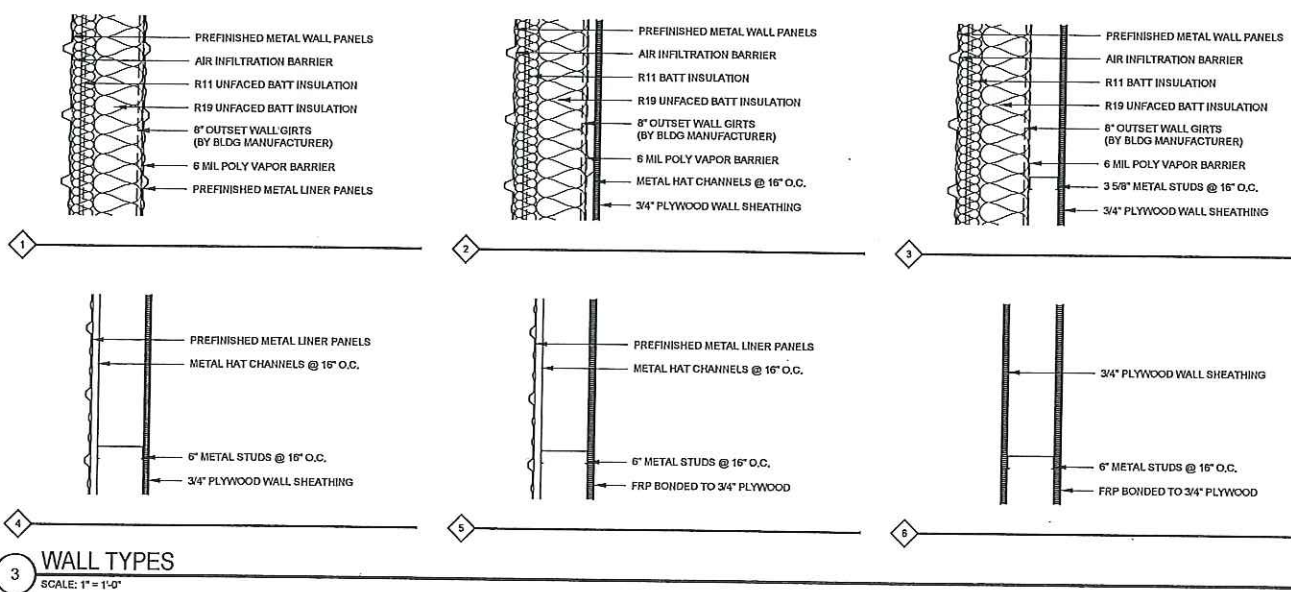
(MBC Chapter 29)  
- Toilet room count is based on the number of employees which is seven employees for the entire facility.  
- Single accommodation unisex toilet room is permitted per MBC 2902.2.2.

##### ACCESSIBILITY:

(MBC Accessibility Code/ADA)  
- Entrance is accessible from drive area.



1 FLOOR PLAN  
SCALE: 1/8" = 1'-0"



3 WALL TYPES  
SCALE: 1" = 1'-0"



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
*Greg Bolt*  
DATE: 03/27/2019 LIC. NO. 48770  
CREG BOLT

REVISIONS	DESCRIPTION	DATE	BY
1	AS SHOWN	FEBRUARY, 2019	AS SHOWN
2	D.C.G.		
3	G.J.B.		
4	CHECKED BY:		
5	JOB NUMBER:	069000989.000	

WARROAD MAINTENANCE FACILITY  
CITY OF WARROAD  
WARROAD MINNESOTA  
FLOOR PLAN & CODE DATA

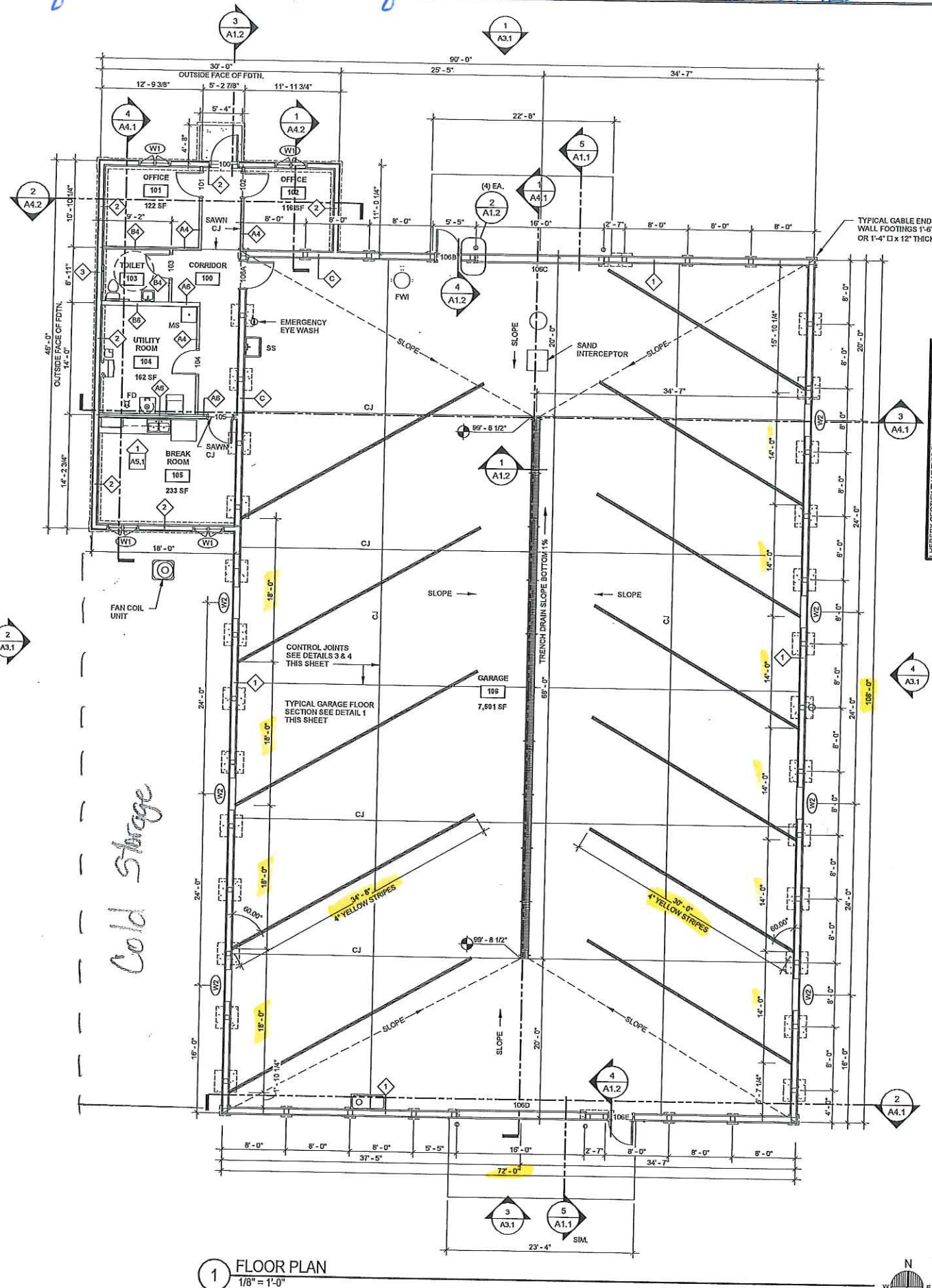
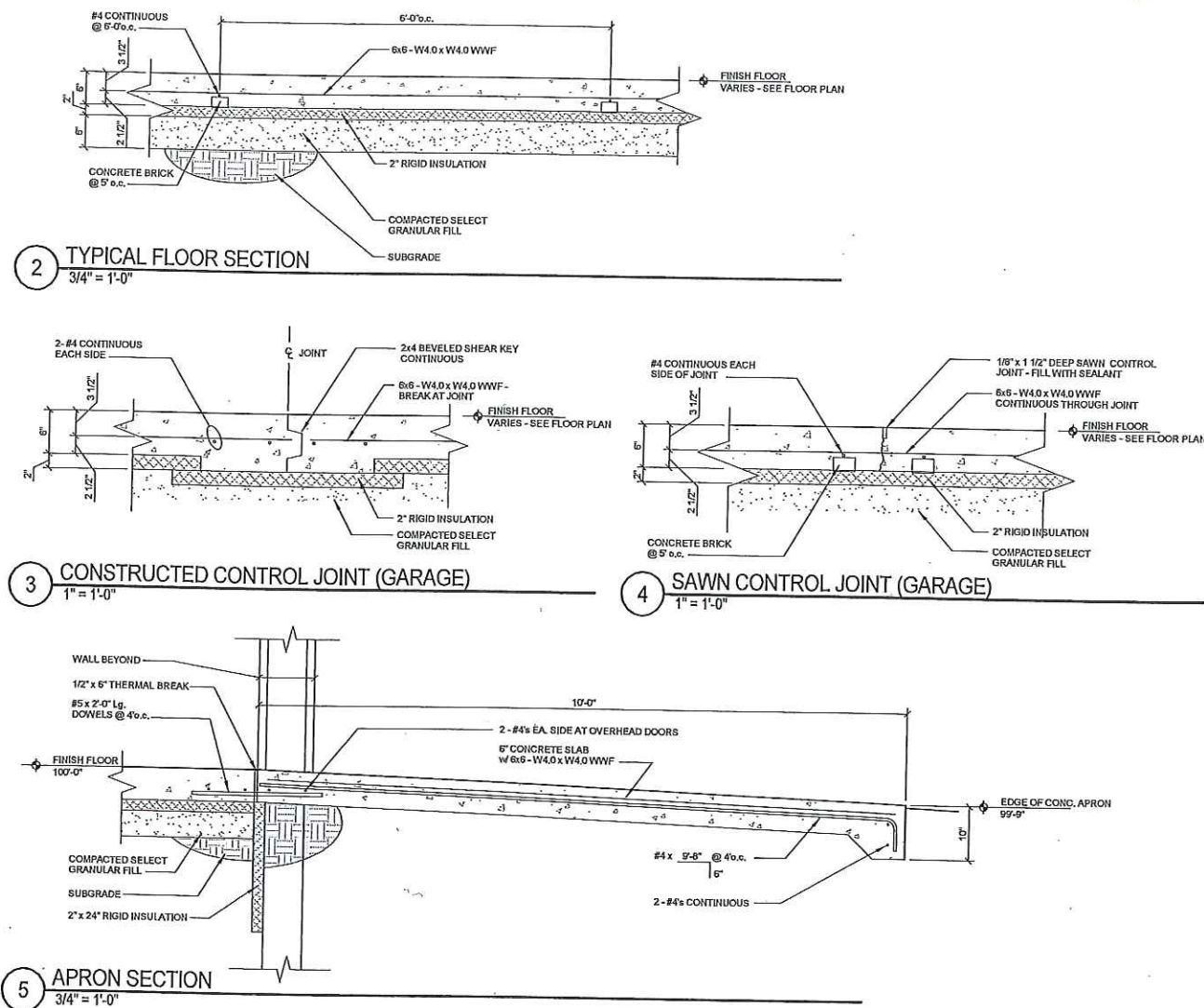


2018 - 900K

2023 - 1.15M

City of Pequot Lakes 8,800 sqft

Cold storage needed 10 stalls



HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Mark V. Halpin*  
Mark V. Halpin  
12/2/2017  
12/2/2017

DATE	REV	DESCRIPTION
DECEMBER 8, 2017	AS NOTED	
DRAWN BY: JLS / CJS		
CHECKED BY: DA		
JOB NUMBER: 013020031.000		

MAINTENANCE DEPARTMENT GARAGE  
CITY OF PEQUOT LAKES  
PEQUOT LAKES, MINNESOTA

SHEET NO.  
**A1.1**

**WIDSETH SMITH NOLTING**  
Engineering | Architecture | Surveying | Environmental



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

*Douglas A. Acton*  
Douglas A. Acton  
12/2/2017  
12/2/2017

DATE	REV	DESCRIPTION
DECEMBER 8, 2017	AS NOTED	
DRAWN BY: JLS / CJS		
CHECKED BY: DA		
JOB NUMBER: 013020031.000		

MAINTENANCE DEPARTMENT GARAGE  
CITY OF PEQUOT LAKES  
PEQUOT LAKES, MINNESOTA

SHEET NO.  
**A1.1**

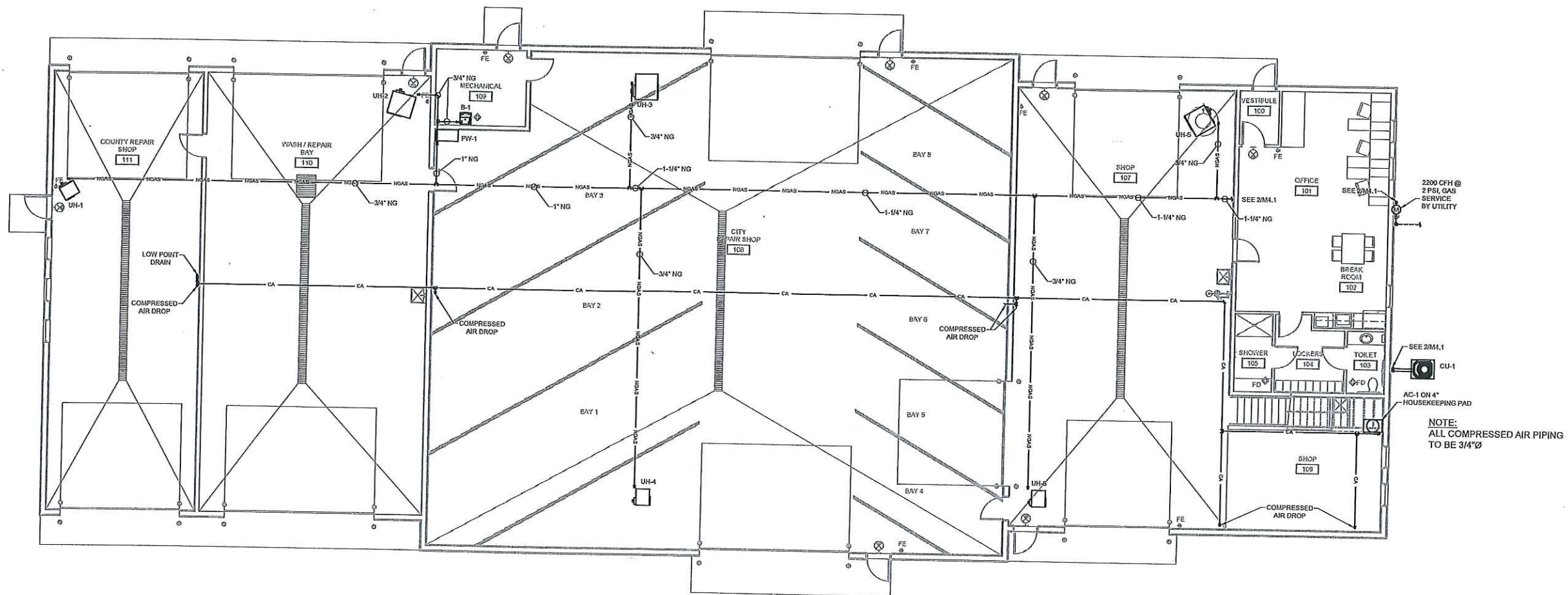
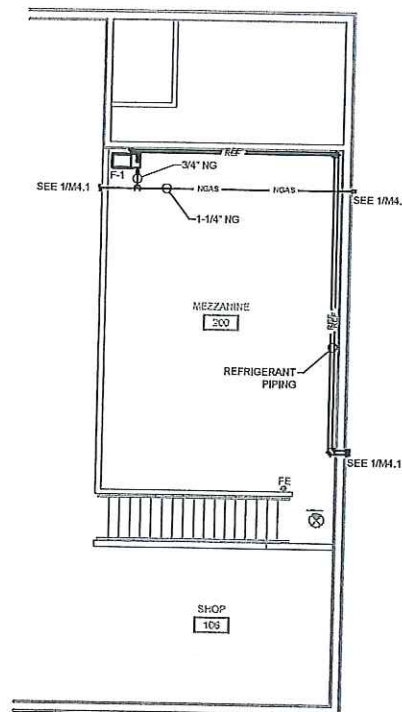
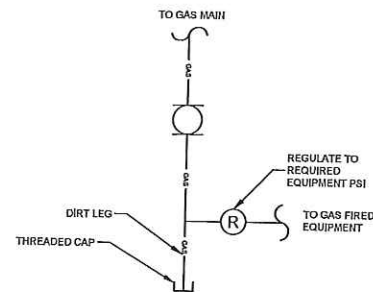
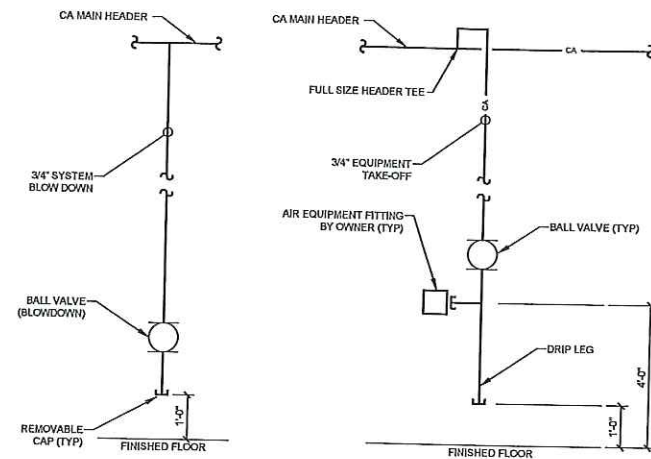


2014-1.3M

2023-2M

City of Waterville 11,500 sq ft

Cold storage needed



**WIDSETH SMITH NOLTING**  
Engineering | Architecture | Surveying | Environmental



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

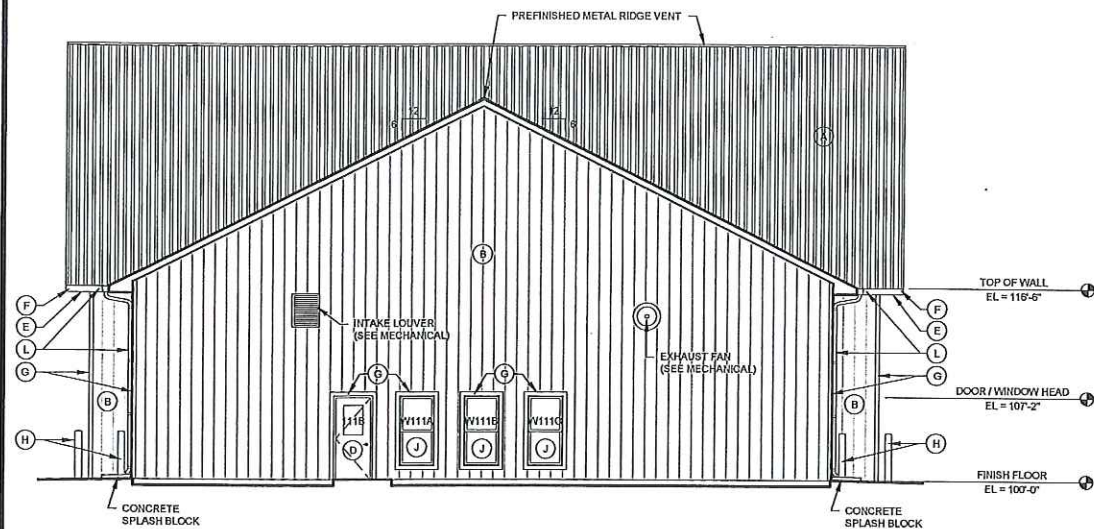
*Eric J. Jundt*  
ERIC J. JUNDT  
DATE: 09/25/2014 LIC. NO. 5438

DATE	REVISIONS DESCRIPTION	DATE	REV
SEPTEMBER 2014	AS SHOWN		
DRAWN BY: JDO			
CHECKED BY: EFJ			
JOB NUMBER: 1080R0005.000			

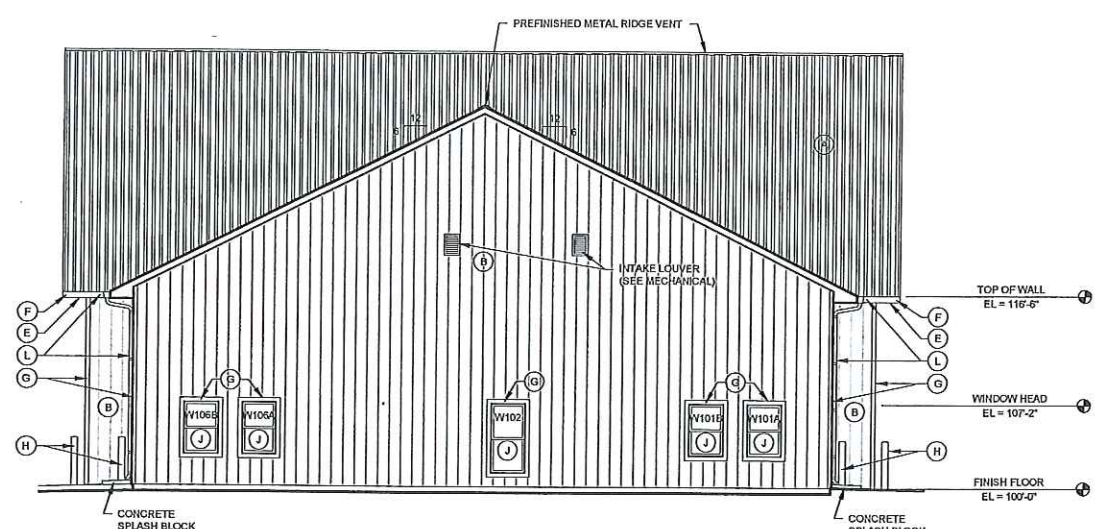
WATERVILLE MAINTENANCE FACILITY  
CITY OF WATERVILLE  
WATERVILLE, MINNESOTA  
PIPING PLANS

SHEET NO.  
**M4.1**





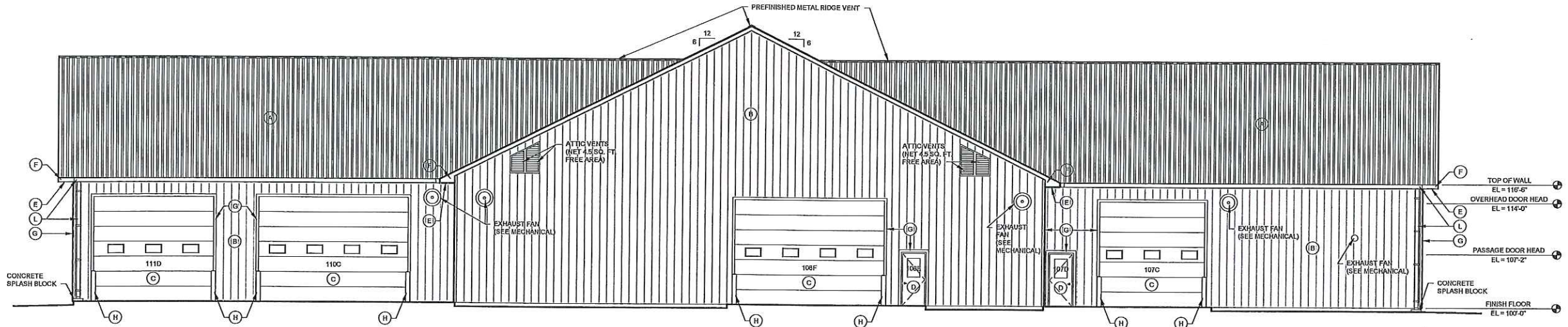
2 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



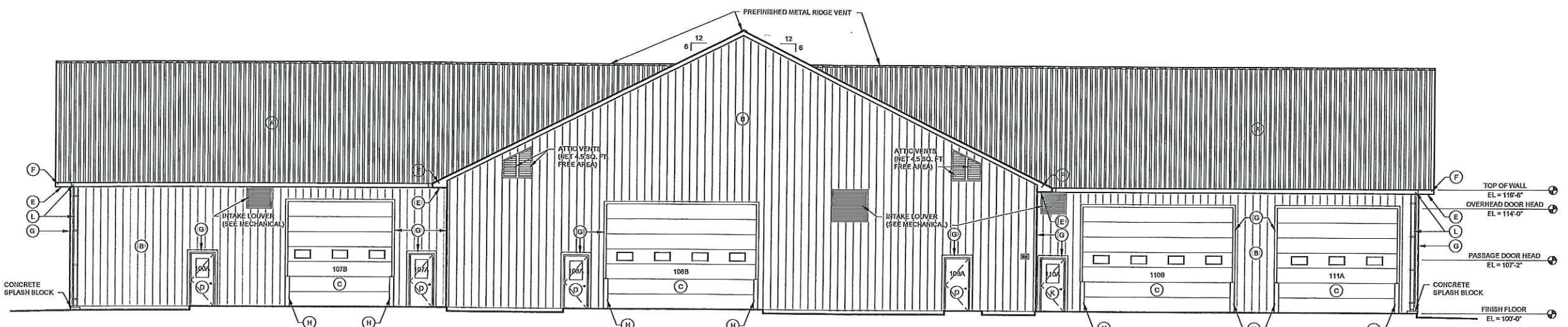
1 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE		
SYMBOL	BASE MATERIAL	FINISH
(A)	METAL ROOF PANEL	FACTORY FINISHED COLOR: TO BE DETERMINED
(B)	METAL WALL PANEL	FACTORY FINISHED COLOR: TO BE DETERMINED
(C)	INSULATED OVERHEAD DOOR	FACTORY FINISHED COLOR: TO BE DETERMINED
(D)	INSULATED HOLLOW METAL DOOR AND FRAME	FACTORY PRIMED, FIELD PAINTED COLOR: TO BE DETERMINED
(E)	PREFINISHED PERFORATED METAL SOFFIT PANEL	FACTORY FINISHED COLOR: TO BE DETERMINED
(F)	PREFINISHED METAL FASCIA	FACTORY FINISHED COLOR: TO BE DETERMINED
(G)	PREFINISHED METAL TRIM	FACTORY FINISHED COLOR: TO BE DETERMINED
(H)	6" Ø CONCRETE FILLED PIPE BOLLARD	COLOR: MATCH TRIM COLOR
(J)	VINYL DOUBLE HUNG WINDOW	COLOR: MATCH TRIM COLOR
(K)	INSULATED FIBERGLASS DOOR W ALUMINUM FRAME	FACTORY PRIMED, FIELD PAINTED COLOR: TO BE DETERMINED
(L)	PREFINISHED METAL GUTTER & DOWNSPOUT	FACTORY FINISHED - BOTH SIDES COLOR: TO BE DETERMINED

NOTE: MAXIMUM OUTSIDE REFLECTANCE IS NO GREATER THAN 29% AND THE MINIMUM VISIBLE LIGHT TRANSMITTANCE IS NO LESS THAN 53%.



3 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION  
SCALE: 1/8" = 1'-0"

**WIDSETH SMITH NOLTING**  
Engineering | Architecture | Surveying | Environmental

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 09/25/2014 LIC. NO. 71458

DATE	REVISIONS	DESCRIPTION	BY
SEPTEMBER, 2014	1/8" = 1'-0"	D.C.G.	
		G.J.B.	

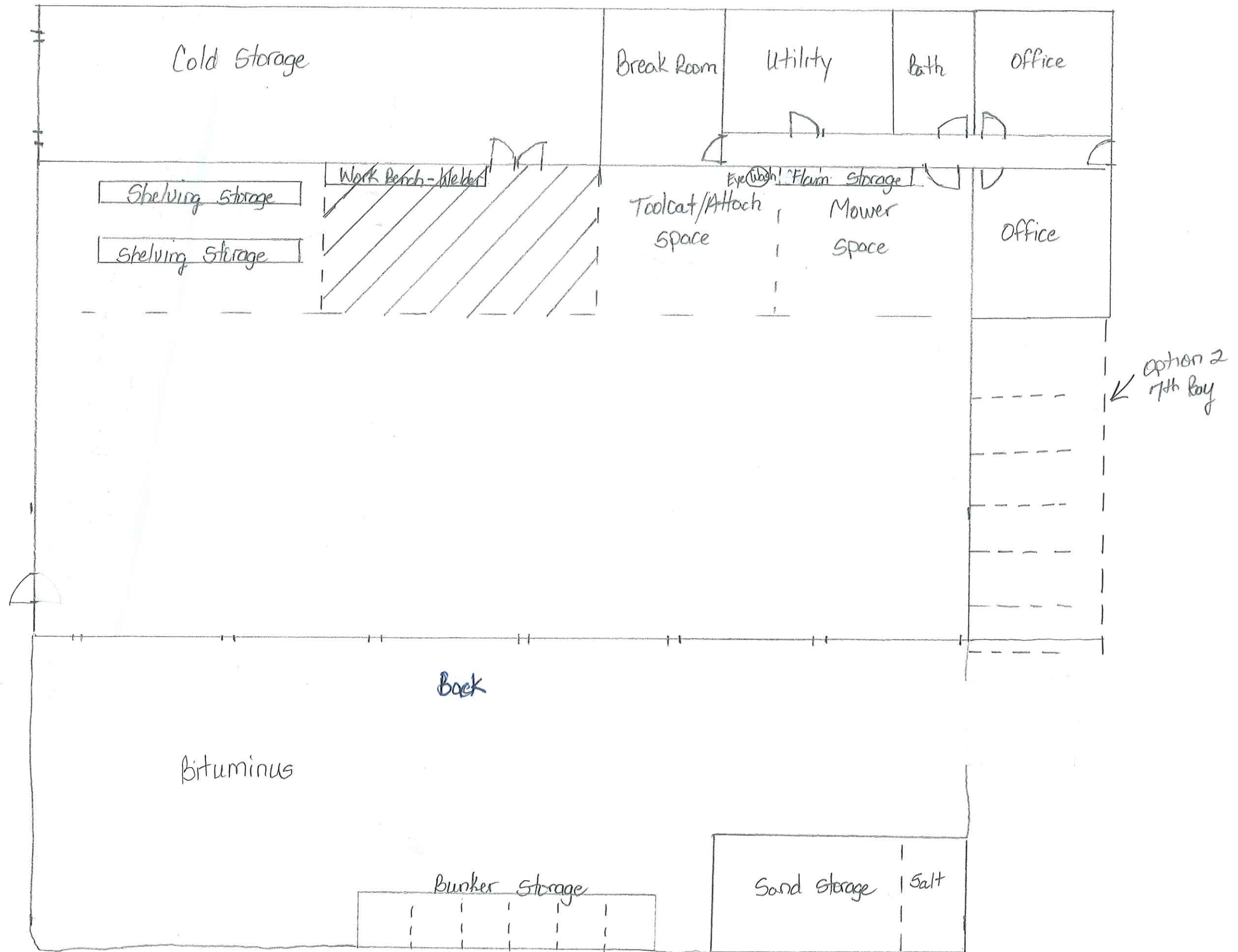
DATE: SEPTEMBER, 2014  
SCALE: 1/8" = 1'-0"  
DRAWN BY: D.C.G.  
CHECKED BY: G.J.B.  
JOB NUMBER: 1080R0005.000

WATERVILLE MAINTENANCE FACILITY  
CITY OF WATERVILLE  
WATERVILLE, MINNESOTA  
EXTERIOR ELEVATIONS

SHEET NO. **A4.1**

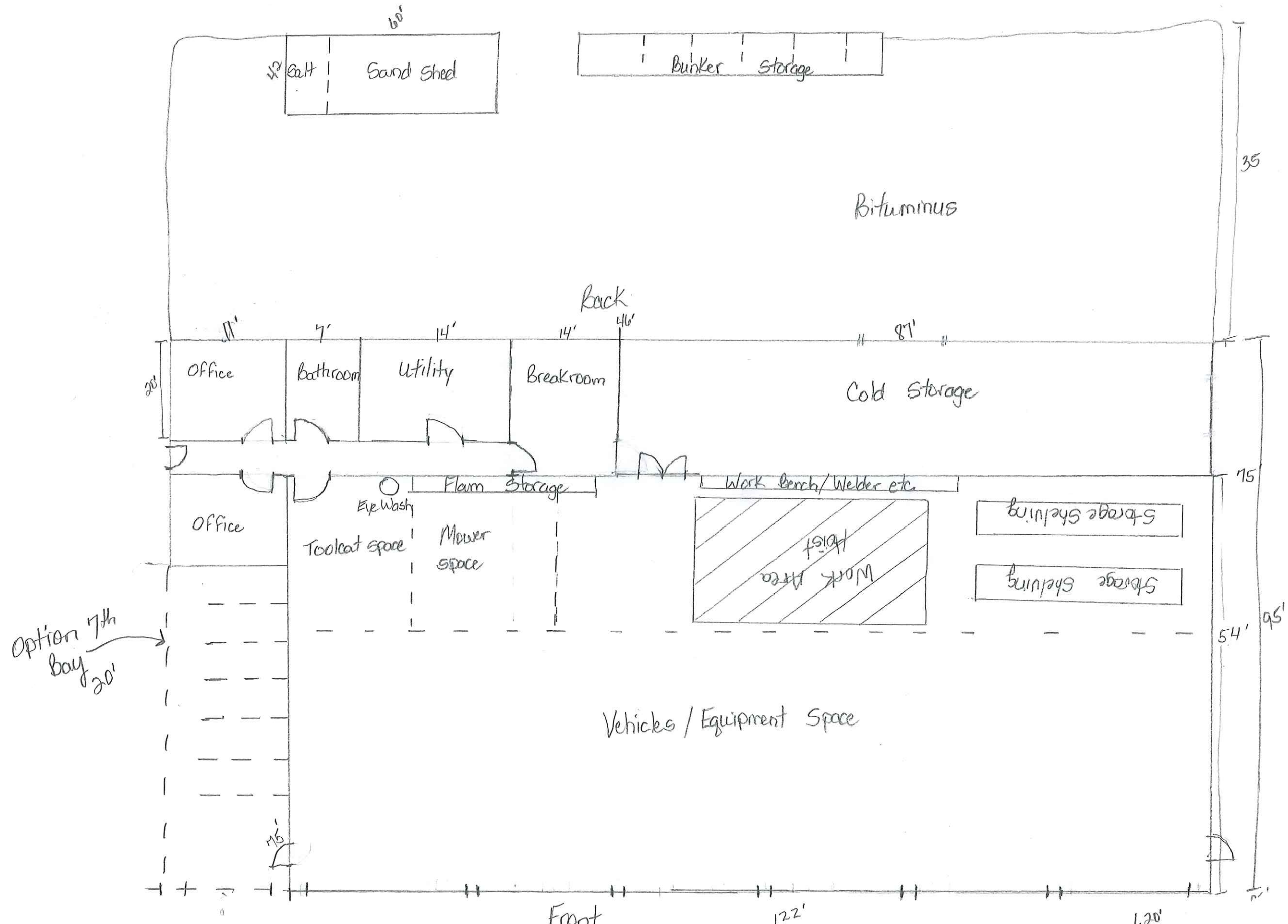


Option 1 - 95' x 122' = 11,590 sq ft  
Front 17th Bay  
Option 2 - 95' x 142' = 13,490 sq ft



Back

Option 1 -  $95' \times 122' = 11,590 \text{ sq ft}$   
Option 2 - 7<sup>th</sup> Bay  $95' \times 142' = 13,490 \text{ sq ft}$





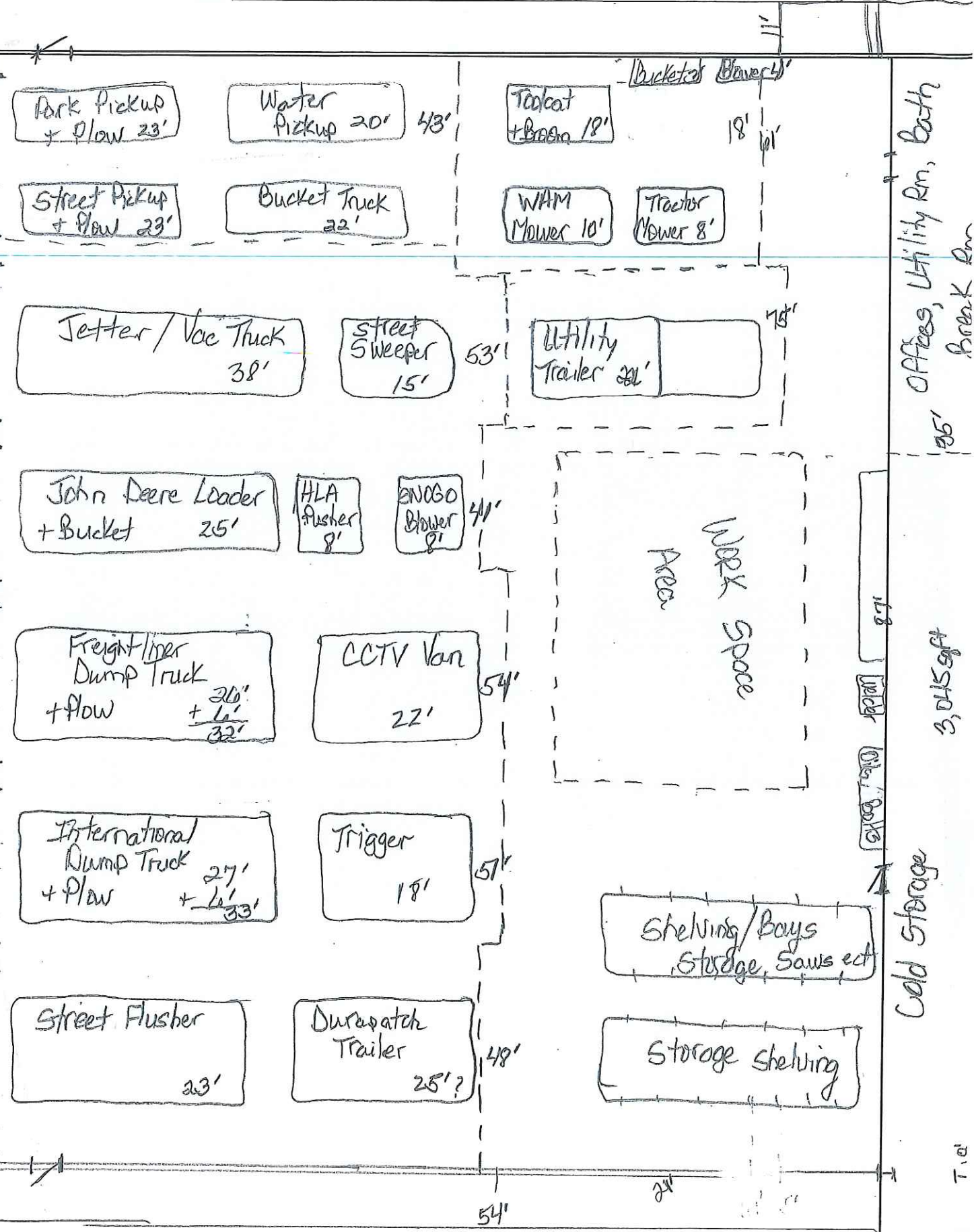
Public Works Vehicle List and lengths

1. Bucket Truck- 22'	
2. Street Sweeper- 15'	
3. SNOGO Blow- 8'	
4. Toolcat with Broom- 18' 4"	
5. Toolcat Blower- 18'	
6. Toolcat Bucket- 3'	
7. International Dump Truck- 27' + Plow- 6" = 33'	
8. Freightliner Dump Truck- 26' + Plow- 6' = 32'	
9. John Deere Loader- 22' + Bucket- 3' = 25'	
10. HLA Snow Pusher- 8'	
11. Flusher- 23'	
12. Street Pickup- 19' + Plow- 5' = 23'''	
13. Park Pickup- + Plow- 5' =	
14. Water Pickup- 20'	
15. Trigger- 18'	Cold Storage
16. CCTV Van- 22'	Cold Storage
17. WAM Mower- 10'	
18. Tractor Mower- 8'	
19. International Jetter/Vac Truck-38'	
20. Durapatcher- 25'	
21. Utility Trailer- 21'	Cold Storage or Outside
Total- 416'	



Real People. Real Solutions.

Client \_\_\_\_\_ Page \_\_\_\_\_ Of \_\_\_\_\_  
Project No. PW Maint Facility Date \_\_\_\_\_ By Mira 122' x 75'  
Project Garage  
Task \_\_\_\_\_





# Benefits

## What are the benefits of joining the GreenStep program and implementing its best practices?

The answers to this question will be different for different cities, but here are the key points we have heard from GreenStep cities and around which we have designed the program. The GreenStep program:

- **Is a continuous improvement pathway** for cities to "go green," becoming more sustainable and resilient.
- **Will save city staff time** in researching proven, cost-effective actions for cutting energy use, decreasing the city's carbon footprint, and accomplishing other sustainability goals that exceed regulatory requirements. Information on and an Advisor for how to complete 170 actions – in the best practice groups of buildings, land use, transportation, environment, and economic/community development – is continuously updated with Minnesota-specific information.
- **Will save cities money** and deliver a stream of multiple environmental, social and financial benefits; will help cities explore how to spend the same amount of money smarter.
- **Is a home-grown, independent program tailored to Minnesota cities** and provides maximum flexibility and total control and choice by city councils in how to implement a proven best practice.
- **Provides over 4,000 reports** on how Minnesota cities are taking action, making it easy to learn from and contact peer cities so as to jump-start actions in your own city.
- **Opens up special opportunities** for funding and technical assistance, available mostly to GreenStep cities because the GreenStep program focuses on existing GreenStep cities.
- **Positions a city** to more easily apply for competitive grant and assistance programs.



- **Maps out how to follow-through** on the various commitments cities may have made, such as the U.S. Mayors Climate Protection Agreement, signed by over 40 Minnesota cities, and on the Minnesota Legislature's aggressive Next Generation Energy Act.
- **Provides leadership and action roles for community** members, businesses and institutions so as to stretch limited city funds and strengthen a civic culture of engagement and innovation. We encourage cities to use student interns to help enter best practice action reports on the GreenStep web site, and have an intern manual to make this easier.
- **Continuously prompts** program participants – like an exercise coach would! – to maximize opportunities to accelerate sustainability actions.
- **Provides public recognition** of the good work being done by Minnesota cities.

## What recognition is there for a GreenStep City?

- **Annual peer recognition** at the June conference of the League of Minnesota Cities.
- **Annual \$1,000 LMC/GSC Sustainable City Award.**
- **Your city's accomplishments will be visible** on the GreenStep web site, the most comprehensive web site in Minnesota devoted to city sustainability.
- **Artwork and recognition materials** (logos, sample press releases).
- **Five steps of recognition:**
  - **Step One:** for cities that have passed a city council resolution to work on implementing best practices of their own choice and at their own pace.
  - **Step Two:** for cities that have implemented any 4, 6 or 8 best practices (depending on city Category/city capacity).
  - **Step Three:** for cities that have implemented an additional 4, 6 or 8 best practices (depending on city Category) and completed a handful of specific high-impact actions – this can take between one and a few years.
  - **Step Four:** for cities that report (by May 1st), for the previous calendar year, between 7 and 10 core city performance metrics and 5, 3, or no (depending on city Category) additional metrics of their choice.
  - **Step Five:** for cities that report improvement in a minimum number of metrics.



Best Practice Actions	Initial inventory column: select which actions are completed, in-process, planned, not relevant.	Category C	Category B	Category A
		Step 2 Recognition Minimums by Category		
		Complete any 4 Best Practices	Complete any 6 Best Practices	Complete any 8 Best Practices
		Step 3 Recognition Minimums by Category		
Buildings & Lighting Best Practices Category: BPs 1 - 5		Any ONE of the 5 Building BPs needed for Step 3 recognition	BP #1 plus ONE other Building BP needed for Step 3 recognition	BP #1 plus ONE other Building BP needed for Step 3 recognition
<b>Best Practice #1: Efficient Existing Public Buildings</b>		Optional BP	needed BP	needed BP
1. Enter/update building information into the MN B3 Benchmarking database, and routinely enter monthly usage data for all city-owned buildings/infrastructure that consume energy/water.			needed action	needed action
2. Make no/low cost indoor lighting and operational changes in city-owned/school buildings to reduce energy costs.			needed action	needed action
3. Invest in larger energy efficiency projects through performance contracting or other funding or through smaller retro-commissioning/retrofit projects in city-owned/school buildings.				
4. Implement Information technology efforts and city employee engagement to reduce plug loads, building energy use and workflow efficiency.				
5. Document that the new construction or major remodeling of a public building has met the SB 2030 energy standard or has met or qualified under a green building or energy framework.		If implementing this BP, complete at least any ONE action.		needed; choose one additional BP action from actions (3) - (7)
6. Improve the operations & maintenance of city-owned/school buildings and leased buildings by using a customized online energy efficiency tool, asset management tool, green building framework or green lease.				
7. Install for one or more city-owned/school buildings one of the following efficiency measures:				
a. A ground-source, closed loop geothermal system. b. A district energy/microgrid system. c. A rainwater harvesting system for building water use.				
<b>2. Efficient Existing Private Buildings</b>		Optional BP	Optional BP	Optional BP
1. Create or participate in a marketing/outreach/incentive program to promote/achieve residential energy/water use reduction and energy efficiency.				
2. Integrate green building and EV charging best practices information and assistance into the building permit process.				
3. Implement an energy rating/disclosure policy for residential and/or commercial buildings.				
4. Describe energy/water efficiency actions and other green building practices at businesses and not-for-profit organizations located within/nearby the city.				
5. Conserve/protect drinking groundwater resources by creating a water-wise landscaping ordinance/guidance, WaterSense purchasing program, or guidance on rainwater harvesting and home water softener use.		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least TWO actions.
6. Provide a financial or other incentive to private parties who add energy/sustainability improvements, meet the SB 2030 energy standard, or renovate using a green building or energy framework.				
7. Customize a model sustainable building renovation policy that includes the SB 2030 energy standard and adopt the language to govern commercial renovation projects that:				
a. Receive city financial support, and/or b. Require city regulatory approval (conditional use permits, rezonings, variances, PUD status).				
<b>3. New Green Buildings</b>		Optional BP	Optional BP	Optional BP
1. Require by city policy that new city-owned buildings be built using the SB 2030 energy standard and/or a green building framework.				
2. Work with the local school district to ensure that future new schools are built using the SB 2030 energy standard and/or a green building framework.				
3. Adopt a sustainable building policy for private buildings; include the SB 2030 energy standard; adopt language governing new development projects that:		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least action (1) or (2) and ...  ... complete at least ONE additional action (3) through (5).
a. Receive city financial support, and/or b. Require city regulatory approval (planned unit development, conditional use permit, rezoning, variance).				
4. Provide a financial or other incentive to private parties who build new buildings that utilize the SB 2030 energy standard and/or a green building framework.				
5. Adopt environmentally preferable covenant guidelines for new common interest communities addressing issues such as stormwater, greywater, native vegetation, growing food, clothes lines, electric vehicle charging, and renewable energy.				
<b>4. Efficient Outdoor Lighting and Signals</b>		Optional BP	Optional BP	Optional BP
1. Require energy efficient, Dark-Sky compliant new or replacement outdoor lighting fixtures on city-owned/private buildings and facilities.				
2. Purchase LEDs for all future street lighting and traffic signals.				
3. Replace the city's existing street lighting with Dark-Sky-compliant LEDs, modifying any city franchise/utility agreement and adding smart grid attributes.				
4. Coordinate traffic signals and/or optimize signal timing so as to minimize car idling at intersections yet maintain safe and publicly acceptable vehicle speeds.		If implementing this BP, complete at least ONE action.	If implementing this best practice, complete at least TWO actions, including one of actions (5) through (8).	If implementing this best practice, complete at least TWO actions, including one of actions (5) through (8).
5. Use LED/solar-powered lighting for a flashing sign or in a street, parking lot or park project.				
6. Relamp/improve exterior building lighting for city-owned buildings/facilities with energy efficient, Dark-Sky compliant lighting.				
7. Replace city-owned parking lot/ramp lighting with Dark-Sky compliant, energy efficient, automatic dimmable light technologies.				
8. Replace the city's existing traffic signals with LEDs.				
<b>5. Building Redevelopment</b>		Optional BP	Optional BP	Optional BP
1. Adopt an historic preservation ordinance/regulations to encourage adaptive reuse.				
2. Implement the Minnesota Main Street model for commercial revitalization.				
3. Plan for reuse of large-format retail buildings, or work with a local school, church or commercial building to either add-on space or repurpose space into new uses.		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.
4. Create/modify a green residential remodeling assistance/financing program to assist homeowners in adding space or features such as EV charging, renewables to their existing homes.				
5. Adopt development/design standards and programs that facilitate infill, redevelopment, and adaptable buildings.				
<b>Land Use Category: BPs 6 - 10</b>		BP #6 needed	BP #6 plus ONE other Land Use BP needed	BP #6 plus ONE other Land Use BP needed
<b>6. Comprehensive Plans</b>		needed BP	needed BP	needed BP
1. Adopt a comprehensive plan or (for Category B & C cities) adopt a future land use plan that was adopted by the county or a regional entity.		needed action	needed action	needed action
2. Demonstrate that regulatory ordinances comply with the comprehensive plan including but not limited to having the zoning ordinance explicitly reference the comprehensive plan as the foundational document for decision making.			needed action	needed action
3. Include requirements in comprehensive and/or other plans for intergovernmental coordination addressing regional land use and watershed/wellhead impacts, infrastructure, transportation, economic development and city/regional services.				
4. Include ecological provisions in the comprehensive plan that explicitly aim to minimize open space fragmentation and/or establish a growth area with expansion criteria.				
5. Adopt climate mitigation and/or energy independence goals and objectives in the comprehensive plan or in a separate policy document, and include transportation recommendations such as becoming an EV-ready city.				
<b>7. Efficient City Growth</b>		Optional BP	Optional BP	Optional BP
1. Limit barriers to higher density housing by including in the city zoning ordinance and zoning map:				
a. Neighborhood single-family density at 7 units/acre or greater.				
b. Multi-family housing at a gross density of at least 15 units/acre adjacent to a commercial zoning district or transit node.				

>>What category is my city in? See your city page for GreenStep City Category.

>> For each best practice, see the hyperlink listed to view detailed guidance, implementation tools and which cities are completing the actions.



<p><b>2. Achieve higher density housing</b> through at least two of the following strategies:</p> <ul style="list-style-type: none"> <li>a. Incorporate a flexible lot size/frontage requirement for infill development.</li> <li>b. Use density and floor area ratio (FAR) bonuses in selected residential zoning districts.</li> <li>c. Cluster residential development; tie a regulatory standard to comprehensive plan language defining compact city expansion zones that limit low-density development.</li> <li>d. Allow accessory dwelling units, single-room occupancy housing, senior housing, co-housing or tiny houses/apartments by right in selected zoning districts.</li> </ul>		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.
<p><b>3. Achieve higher intensity commercial/industrial land uses</b> through at least one of the following strategies:</p> <ul style="list-style-type: none"> <li>a. Include in the city zoning ordinance and zoning map a commercial district with reduced lot sizes and zero-lot-line setbacks, or a FAR minimum of 1.</li> <li>b. Set targets for the minimum number of employees/acre in different commercial zones.</li> </ul>				
<p><b>4. Provide incentives for infill projects, or for life-cycle housing at or near job or retail centers, or for achieving an average net residential density of seven units per acre.</b></p>				
<p><b>5. Use design to create social trust and interaction among neighbors: modify the city zoning ordinance and zoning map to allow, without variance or rezoning in at least one district, developments that meet the prerequisites for LEED for Neighborhood Development certification.</b></p>				
<b>8. Mixed Uses</b>		Optional BP	Optional BP	Optional BP
<p>1. Organize or participate in a community planning/placemaking/design process for the city/a mixed use district.</p> <p>2. Locate or lease a school, city building or other government facility that has at least two of these attributes:</p> <ul style="list-style-type: none"> <li>a. Adjacent to an existing employment or residential center.</li> <li>b. Designed to facilitate and encourage access by walking and biking.</li> <li>c. Accessible by regular transit service.</li> </ul>				
<p>3. Modify a planned unit development ordinance to emphasize mixed use development, to limit residential PUDs to areas adjacent to commercial development, and/or to add sustainability features.</p>				
<p>4. Report that a (re)development meets a city/community-determined minimum point threshold under the Equitable Development Scorecard or LEED-ND (Neighborhood Development).</p>		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least TWO actions.
<p>5. Have a downtown zoning district that allows residential and compatible commercial development.</p>				
<p>6. Incorporate form-based zoning approaches into the zoning code, in those areas where a diverse mix of uses is desired.</p>				
<p>7. Create incentives for vertical mixed-use development in appropriate locations (downtown, commercial districts near colleges or universities, historic commercial districts).</p>				
<b>9. Efficient Highway- and Auto-Oriented Development</b>		Optional BP	Optional BP	Optional BP
<p>1. Establish design goals for at least one highway/auto-oriented corridor/cluster.</p>				
<p>2. Participate in regional economic development planning with representatives from surrounding townships, cities, the county and business interests to:</p> <ul style="list-style-type: none"> <li>a. Estimate commercial/industrial needs among all jurisdictions.</li> <li>b. Jointly implement recommendations to stage highway/auto-oriented commercial development in order to avoid overbuilding and expensive low-density development.</li> </ul>				
<p>3. Adopt infrastructure design standards that protect the economic and ecologic functions of the highway corridor through clustering of development, plantings and incorporation access management standards.</p>		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.
<p>4. Adopt development policies for large-format developments, zoning for auto-oriented commercial districts at the sub-urban edge and/or in tightly defined and smaller urban development corridors/nodes that have some bike/walk/transit access.</p>				
<b>10. Design for Natural Resource Conservation</b>		Optional BP	Optional BP	Optional BP
<p>1. Conduct a Natural Resource Inventory or Assessment (NRI or NRA); Incorporate protection of priority natural systems or resources such as groundwater through the subdivision or development process.</p>				
<p>2. For cities outside or on the fringe of metropolitan areas, conduct a build-out analysis, fiscal impact study, or adopt an urban growth boundary and a consistent capital improvement plan that provides long-term protection of natural resources and natural systems and agricultural practices outside the boundary.</p>				
<p>3. For cities within metropolitan areas, incorporate woodland best management practices addressing protection of wooded areas into zoning or development review.</p>				
<p>4. Adopt a conservation design policy; use a conservation design tool for pre-design meetings with developers and for negotiating development agreements in cities with undeveloped natural resource areas.</p>		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.
<p>5. Preserve environmentally sensitive, community-valued land by placing a conservation easement on city lands, and by encouraging/funding private landowners to place land in conservation easements.</p>				
<p>6. Conserve natural, cultural, historic resources by adopting or amending city codes and ordinances to support sustainable sites, including roadsides, and environmentally protective land use development.</p>				
<p>7. Be recognized under the Bird City Minnesota or Community Wildlife Habitat program.</p>				
<b>Transportation Category: BPs 11 - 14</b>		Any ONE of the 4 Transportation BPs needed	Any ONE of the 4 Transportation BPs needed	BP #11 and BP #12 needed
<b>11. Living Streets</b>		Optional BP	Optional BP	needed BP
<p>1. Adopt a complete streets policy, or a living streets policy, which addresses landscaping and stormwater.</p>		If implementing this BP, complete at least action (1).	If implementing this BP, complete at least action (1), and ...	Complete action (1), and ...
<p>2. Adopt zoning language or approve a skinny street/development project that follows green street and/or walkable streets principles.</p>				
<p>3. Modify a street in compliance with the city's complete streets policy.</p>				
<p>4. Identify, prioritize and remedy complete streets gaps and lack of connectivity/safety within your road network by, for example, adding a bike route/lane, truck route, sidewalk or mid-block alley.</p>			... complete ONE additional action.	... complete TWO additional actions.
<p>5. Identify and remedy street-trail gaps between city streets and off-road trails/bike trails to better facilitate walking and biking.</p>				
<p>6. Implement traffic calming policy/measures, including lane conversions (road diets), roundabouts, shared space and depaving, in at least one street redevelopment project.</p>				
<b>12. Mobility Options</b>		Optional BP	Optional BP	needed BP
<p>1. Increase walking, biking and transit use by one or more of the following means:</p> <ul style="list-style-type: none"> <li>a. Produce/distribute route maps, signage or a web site.</li> <li>b. Document increased bike facilities, such as racks, bike stations or showers.</li> <li>c. Add bus infrastructure, such as signage, benches, shelters, park and ride lots, and real-time arrival data-streamline.</li> <li>d. Increase the number of employers promoting multiple commuting options, including offering qualified transportation fringe benefits instead of only a tax-free parking fringe benefit.</li> <li>e. Be recognized as a Walk Friendly or Bicycle Friendly Community.</li> </ul>				
<p>2. Conduct an Active Living campaign such as a Safe Routes to School program.</p>				
<p>3. Prominently identify mobility options: transit; paratransit/Dial-A-Ride; ridesharing/cab services; rental cars; bikes; e-bikes; etc.</p>				
<p>4. Promote carpooling or ridesharing among community members, city employees, businesses, high schools and institutions of higher education.</p>				
<p>5. Implement workplace multi-modal transportation best management practices - including telework/flexwork - in city government, businesses or at a local health care provider.</p>		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	Complete at least TWO actions.
<p>6. Add/expand transit service, or promote car/bike sharing.</p>				
<b>13. Efficient City Fleets</b>		Optional BP	Optional BP	Optional BP
<p>1. Efficiently use your existing fleet of city vehicles by encouraging trip bundling, video conferencing, carpooling, vehicle sharing and incentives/technology.</p>				
<p>2. Right-size/down-size the city fleet with the most fuel-efficient vehicles that are of an optimal size and capacity for their intended functions.</p>				
<p>3. Phase-in operational changes, equipment changes including electric vehicles, and no-idle practices for city or local transit fleets.</p>				
				If implementing this BP,

4. Phase in bike, e-bike, foot or horseback modes for police, inspectors and other city staff.		If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	complete at least TWO actions.
5. Document that the local school bus fleet has optimized routes, start times, boundaries, vehicle efficiency and fuel, driver actions to cut costs including idling reduction, and shifting students from the bus to walking, biking and city transit.				
6. Retrofit city diesel engines or install auxiliary power units and/or electrified parking spaces, utilizing Project GreenFleet or the like.				
<b>14. Demand-Side Travel Planning</b>		Optional BP	Optional BP	Optional BP
1. Reduce or eliminate parking minimums; add parking maximums; develop district parking.				
2. For cities with regular transit service, require or provide incentives for the siting of retail services at transit/density nodes.				
3. For cities with regular transit service, require or provide incentives for the siting of higher density housing at transit/density nodes.				
4. Incorporate into development regulations a travel demand management plan or transit-oriented development standards or LEED for Neighborhood Development certification.				
<b>Environmental Management Category: BPs 15 - 23</b>		BP # 15 needed	BP #15 and BP #16 and ONE other BP needed	BP #15, BP #16, BP #17 and ONE other BP needed
<b>15. Sustainable Purchasing</b>		needed BP	needed BP	needed BP
1. Adopt a sustainable purchasing policy or administrative guidelines/practices directing that the city purchase at least: a. EnergyStar and EPEAT certified equipment and appliances. b. Paper containing post-consumer recycled content.		needed action	Complete action (1), and ...	Complete action (1), and ...
2. Purchase energy used by city government - via the municipal utility, green tags, community solar garden, 3rd party - with a higher renewable percentage than required by Minnesota law.				
3. Establish a local purchasing preference and, working with a local business association, develop a list of locally-produced products and suppliers for common purchases.				
4. Require purchase of U.S. EPA WaterSense-certified products.				
5. Set minimum sustainability standards to reduce the impact of your concrete use, asphalt, roadbed aggregate, or other construction materials, and to encourage compost use.			... complete at least ONE additional action.	... complete at least ONE additional action.
6. Require printing services to be purchased from companies participating in Printing Industry Midwest's Great Green Printer Initiative, or certified by the Sustainable Green Printing Partnership.				
7. Lower the environmental footprint of meetings and events in the city.				
8. Use national green standards/guidelines for purchasing/investments such as cleaning products, furniture, flooring/coatings.				
<b>16. Urban Forests</b>		Optional BP	needed BP	needed BP
1. Certify as a Tree City USA.				
2. Adopt best practices for urban tree planting/quality; require them in private developments and/or use them in at least one development project.				
3. Budget for and achieve resilient urban canopy/tree planting goals.				
4. Maximize tree planting along your main downtown street or throughout the city.				
5. Adopt a tree preservation or native landscaping ordinance.				
6. Build community capacity to protect existing trees by one or more of: a. Having trained tree specialists. b. Supporting volunteer forestry efforts. c. Adopting an EAB management plan/climate adaptation plan for the urban forest.		If implementing this BP, complete at least ONE action.	Complete at least ONE action.	Complete at least TWO actions.
<b>17. Stormwater Management</b>		Optional BP	Optional BP	needed BP
1. Adopt and use Minnesota's Minimal Impact Design Standards (MIDS).				
2. Complete the GreenStep Municipal Stormwater Management Assessment.				
3. Adopt by ordinance one or more of the following stormwater infiltration/management strategies: a. A narrower streets provision that permits construction of 24-foot roads for public, residential access and subcollector streets (with fewer than 400 average daily trips). b. For sites less than one acre, retain the water quality volume of 1.1 inches of runoff from all impervious surfaces for new and fully-redeveloped construction sites. c. For non-MS4 permittees, adopt an illicit discharge prohibition rule or ordinance and an erosion and sediment control ordinance. Sponsor a robust Adopt-a-Drain program.				
4. Create a stormwater utility that uses variable fees to incentivize stormwater infiltration, minimize the volume of and pollutants in runoff, and educate property owners.				
5. Adopt and implement guidelines or design standards/incentives for at least one of the following stormwater infiltration/reuse practices: a. Rain gardens/infiltration practices. b. Rainwater harvesting practices. c. Green alleys or green parking lots. d. Permeable/permeable pavement or pavers. e. Green roofs / green walls. f. Tree trenches / tree boxes. g. Incorporate compost and/or native plants into landscape design.				
6. Reduce de-icing and dust suppressant salt use to prevent permanent surface water and groundwater pollution.				
<b>18. Parks and Trails</b>		Optional BP	Optional BP	Optional BP
1. Make improvements within your city's system of parks, offroad trails and open spaces.				
2. Plan and budget for a network of parks, green spaces, water features and trails for areas where new development is planned.				
3. Achieve minimum levels of city green space and maximize the percent within a ten-minute walk of community members.				
4. Adopt low-impact design standards in parks and trails that infiltrate or retain all 2 inch, 24-hour stormwater events on site.				
5. Create park/city land management standards/practices that maximize at least one of the following: a. Low maintenance turf management; native landscaping; organic or integrated pest management; pollinator/monarch-safe policies. b. Recycling/compostables collection; use of compost as a soil amendment. c. Sources of nonpotable water, or surface/rain water, for irrigation.				
6. Certify at least one golf course in the Audubon Cooperative Sanctuary Program.				
7. Document that the operation and maintenance, or construction/remodeling, of at least one park building used an asset management tool, the SB 2030 energy standard, and/or a green building framework.				
8. Develop a program to involve community members in hands-on land restoration, invasive species management, and stewardship projects.				
<b>19. Surface Water</b>		Optional BP	Optional BP	Optional BP
1. Consistently monitor surface water quality/clarity and report findings to community members.				
2. Conduct or support multi-party community conversations around improving local water quality and quantity.				
3. Adopt and report on measurable, publicly announced surface water improvement targets for water bodies, including the percent of lake, river, wetland and ditch shoreline with at least a 50-foot vegetation buffer.				
4. Adopt a shoreline ordinance for all river and lake shoreline areas; reduce flooding and costs through The National Flood Insurance Program's Community Rating System.				
5. Adopt goals to revegetate shoreline and create a local program or outreach effort to help property owners with revegetation.				
6. Implement an existing TMDL implementation plan.				
7. Create/assist a Lake Improvement District.				
<b>20. Efficient Water and Wastewater Facilities</b>		Optional BP	Optional BP	Optional BP
1. Compare the energy use and financial performance of your facilities with other peer plants using standardized, free tools.		If a city provides drinking water services and chooses	If implementing this best	If implementing this best



2. Plan and budget for motor maintenance and upgrades to assure the most energy efficient, durable and appropriate equipment is available when upgrades or break downs occur.		... action (4).	... at least ONE additional action.	... at least ONE additional action.
3. Establish an on-going budget and program for decreasing Inflow and Infiltration into sewer lines and losses in drinking water systems.				
4. Assess energy and chemicals use at drinking water/wastewater facilities and report and decrease chloride in wastewater discharges.				
6. Implement a wastewater plant efficiency project (co-generation, water reuse) or a program for local private business operations (water conservation, water reuse, business relocation)				
7. Create a demand-side pricing program to reduce demands on water and wastewater systems.				
<b>21. Septic Systems</b>		Optional BP	Optional BP	Optional BP
1. Report to landowners suspected noncompliant or failing septic systems as part of an educational, informational and financial assistance and outreach program designed to trigger voluntary landowner action to improve septic systems.				
2. Use a community process to address failing septic systems.				
3. Clarify/establish one or more responsible management entities for the proper design, siting, installation, operation, monitoring and maintenance of septic systems.				
4. Adopt a subsurface sewage treatment system ordinance based on the Association of Minnesota Counties' model ordinance.				
5. Create a program to finance septic system upgrades.				
6. Work with homeowners and businesses in environmentally sensitive areas and areas where standard septic systems are not the least-cost option to promote innovative waste water systems, including central sewer extension.				
7. Arrange for assistance to commercial, retail and industrial businesses with water use reduction, pollution prevention and pretreatment prior to discharge to septic.				
<b>22. Solid Waste Reduction</b>		Optional BP	Optional BP	Optional BP
1. Improve city operations and procurement to prevent and reuse, recycle and compost waste from all public facilities (including libraries, parks, schools, municipal health care facilities), and minimize use of toxics and generation of hazardous waste.				
2. Address concerns over consumer products and packaging through encouragement/implementation of one or more of: a. Education on needless consumption, waste prevention and alternatives, including product stewardship / producer responsibility. b. Reuse options. c. Recycling / composting options. d. Credits, fees. e. Mandates, bans.				
3. Improve profitability, legal compliance and conserve resources through adoption of ordinance language, licensing and resource management contracts.				
4. Publicize, promote and use the varied business/services collecting and marketing used, repaired and rental consumer goods, especially electronics, in the city/county.				
5. Arrange for a residential and/or business/institutional source separated organics collection/management program.				
6. Improve recycling services and expand to multi-unit housing and commercial businesses.				
7. Improve/organize residential trash, recycling and organics collection by private and/or public operations and offer significant volume-based pricing on residential garbage and/or incentives for curbside.				
8. Adopt a construction and demolition ordinance governing demolition permits that requires a level of recycling and reuse for building materials and soil/land-clearing debris.				
<b>23. Local Air Quality</b>		Optional BP	Optional BP	Optional BP
1. Conduct an education/financial assistance campaign around one of the following residential wood burning/auto exhaust issues: a. Indoor and outdoor wood burning behavior, to ensure that wood burning is only done with seasoned wood and in a manner that lessens the impact on neighbors. b. Indoor wood burning technology, to result in community members upgrading from inefficient/more polluting fireplaces and wood stoves to pellet/gas/biogass devices, air source heat pumps or the most efficient certified wood stoves. c. Smoker cars - older model/high polluting vehicles, to result in repairs spurred by repair vouchers.				
2. Regulate outdoor wood burning, using ordinance language, performance standards and bans as appropriate, for at least one of the following: a. Recreational burning. b. Outdoor residential wood boilers. c. Burning of Emerald Ash Borer wood.				
3. Conduct one or more policy or education/behavior change campaigns on the topics below and document: a. Decreased vehicle idling, business trucking emissions, pollutants/noise from stationary engines/back-up generators. b. Participation in the Air Aware Employers program. c. Adoption of a smoking-free policy at one or more multi-unit housing buildings, private or public. d. Replacement of gasoline-powered small equipment with lower polluting equipment. e. Increased sales by retail stores of low and no-VOC household products.				
5. Install, assist with and promote publicly available EV charging stations or public fueling stations for alternative fuel vehicles.				
<b>Economic &amp; Community Development Category: BPs 24 - 29</b>		BP #24 and BP #29 needed	BP #24, BP #25, and BP# 29 needed	BP #24, BP #25, and BP# 29 needed
<b>24. Benchmarks &amp; Community Engagement</b>		needed BP	needed BP	needed BP
1. Use a city commission, or a committee to lead, coordinate, and report to and engage community members on implementation of sustainability best practices.		needed action	Complete action (1), and ...	needed action
2. Organize goals/outcome measures from all city plans and report to community members data that show progress toward meeting these goals.				needed action
3. Measure and report progress on sustainability indicators including energy use/greenhouse gas emissions, social vitality/social inclusion outcome measures.				
4. Conduct or support a broad sustainability education and action campaign involving: a. The entire community. b. Homeowners. c. Front yards/sidewalks, block clubs, neighborhood associations. d. Congregations. e. Schools, colleges.			... complete at least ONE additional action.	
5. Conduct or support a community education, visioning and planning initiative using a sustainability framework such as: a. Strong Towns, resiliency, transition. b. Eco-municipalities, Smart Cities. c. Healthy communities, environmental justice, race equity.				
6. Engage community youth and college students by creating opportunities to participate in city government.				
<b>25. Green Business Development</b>		Optional BP	needed BP	needed BP
1. Grow new/emerging green businesses and green jobs through targeted assistance and new workforce development.				
2. Create or participate in a marketing/outreach program to connect businesses with assistance providers, including utilities, who provide personalized energy, waste or sustainability audits and assistance.				
3. Promote sustainable tourism in your city, and green tourism resources to tourism and hospitality businesses in/around the city.				
4. Strengthen value-added businesses utilizing local "waste" material.				
5. Lower the environmental footprint of a brownfield remediation/redevelopment project beyond regulatory requirements; report brightfield projects.				
6. Promote green businesses that are recognized under a local, regional or national program.				



7. Conduct or participate in a buy local campaign for community members and local businesses.				
<b>26. Renewable Energy</b>		Optional BP	Optional BP	Optional BP
1. Adopt wind energy and/or biomass ordinances that allow, enable or encourage appropriate renewable energy installations.				
2. Promote resident/business purchases and/or generation of clean energy by: a. A local/municipal utility's green power purchasing program that allows residents/businesses to order/buy new renewable energy. c. Creating and sharing a map of the community's solar resource and/or linking to the MN Solar Suitability App. d. Connecting residents/businesses with the Clean Energy Project Builder for potential installers.				
3. Promote financing and incentives programs such as PACE for clean energy: a. PACE for commercial property owners to install renewable energy systems, energy efficiency measures and EV charging infrastructure. b. Local, state and federal financial incentives for property owners to install renewable energy systems. c. Local/municipal utility renewable energy production incentives and rebates.				
4. Support a community solar garden or help community members participate in a community renewable energy project by: a. Serving as a host site for a community solar garden. b. Facilitating development, by the municipal utility or other entity, of a community solar garden that ensures accessibility and availability to low-income residents. c. Report city government community solar garden subscriptions, green tag purchases and 3rd party solar purchases under action 15.2.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least TWO actions.	If implementing this BP, complete at least TWO actions.	
5. Install a public sector/municipally-owned renewable energy technology, such as solar electric (PV), wind, biomass, solar hot water/hot, micro-hydro.				
6. Report installed private sector-owned renewable energy/energy efficient generation capacity with at least one of the following attributes: a. Fueled by flowing water, sun, wind, or biogas. b. Fueled in part or whole by manure or woody (EAB) biomass, optimized for minimal air and other environmental impacts and for energy efficiency and water conservation. c. Distributing heating/cooling services in a district energy system. d. Producing combined heat and power; using a microgrid. e. Energy storage integrated into a renewable energy installation.				
7. Become a solar-ready community, including adopting ordinance/zoning language and an expedited permit process for residents and businesses to install solar energy systems.				
<b>27. Local Food</b>		Optional BP	Optional BP	Optional BP
1. Incorporate working landscapes - agriculture and forestry - into the city by adopting an ordinance for one or more of the following: a. An agriculture and forest protection district. b. A local food production district. c. Performance standards for minor and major agricultural retail.				
2. Facilitate creation of home/community gardens, chicken & bee keeping, and incorporation of food growing areas/access in multifamily residential developments.				
3. Create, assist with and promote local food production/distribution within the city: a. A farmer's market or co-op buying club. b. An urban agriculture business or a community-supported agriculture (CSA) arrangement between farmers and community members/employees. c. A community or school garden, orchard or forest. 4. Measurably increase institutional buying, and sales through groceries and restaurants. a. Purchasing of local/organic/humane/equitable foods by schools, hospitals, nursing homes and event centers. b. Sales of local/organic/humane/equitable food in markets, retail food co-ops, rural grocery stores, urban convenience stores, food carts/trucks, hotels and restaurants.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	
<b>28. Business Synergies and EcoDistricts</b>		Optional BP	Optional BP	Optional BP
2. Document that at least one business/building uses waste heat or water discharge from another business or conducts materials exchange activities with another organization.				
3. Require, build or facilitate at least four attributes in a business/industrial park project: a. Shared parking/access, electric vehicle charging for 3% of parking and/or synchronized with solar generation. b. Green product development, manufacturing or sales OR a green job training program. c. Buildings located within walking distance of transit and/or residential zoning. d. Renovated buildings, buildings designed for reuse, shared recreation/childcare facilities. e. Green buildings built to Minnesota's SB2030 energy standard OR renewable energy generated on-site. f. Combined heat and power (CHP) generation capacity, shared geothermal heating/cooling, microgrid OR energy storage. g. Low-impact site development.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	If implementing this BP, complete at least ONE action.	
4. Use 21st century ecodistrict tools to structure, guide and link multiple green and sustainable projects together in a mixed-use neighborhood/development, aiming to deliver superior social, environmental and economic outcomes.				
<b>29. Climate Adaptation and Community Resilience</b>		needed BP	needed BP	needed BP
1. Prepare to maintain public health and safety during extreme weather and climate-change-related events, while also taking a preventive approach to reduce risk for community members.	needed action	needed action at a 2- or 3-star rating	needed action at a 2- or 3-star rating	
2. Integrate climate resilience into city or tribal planning, policy, operations, and budgeting processes.				
3. Increase social connectedness through engagement, capacity building, public investment, and opportunities for economically vulnerable residents to improve their economic resiliency.				
4. Encourage private sector action and incentivize investment in preventive approaches that reduce risk and minimize impacts of extreme weather and the changing climate for human health and the built environment.				
5. Protect public buildings and natural/constructed infrastructure to reduce physical damage and sustain their function during extreme weather events.				
6. Reduce the urban heat impacts of public buildings, sites, and infrastructure and provide resiliency co-benefits.				
7. Protect water supply and wastewater treatment facilities to reduce physical damage and sustain their function during extreme weather events.				
8. Improve local energy resilience by minimizing fuel poverty, installing distributed renewable energy systems, and developing microgrids that can improve energy system resiliency.				

