

CITY OF CHATFIELD COMMON COUNCIL

AGENDA

February 27, 2023 7:00 P.M

- I. Chatfield City Council – February 27, 2023 – 7:00 p.m. – City Council Chambers
 1. Consent Agenda:
 - A. Approval of minutes of prior meetings.
 - B. Approve payment of claims.
 - C. Approve Ag Lease with Schoenfelder Farms.
 - D. Approve premises permit for the Chatfield Firefighters Activities Association to conduct charitable gambling at Joy Ridge Event Center.
 - E. Approve Olmsted County Maintenance Agreement
 - F. Household Hazardous Waste Collection – September 12, 3:00 – 6:00 p.m.
 2. Ambulance Director's Report – Rocky Burnett
 - A. Annual Report
 - B. Clinical Excellence Award
 3. EDA Report – Chris Giesen:
 - A. Approve resolution to declare substandard building and a Development Agreement.
 - B. Approve sale of Lot 3, Block 2, Fingerson-Donahoe Subdivision.
 - C. Ordinance 464 – First Consideration
 4. S.C.S. Report:
 - A. Increase snow hauling rates to \$105 per hour with a minimum of three hours paid when hauling snow on a scheduled event and a minimum of four hours paid when hauling snow on an unscheduled event.
 5. City Engineer's Report:
 - A. Pay App # - 2022 Water Improvement Project
 6. Committee Reports:
 - A. Public Services Committee
 - B. Park & Recreation
 - a. Recommendation to order pedestrian bridge for Groen Park.
 - C. Committee of the Whole
 7. Mayor's Report:
 8. City Administrator's Report:
 9. Roundtable
 10. Adjourn.
 11. Meeting Notices:
 - A. Public Services Committee (Councilors Bluhm & Frank) 4:30 p.m.
 - B. Committee of the Whole 5:30 p.m.

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, February 13, 2023

The Common Council of the City of Chatfield met in regular session on Monday, February 13, 2023. Mayor John McBroom presided and called the regular meeting to order at 7:00 PM

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

Members absent: Councilor Joshua Broadwater.

Others Present: Steven Schlichter, Craig Britton, Karen Reisner, Lynda Karver, Shane Fox, Kevin Landorf, Joel Young, and Beth Carlson.

Consent Agenda

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

1. Approval of January 23, 2023 Meeting Minutes
2. Approve payment of claims
3. Approve one step pay increase to Rocky Burnett on employment anniversary, to Grade 8, Step 4
4. Accept resignation of Aaron Miliander effective February 21, 2023

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

Nays: None

Absent: Councilor: Broadwater

Motion carried.

Ordinance #463, Solar Collector Ordinance

Second Consideration

Councilor Mike Urban entered a motion, with a second by Councilor Paul Novotny, to approve the second consideration of Ordinance #463, Solar Collector Ordinance:
Ordinance No. 463

AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA, RELATING TO ZONING;
AMENDING THE CHATFIELD CODE, SUBPART A, CHAPTER 113, ARTICLE VI, DIVISION
1, SECTION 259, WHICH RELATE TO SOLAR ENERGY SYSTEMS AND EARTH-
SHELTERED STRUCTURES.

The City Council of the City of Chatfield does ordain:

Section 1. The provisions of the Chatfield Code, Subpart A, Chapter 113, Article VI, Division 1, Section 259, are amended to read.

Sec.113-259. Solar energy system; solar and earth-sheltered structure.

- A. Solar energy systems. A solar energy system is permitted in all districts provided, that the system is in compliance with the minimum lot requirements and setbacks, and the system is maintained in good repair.
- (1) General standards for all types of solar collectors.
 - (a) Any exterior electrical line shall be buried below the surface of the ground when possible.
 - (b) A solar energy system shall comply with applicable building and electrical codes.
 - (c) The property owner is required to notify the electrical utility serving the property of the location where the solar energy system is interconnected to the public utility's electrical system.
 - (d) If a solar collector system ceases to perform its originally intended function for a period of more than 12 consecutive months, the property owner shall remove the solar collector, its mount, associated equipment and connected facilities, no later than 90 days from the end of the consecutive 12 month period of nonfunctioning.
 - (2) An accessory ground mounted solar collector shall:
 - (a) be located only in a side or rear yard; and,
 - (b) be set back a minimum of six feet from a side or rear property line; and,
 - (c) not be located within the confines of an existing easement; and,
 - (d) be situated so as to minimize glare that is visible from an abutting property; and,
 - (e) not exceed 15 feet in height from the ground surface with the panels orientated in a vertical position; and,
 - (f) have its surface area included in any calculation of the maximum area of coverage permitted by structures on a lot in that zoning district.
 - (3) An accessory building mounted solar collector shall:
 - (a) not extend more than 18 inches above the maximum height of any structure that is permitted in the zoning district in which it is located; and,
 - (b) when mounted on that portion of a roof of a structure which terminates at, or extends over the front facade of the structure; shall be mounted on the roof so that the edge of the collector is set back at least one foot from the edge of the roof closest to the front property line; and,
 - (c) when mounted on the wall of a structure, not extend into or over more than 33 percent of the minimum depth of a yard or setback required along a side lot line, but in no event closer than four feet from such line; and,
 - (4) A principal ground mounted solar collector shall:
 - (a) be set back a minimum of 25 feet from any property line which abuts a residential zoning district; and, a minimum of 15 feet from any property line which abuts a mixed use or non-residential zoning district; and,
 - (b) not exceed 25 feet in height when orientated at maximum tilt; and,
 - (c) be located so as to minimize glare visible from an abutting property; and,
 - (d) have its surface area included in any calculation of the maximum area of coverage permitted by any structure in the zoning district in which it is located.
- B. An earth sheltered structure shall be a permitted use in all districts, provided that it is constructed so that it is in compliance with any minimum lot standards such as setbacks; and, that any mechanical system that forms an integral part of the earth sheltered structure is kept in good repair.

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

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

Nays: None

Absent: Councilor: Broadwater

Motion carried.

Publication

Councilor Mike Urban entered a motion, with a second by Councilor Dave Frank, to approve the publication of Ordinance #463, Solar Collector Ordinance.

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

Nays: None

Absent: Councilor: Broadwater

Motion carried.

City Engineer's Report

2023 Street Project, Widseth Design Proposal

The Public Works Committee and staff have continued discussions about the scope of the 2023 Street Project. Widseth has put together a proposal for the final design. Widseth is hoping to have a final design within 4 to 6 weeks. This is an hourly contract.

Councilor Dave Frank entered a motion, with a second by Councilor Paul Novotny, to approve 2023 Street Project Proposal.

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

Nays: None

Absent: Councilor: Broadwater

Motion carried.

Groen Park Pedestrian Bridge project update

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.

S.C.S. Report

Sewer Back-up Claim

On 1/29/23 staff responded to a sewer back-up at 325 Winona Street at about 1:30 PM. A back-up was located at the manhole at the intersection of Fillmore Street and 5th Street. The line was jetted to clear the blockage. Believing the blockage had been taken care of, the homeowner was informed the city line was cleared. The homeowner continued to have problems and call in Rochester Drain Right. Rochester Drain Right inspected the homeowner's line and concluded the city sewer main was still plugged. Staff responded again and found an additional back-up at the intersection of 5th Street and Winona Street. That line was jetted and cleared as well.

The homeowner is asking for \$515 in reimbursement for Rochester Drain Right.

Councilor Mike Urban entered a motion, with a second by Councilor Dave Frank, to approve the sewer backup claim in the amount of \$515.00

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

Nays: None

Absent: Councilor: Broadwater

Motion carried.

Mayor's Report

Mayor McBroom spoke of a recent LMC sponsored training event he attended in Mankato. He stated it was a great experience with great speakers. It was an upbeat experience.

City Administrator's Report

Report establishment of Assistant Library Director position

The Chatfield Public Library Board established the new position of Assistant Library Director at their regular meeting on January 5, 2023. They also adopted a resolution to promote Christy Hyke to this new position and she gladly accepted.

2023 Budget Reference Book

The 2023 Budget and Reference Book was included in the council packet. If anyone desires a hard copy, one can be provided.

Advertising for Police Officer

Also, the advertising process has started to replace Officer Miliander.

Committee Reports

Personnel Budget Committee

Councilors Urban and Novotny were in attendance. Topics included:
Police Department resignation and hiring process
Administrative Code
Employment Agreement

Public Works Committee

Councilors Urban and Novotny were in attendance. Topics included:
Enterprise Drive lot sales
Sanitary Sewer claim and survey
Development standards and fees
Groen Park update
2023 Street Proposal
Contractors that haul snow

Roundtable – No Comments

Adjourn

Councilor Mike Urban entered a motion, with a second by Councilor Pam Bluhm, to adjourn at 7:12 pm

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

Nays: None

Absent: Councilor: Broadwater

Motion carried.

/s/Beth M Carlson
City Clerk



City of Chatfield

Batch Listing - Unposted Summary

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	343935	E 230-42270-210	Ambulance	Operating Supplies (GEN	\$945.34	GLUCAGON
Vendor HENRY SCHEIN, INC.					\$945.34	
Vendor KWIK TRIP						
	112155 103274	E 211-45500-211	Libraries (GENERA	Program Expenses	\$2,160.00	SCRIP CARDS
Vendor KWIK TRIP					\$2,160.00	
Vendor LMC						
	376881	E 230-42270-305	Ambulance	Safety	\$1,247.50	LMCIT / MMUA REGIONAL SAFETY GR
Vendor LMC					\$1,247.50	
Vendor LOFFLER						
	426309	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$19.60	CANON DXC3725I OVERAGE CHARGE
Vendor LOFFLER					\$19.60	
Vendor MARCO TECHNOLOGIES LLC.						
		E 100-42110-435	Police Administrati	Licences, Permits and Fe	\$190.00	10 PD MS BUS PREM
INV108		E 603-49500-403	Refuse/Garbage (Prev. Maint. Agreements	\$384.50	MIT ALLOCATION - 10%
INV108		E 100-41910-403	Planning and Zoni	Prev. Maint. Agreements	\$192.25	MIT ALLOCATION - 5%
		E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe	\$19.00	1 WTR BUS PREM
INV108		E 240-46500-403	Economic Dev (GE	Prev. Maint. Agreements	\$192.25	MIT ALLOCATION - 5%
		E 230-42270-435	Ambulance	Licences, Permits and Fe	\$38.00	2 AMB BUS PREM
		E 220-42280-435	Fire Department *	Licences, Permits and Fe	\$19.00	1 FD BUS PREM
		E 100-45200-435	Parks (GENERAL)	Licences, Permits and Fe	\$19.00	1 PARKS BUS PREM
INV108		E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$2,365.00	DCMSSN PD CV-FS1 MVE SHR PD FL
		E 100-43100-435	Street Maintenanc	Licences, Permits and Fe	\$19.00	1 MS BUS PREM
		E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe	\$38.00	2 WW BUS PREM
		E 100-41910-435	Planning and Zoni	Licences, Permits and Fe	\$9.50	1 PLNG DEPT EXCHANGE ON LINE + A
		E 100-41500-435	City Clerk	Licences, Permits and Fe	\$85.50	4 MS BUS PREM & 1 VM EXCH + ACTI
		E 100-41100-435	Legislative	Licences, Permits and Fe	\$67.00	6 LEG EXCHANGE ON LIN P1 & ACTIV
INV108		E 100-42110-403	Police Administrati	Prev. Maint. Agreements	\$769.02	MIT ALLOCATION - 20%
INV108		E 100-41500-403	City Clerk	Prev. Maint. Agreements	\$769.01	MIT ALLOCATION - 20%
INV108		E 602-49450-403	Sewer (GENERAL)	Prev. Maint. Agreements	\$384.50	MIT ALLOCATION - 10%
INV108		E 230-42270-403	Ambulance	Prev. Maint. Agreements	\$769.01	MIT ALLOCATION - 20%
INV108		E 601-49400-403	Water Utilities (GE	Prev. Maint. Agreements	\$384.50	MIT ALLOCATION - 10%
		E 100-45124-435	Swimming Pools -	Licences, Permits and Fe	\$9.50	1 POOL EXCHANGE ON LINE + ACTIVE
		E 240-46500-435	Economic Dev (GE	Licences, Permits and Fe	\$9.50	1 EDA EXCHANGE ON LINE + ACTIVE
Vendor MARCO TECHNOLOGIES LLC.					\$6,733.04	
Vendor MN DEPARTMENT OF HEALTH						
	JAN-MA	E 601-49400-386	Water Utilities (GE	Well Testing Fees	\$2,697.00	QTRLY FEES 1,110
Vendor MN DEPARTMENT OF HEALTH					\$2,697.00	
Vendor MN DNR LANDS & MNRLS						
	057563 HWY30	E 443-43200-310	Construction Fund	Other Professional Servic	\$2,250.00	2022-10038 WATER MAIN APP FOR LI
Vendor MN DNR LANDS & MNRLS					\$2,250.00	
Vendor MN STATE FIRE CHIEFS						
	5048	E 220-42280-433	Fire Department *	Dues and Subscriptions	\$220.00	MEMBERSHIP - ERICKSON MCKEAN T
Vendor MN STATE FIRE CHIEFS					\$220.00	
Vendor OLMSTED COUNTY ASMT, REV & ELE						
	ASSE-1	E 100-41500-350	City Clerk	Print/Binding (GENERAL)	\$367.50	SPCL ASSMT MAINT
Vendor OLMSTED COUNTY ASMT, REV & ELE					\$367.50	
Vendor OLMSTED COUNTY SHERIFF						
		E 900-49990-811	Memo Fund	Pass Through Account	\$300.00	CASE# 2022-001-05701



City of Chatfield

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Vendor OLMSTED COUNTY SHERIFF					\$300.00	
Vendor PEARSON EDUCATION						
212364	E	230-42270-209	Ambulance	Training Institution	\$1,597.91	10 EC ED14 WB PKG
Vendor PEARSON EDUCATION					\$1,597.91	
Vendor SCHUMACHER ELEVATOR CO						
905744	E	211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$161.77	LIB ELEV MAINT
Vendor SCHUMACHER ELEVATOR CO					\$161.77	
Vendor SELCO						
050927	E	211-45500-414	Libraries (GENERA	Automated Operations	\$573.99	ILS PCKG PC SPRT -
Vendor SELCO					\$573.99	
Vendor WSE ENGINEERING SERVICES, LTD						
804-23	E	100-42400-440	Building Inspectio	Building Inspections	\$335.75	INSPECTIONS - JAN 2023
804-23	E	100-42400-441	Building Inspectio	Plan Review	\$59.80	PLAN REVIEW - JAN 2023
Vendor WSE ENGINEERING SERVICES, LTD					\$395.55	
Batch Name 2023 02FA02					\$23,285.72	
Vendor ABILITY BUILDING CENTER						
15470	E	100-41940-302	Municipal Building	Contracted Help	\$772.80	CLEANING -
Vendor ABILITY BUILDING CENTER					\$772.80	
Vendor ADVANTAGE DIST. LLC						
280762	E	601-49400-401	Water Utilities (GE	Repairs/Maint Buildings	\$452.96	MOBIL DOUBLETURBINE OIL
Vendor ADVANTAGE DIST. LLC					\$452.96	
Vendor ARAMARK						
256008	E	100-41940-401	Municipal Building	Repairs/Maint Buildings	\$282.67	RUG SERVICE
Vendor ARAMARK					\$282.67	
Vendor CENTURYLINK-TELE						
02/10/2	E	601-49400-321	Water Utilities (GE	Telephone	\$20.60	1500 1/5 DID LINES
02/10/2	E	100-42110-321	Police Administrati	Telephone	\$20.60	1500 1/5 DID LINES
02/10/2	E	100-41500-321	City Clerk	Telephone	\$20.60	1500 1/5 DID LINES
02/10/2	E	100-43100-321	Street Maintenanc	Telephone	\$20.63	1500 1/5 DID LINES
02/10/2	E	211-45500-321	Libraries (GENERA	Telephone	\$98.88	2911 LIBRARY ELEVATOR
02/10/2	E	211-45500-321	Libraries (GENERA	Telephone	\$83.02	3480 LIBRARY
02/10/2	E	100-46630-321	Community Dev -	Telephone	\$155.81	3966 TOUR CENTER
02/10/2	E	230-42270-321	Ambulance	Telephone	\$20.60	1500 1/5 DID LINES
Vendor CENTURYLINK-TELE					\$440.74	
Vendor EO JOHNSON, BUSINESS TECH.						
INV128	E	100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$6.17	#56246 NETWORK L9124 MP C4503
INV128	E	240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$6.18	#56246 NETWORK L9124 MP C4503
INV128	E	603-49500-404	Refuse/Garbage (Repairs/Maint Equipment	\$11.30	#56246 NETWORK L9124 MP C4503
INV128	E	602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$11.30	#56246 NETWORK L9124 MP C4503
INV128	E	100-42110-404	Police Administrati	Repairs/Maint Equipment	\$6.10	#46719-01 POLICE L7545
INV128	E	601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$11.30	#56246 NETWORK L9124 MP C4503
INV128	E	100-41500-404	City Clerk	Repairs/Maint Equipment	\$23.63	#56246 NETWORK L9124 MP C4503
INV128	E	100-42110-404	Police Administrati	Repairs/Maint Equipment	\$11.30	#56246 NETWORK L9124 MP C4503
INV128	E	230-42270-404	Ambulance	Repairs/Maint Equipment	\$21.58	#56246 NETWORK L9124 MP C4503
Vendor EO JOHNSON, BUSINESS TECH.					\$108.86	
Vendor EXPRESS PRESSURE WASHERS, INC.						
I-12858	E	100-43100-240	Street Maintenanc	Small Tools and Minor E	\$148.64	TRIGGER GUN, DUAL LANCE, COUPLE



City of Chatfield

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor EXPRESS PRESSURE WASHERS, INC.					\$148.64	
Vendor FREDERICK S. SUHLER, ATTY						
JAN 20	E 100-41100-304	Legislative	Legal Fees	\$500.00	MONTHLY RETAINER - JAN 2023	
JAN 20	E 100-41100-304	Legislative	Legal Fees	\$200.00	ADDITIONAL TASKS - JAN 2023	
Vendor FREDERICK S. SUHLER, ATTY					\$700.00	
Vendor GRAYBAR ELECTRIC COMPANY, INC.						
933067	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$77.00	BAF-10 COOPER BUSSMAN ,BUSS MID	
Vendor GRAYBAR ELECTRIC COMPANY, INC.					\$77.00	
Vendor HAWKINS, INC.						
640201	E 601-49400-210	Water Utilities (GE	Operating Supplies (GEN	\$40.00	WATER SUPPLY CHEMICALS	
639569	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$3,508.70	CHLORINE INJECOTR VALVE , PARTS	
Vendor HAWKINS, INC.					\$3,548.70	
Vendor MEBULBS						
418198	E 100-43100-210	Street Maintenanc	Operating Supplies (GEN	\$306.52	24 F32T8/AWX8550TC/HYB-XDUTY/AL	
418198	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$306.52	24-F32T8/850 M.E./XD-7YR	
Vendor MEBULBS					\$613.04	
Vendor MIENERGY COOPERATIVE						
02/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$618.45	333119002 85007612 HSD BS	
02/07/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$34.52	333119001 8500759501 52 SIGN	
02/07/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$410.00	333119005 85010070 HSD STLGHTS	
02/07/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$40.14	333119004 85007649 STALB LS	
02/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$452.60	333119003 85007624 JOHNST WELL	
Vendor MIENERGY COOPERATIVE					\$1,555.71	
Vendor OLMSTED MEDICAL CENTER CLINIC						
02/08/2	E 100-43100-310	Street Maintenanc	Other Professional Servic	\$39.00	PR U DRG SC NON-OMC MRO COLLEC	
02/08/2	E 601-49400-310	Water Utilities (GE	Other Professional Servic	\$39.00	PR U DRG SC NON-OMC MRO COLLEC	
Vendor OLMSTED MEDICAL CENTER CLINIC					\$78.00	
Vendor QUILL.COM						
305334	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$29.99	BATHROOM CLEANER 25 PACK	
305333	E 100-41940-210	Municipal Building	Operating Supplies (GEN	\$29.99	BATHROOM CLEANER 25 PACK	
Vendor QUILL.COM					\$59.98	
Vendor ROWLAND WELL CO., INC.						
02/08/2	E 601-49400-240	Water Utilities (GE	Small Tools and Minor E	\$1,294.50	QUICK SET PUMP , PRESSURE GAUGE	
Vendor ROWLAND WELL CO., INC.					\$1,294.50	
Batch Name 2023 02FA02U					\$10,133.60	
					\$33,934.32	

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Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Vendor AFLAC							
	112143	708893	G 910-21724			\$316.94	PAYROLL VENDOR LIABILITY
		708893	G 910-21718			\$54.47	PAYROLL VENDOR LIABILITY
		708893	G 910-21715			\$73.49	PAYROLL VENDOR LIABILITY
		708893	G 910-21713			\$111.28	PAYROLL VENDOR LIABILITY
		708893	G 910-21712			\$119.08	PAYROLL VENDOR LIABILITY
						\$675.26	
Vendor AFLAC							
Vendor BLUE CROSS BLUE SHIELD							
	112144	230201	G 910-21721			\$104.80	PAYROLL VENDOR LIABILITY
						\$104.80	
Vendor BLUE CROSS BLUE SHIELD							
Vendor CHATFIELD PUBLIC LIBRARY							
	112145	2023-4	G 910-21728			\$50.00	Burkholder, Brian
		2023-4	G 910-21728			\$25.00	Young, Joel
		2023-4	G 910-21728			\$25.00	Wangen, Kay F.
		2023-4	G 910-21728			\$25.00	Schlichter, Desiree K
		2023-4	R 211-45500-3620	Libraries (GENERA		-\$125.00	PAYROLL VENDOR LIABILITY
						\$0.00	
Vendor CHATFIELD PUBLIC LIBRARY							
Vendor DELTA DENTAL							
	112146	CONTRI	G 910-21711			\$127.60	Schmiedeberg, Steve Dental Insurance
		CONTRI	G 910-21711			\$127.60	Keigley, F. Scott Dental Insurance
		CONTRI	G 910-21711			\$35.25	Wangen, Kay F. Dental Insurance
		CONTRI	G 910-21711			\$127.60	Erickson, Monica Dental Insurance
		CONTRI	G 910-21711			\$35.25	Hyke, Christy Dental Insurance
		CONTRI	G 910-21711			\$127.60	Burnett, Rocky Dental Insurance
		CONTRI	G 910-21711			\$127.60	Funk, Daniel E Dental Insurance
		CONTRI	G 910-21711			\$127.60	Schlichter, Steven Dental Insurance
		CONTRI	G 910-21711			\$35.25	Irish, Mitchell D. Dental Insurance
		CONTRI	G 910-21711			\$127.60	Priebe, Ryan D. Dental Insurance
						\$998.95	
Vendor DELTA DENTAL							
Vendor EFTPS							
	112147	555351	G 910-21701			\$4,761.52	PAYROLL VENDOR LIABILITY
		555351	G 910-21703			\$5,658.86	PAYROLL VENDOR LIABILITY
		555351	G 910-21709			\$1,750.08	PAYROLL VENDOR LIABILITY
						\$12,170.46	
Vendor EFTPS							
Vendor EMPOWER MNDCP							
	112148	106806	G 910-21719			\$125.00	Schlichter, Steven MNDCP-Roth-Empo
		106806	G 910-21719			\$101.75	Priebe, Ryan D. MNDCP-Roth-Empower
		106806	G 910-21719			\$129.43	Irish, Mitchell D. MNDCP-Roth-Empowe
		106806	G 910-21719			\$135.40	Carlson, Beth M MNDCP-Roth-Empowe
		106806	G 910-21719			\$50.00	Hyke, Christy MNDCP-Roth-Empower
		106806	G 910-21719			\$50.00	Wangen, Kay F. MNDCP-MSRS-Empow
		106806	G 910-21719			\$204.96	Burkholder, Brian MNDCP-MSRS-Empo
						\$796.54	
Vendor EMPOWER MNDCP							
Vendor HEALTHEQUITY							
	112149	2023-0	G 910-21726			\$250.00	Burnett, Rocky HSA EmpR
		2023-0	G 910-21726			\$35.42	Carlson, Beth M HSA-EmpE
		2023-0	G 910-21726			\$125.00	Carlson, Beth M HSA EmpR
		2023-0	G 910-21726			\$114.58	Young, Joel HSA-EmpE
		2023-0	G 910-21726			\$50.00	Burnett, Rocky HSA-EmpE



City of Chatfield
Batch Listing - Unposted Summary
Current Period: February 2023
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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
112149	2023-0	G 910-21726			\$125.00	Hyke, Christy HSA EmpR
	2023-0	G 910-21726			\$250.00	Erickson, Monica HSA EmpR
	2023-0	G 910-21726			\$91.67	Erickson, Monica HSA-EmpE
	2023-0	G 910-21726			\$125.00	Coe, Kay F. HSA EmpR
	2023-0	G 910-21726			\$50.00	Funk, Daniel E HSA-EmpE
	2023-0	G 910-21726			\$250.00	Young, Joel HSA EmpR
	2023-0	G 910-21726			\$125.00	Priebe, Ryan D. HSA EmpR
	2023-0	G 910-21726			\$125.00	Miliander, Aaron HSA EmpR
	2023-0	G 910-21726			\$250.00	Landorf, Kevin HSA EmpR
	2023-0	G 910-21726			\$25.00	Coe, Kay F. HSA-EmpE
	2023-0	G 910-21726			\$125.00	Schlichter, Steven HSA EmpR
	2023-0	G 910-21726			\$125.00	Schlichter, Desiree K HSA EmpR
	2023-0	G 910-21726			\$125.00	Irish, Mitchell D. HSA EmpR
	2023-0	G 910-21726			\$125.00	Burkholder, Brian HSA EmpR
	2023-0	G 910-21726			\$25.00	Burkholder, Brian HSA-EmpE
	2023-0	G 910-21726			\$125.00	Funk, Daniel E HSA EmpR
Vendor HEALTHEQUITY					\$2,641.67	
Vendor MN PEIP						
112150	126191	G 910-21706			\$17,367.26	PAYROLL VENDOR LIABILITY
Vendor MN PEIP					\$17,367.26	
Vendor MN REVENUE						
112151	2-039-8	G 910-21702			\$2,256.36	PAYROLL VENDOR LIABILITY
Vendor MN REVENUE					\$2,256.36	
Vendor NCPERS GROUP LIFE INSURANCE						
384000	G 910-21707				\$16.00	Young, Joel
384000	G 910-21707				\$16.00	Irish, Mitchell D.
384000	G 910-21707				\$16.00	Schlichter, Desiree K
384000	G 910-21707				\$16.00	Schlichter, Steven
384000	G 910-21707				\$16.00	Wangen, Kay F.
384000	G 910-21707				\$16.00	Miliander, Aaron
384000	G 910-21707				\$16.00	Carlson, Beth M
Vendor NCPERS GROUP LIFE INSURANCE					\$112.00	
Vendor PERA						
112152	SOMPE	G 910-21704			\$5,398.75	PAYROLL VENDOR LIABILITY
	SOMPE	G 910-21705			\$4,529.72	PAYROLL VENDOR LIABILITY
	SOMPE	E 230-42270-121	Ambulance	PERA	\$600.00	DCP AMBULANCE - FEB-23
Vendor PERA					\$10,528.47	
Vendor SUN LIFE ASSURANCE COMPANY						
112153	932252	G 910-21720			\$2.56	Burkholder, Brian
	932252	G 910-21720			\$6.49	Funk, Daniel E
	932252	G 910-21720			\$2.56	Priebe, Ryan D.
	932252	G 910-21720			\$2.56	Irish, Mitchell D.
	932252	G 910-21720			\$2.56	Schlichter, Steven
	932252	G 910-21720			\$2.56	Carlson, Beth M
	932252	G 910-21720			\$12.79	Burnett, Rocky
	932252	G 910-21720			\$8.80	Hyke, Christy
	932252	G 910-21720			\$2.56	Erickson, Monica
	932252	G 910-21720			\$77.76	Wangen, Kay F.
	932252	G 910-21720			\$355.71	Young, Joel
	932252	G 910-21720			\$2.56	Miliander, Aaron



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
112153	932252	G 910-21720			\$2.56	Landorf, Kevin
	932252	G 910-21720			\$2.56	Schmiedeberg, Steve
	932252	G 910-21720			\$6.39	Fox, Shane P.
	932252	G 910-21720			\$9.00	Schlichter, Desiree K
Vendor SUN LIFE ASSURANCE COMPANY					\$499.98	
Vendor TASC						
112154	02/16/2	G 910-21714			\$118.74	Schmiedeberg, Steve FSA Medical
	02/16/2	G 910-21714			\$104.17	Schmiedeberg, Steve FSA Dependent C
Vendor TASC					\$222.91	
Batch Name 2023 0216VNDRPR					\$48,374.66	
					\$48,374.66	

([BatchID] in (18471))

AGRICULTURAL LEASE

This agreement entered into this 1st day of January, 2023, by and between the City of Chatfield, a Minnesota municipal corporation (“City”) and Schoenfelder Farms a partnership organized under the laws of the State of Minnesota (“Schoenfelder”),

It is agreed between the parties as follows:

1. **Term.** For the annual payment by Schoenfelder to City of the sum of \$225 per acre, or \$9,000.00 per year, City demises and leases to Schoenfelder the property for the term of January 1, 2023 to December 31, 2023. Payment is due April 1, 2023.
2. In order to properly maintain the newly created storm water structures, no tillage will take place closer than ten (10) feet from the front of the structures and a thirty (30) foot clear radius will be maintained around the drain pipes on both retention ponds.
2. **Use.** During the period that this lease, or any extension thereof is in effect, Schoenfelder, or its agents or assigns, shall be permitted to use the property for agricultural purposes, or a use consistent with agricultural pursuits. Schoenfelder shall be required during the term of this lease to use and maintain the property in a manner that minimizes the uncontrolled drainage of surface water, erosion of soil and the growth of noxious weeds, and is consistent with good agricultural practices..
3. **Termination Prior to December 31 of a Given Year.** Notwithstanding the provisions of ¶ 1 herein, City may terminate this lease at any time prior to the end of its term by giving Schoenfelder 30 days written prior notice of termination. Provided, that if City does so subsequent to October 1, of a given year and Schoenfelder has invested labor and other inputs in preparation for cultivating a crop on the property during the remainder of or a renewed term of the lease, City shall reimburse Schoenfelder the reasonable value of such labor and other inputs expended. Provided further, if such early termination of the lease occurs at a time when a crop is under cultivation (but not yet harvested) on the property by Schoenfelder, City, at its option may: (a) permit Schoenfelder to harvest said crop within a reasonable period of time, notwithstanding termination of the lease; or, (b) pay to Schoenfelder the reasonable value of the crop that would have been harvested but for the termination of the early termination of the lease.

Schoenfelder Farms

City of Chatfield

By

By

(Title)

Mayor

By

Attest:

(Title)

City Administrator

Chatfield Firefighters Activities Assoc.
21 2nd Street SE
Chatfield, MN 55923

Dear Chatfield City Council,

I am writing to request for the city to pass a resolution approving a premise permit for the Chatfield Firefighters Activities Assoc. charitable gambling at Joy Ridge LLC. The premise is located at 237 Mill Creek Rd NW Chatfield, MN 55923. A premise permit application and lease agreement are in the process of being completed and submitted to the State of Minnesota as well. This would be a new site within the city for charitable gambling and has not had previous charitable gambling prior at this site. If you have any questions, please reach out to me so I can help answer any questions. Thank you for your consideration.

Respectfully submitted,



Steve Schmiedeberg
Gambling Manager
507-398-9321

**Resolution Approving the Premises Permit for the Chatfield Firefighters' Activities Association
Charitable Gambling at the Joy Ridge LLC**

Whereas, the Chatfield Firefighters' Activities Association has applied to the Gambling Control Board of the State of Minnesota for a Premises Permit to Conduct Lawful Gambling at the Joy Ridge LLC, the location being within the City of Chatfield; and

Whereas, the provisions of Minnesota Statute 349.213, subd. 2 require that the Common Council of the City of Chatfield notify the Gambling Control Board of the State of Minnesota of its approval of said application before a Premises Permit is issued.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Chatfield that the Common Council hereby approves the application described herein.

Adopted the 27th of February, 2023 by the Common Council of the City of Chatfield Minnesota.



Public Works
2122 Campus Drive SE—Suite 200
Rochester, MN 55904
Phone: 507-328-7070
E-mail: pwservice@co.olmsted.mn.us

February 17, 2023

Mr. Joel Young
City of Chatfield Clerk
21 East 2nd Street
Chatfield, MN 55923

Subject: 2023 Maintenance Agreement


Dear Joel:

Enclosed is the 2023 maintenance agreement between Olmsted County and the City of Chatfield providing payment to the City of Chatfield to maintain a portion of CSAH 10 within the city limits of Chatfield.

Please sign the agreement and return to me at your earliest convenience. Once executed by the Public Works Director, you will receive a copy.

If you have questions, I may be reached at 507-328-7188.

Sincerely,

DocuSigned by:

009C50B3BAEE40E...

Chad Schuman
Highway Maintenance Engineer

Encl.

C: Jeff Webster, Eyota Area Supervisor

**OLMSTED COUNTY
and
CITY OF CHATFIELD
ROUTINE MAINTENANCE
AGREEMENT**

**Routine Maintenance Performed
by the City on:**

**Total Agreement Amount
\$2,590.21**

County State Aid

Highway(s) (CSAH): 10

This Agreement is between Olmsted County, acting through its Public Works Department ("County") and City of Chatfield acting through its City Council ("City").

Recitals

1. Under Minnesota Statutes § 163.02, 160.21, Subd. 1, 160.23 and 162.17 the County and the City wish to enter into an agreement that will provide routine maintenance performed by the City on certain County State Aid and County highway(s) located within the City limits upon such terms and conditions hereafter set forth; and
2. The County will reimburse the City for the maintenance performed; and

Agreement

1. Term of Agreement; Survival of Terms;

1.1 Effective date. This Agreement will be effective on **January 1, 2023**.

1.2 Expiration date. This Agreement will expire on **December 31, 2023**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.

2. Agreement Between the Parties

2.1 Maintenance by the City

A. Location. The City will perform routine maintenance of the following portions of the county highway system within the Corporate City limits:

On CSAH 10 beginning at the intersection of Trunk Highway No. 52 and Union Street in the City of Chatfield; thence East on Union Street to Avenue "C", thence North to Wahlen Valley Road NE. Five-tenths (0.50) mile.

B. Total Mileage. The total county highway mileage for the routine maintenance performed under this Agreement consists of 0.50 two-lane miles.

2.2 Maintenance Responsibilities (Reimbursable) The City will perform the following routine maintenance duties to the satisfaction of the County's Highway Maintenance Engineer. All materials used in the performance of said routine maintenance must comply with the State's current "Standard Specifications for Construction".

- A.** Maintain the county highway(s) to keep them smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes restoration of utility openings, and all necessary patching of the roadbed and removal of obstacles.
- B.** Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- C.** Sand, salt or chemically treat the traveled roadway as necessary to provide for safe public travel.
- D.** Maintain the roadway drainage system by addressing erosion issues and keeping storm sewer, culverts and ditches clear from sediment and ice buildup.
- E.** Dispose of all snow, litter, debris and any other foreign matter collected upon, along or adjacent to the county highway proper and within the county highway right-of-way limits according to all applicable laws, ordinances, and regulations.
- F.** Promptly notify County for defective/damaged roadway markings, traffic control devices and safety devices. The County will place, install and maintain at all times suitable guide signs, warning signs, and route markers for the guidance of traffic on the highway(s).
- G.** Furnish all labor, materials, tools, equipment and any other necessary items to perform the routine maintenance duties covered under this agreement.

2.3 Other Maintenance Responsibilities; Agreements (Non-reimbursable) The City is responsible for performing the following routine maintenance duties, without cost or expense to the County:

- A.** Keep the pedestrian user areas of the walkways, medians, pedestrian ramps and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- B.** Sand, salt or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.
- C.** Maintain pedestrian facilities (trails and sidewalks) that are not the responsibility of the adjacent property owners.
- D.** Maintain any other facilities located within the county highway right of way that are covered under other agreements. This Agreement does not supersede any other agreements between the parties.

2.4 Traffic Control

- A.** The City may partially block the county highway to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the county highway(s) and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the county highway(s) for a longer period of time than is reasonably required for making the necessary repairs.
- B.** The City may close the county highway(s) to travel as necessary for the repair or installation of water or gas mains, cable TV, fiber optic cables, electric or telephone cables and storm or sanitary sewers. The City must give the County ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.
- C.** The City will not close any portion of the county highway(s) to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the county highway(s), the City must provide a suitable detour during such time.
- D.** Public notices shall be made for any scheduled road closures by the City.

E. The City must conduct all county highway partial and total closures in conformance with the current [Minnesota Manual on Uniform Traffic Control Devices \(MNMUTCD\)](#) and [Temporary Traffic Control Zone Layouts - Field Manual](#).

2.5 City's Failure to Adequately Maintain. If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the County may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance, or, if the County performs such routine maintenance, by the actual cost of the maintenance performed by the County in accordance with this Agreement.

2.6 Extraordinary Maintenance. The City is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the County's Highway Maintenance Engineer approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement.

2.7 Inspection of City Performed Maintenance. Authorized representatives of the City and the County will jointly inspect the involved county highways on a regular basis during the life of this Agreement to determine if the routine maintenance is being performed according to the terms of this agreement.

3. Basis of County Cost

The County's payment to the City for routine maintenance will be based on the length of two-lane mile roadway times the dollar value to be paid per two-lane mile per City fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

4. County Cost and Payment by the County

County Cost: The Minnesota Department of Transportation – District 6 had established the cost per two-lane mile for a portion of TH 63 to be \$3,904.00 in 2004. An increase of 1.5% per year was applied for a 2023 rate of \$5180.42 per two-lane mile. The City and County agree to apply the same cost basis to the county highways maintained by the City within the corporate limits.

4.1 Conditions of Payment. The County will make a lump sum payment to the City for routine maintenance performed, on a quarterly basis, on or after March 31, June 30, September 30, and December 31 of each City fiscal year after the following conditions have been met:

- A.* Encumbrance by the County of the necessary funds for the routine maintenance payment amount.
- B.* Execution of this Agreement and transmittal to the City.
- C.* The County's receipt of an invoice from the City for the applicable quarter, signed by the County's authorized representative attesting that all routine maintenance has been performed in full conformity with this Agreement.
 - i.* The invoice must indicate the amount, if any, deducted from the estimated quarterly payment under Article 2.5 and 2.6 of this Agreement.
 - ii.* The City will keep records and accounts that enable it to provide the County, when requested, with documentation itemizing the labor, materials and equipment used to perform the routine maintenance.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1 The County's Authorized Representative will be:

Name/Title: Chad Schuman, Highway Maintenance Engineer (or successor)
Address: 2122 Campus Dr. SE, Suite 200, Rochester, MN 55904
Telephone: 507-328-7188
E-Mail: chad.schuman@olmstedcounty.gov

5.2 The City's Authorized Representative will be:

Name/Title: Joel Young/City Clerk
Address: 21 Second Street SE, Chatfield MN, 55923
Telephone: (507) 867-3810
E-Mail: jyoung@ci.chatfield.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

6.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3 Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4 Contract Complete. This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

7.1 Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Olmsted County Attorney's Office) the County against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

7.2 Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7.3 The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. Government Data Practices

The City and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all

data created, collected, received, stored, used, maintained, or disseminated by the City or the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the County.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Olmsted County, Minnesota.

11. Termination

By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

13. Business Records

Each party shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner engaged in the profession of highway maintenance work. Each party shall maintain such records for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Each party shall have the right to audit and review all such documents and records at any time during the other party's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either party and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

CITY OF CHATFIELD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____
Mayor

Attest: _____
City Administrator

Date: _____

OLMSTED COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable resolutions or ordinances

By: _____
Chairperson, County Board

Attest: _____
Clerk-Administrator

Date: _____

Chatfield Ambulance

End of Year Report 2022

I thought I would give an update on how 2022 ended for the ambulance department. We welcomed three new members, Aric Bauman, Sarah Castleberg and Zeb Dudek. We currently to have twenty-four EMT's on our roster.

We held 2 EMT classes in 2022. These classes produced 6 EMT's that have gone on to help other communities in our area. Our training facility helps by adding revenue to our ambulance budget.

We had 1 "paid on call" EMT who had over 2400 hours in 2022. In addition, we had 3 "paid on call" EMT's with over 1500 hours and 1 more with over 1000 hours. With these and the rest of our EMT's we were awarded a Certificate of Clinical Excellence from the State EMSRB board.

We saw a similar call volume this year as last. We were called to 460 calls. Of those we transported 375 patients. We had both of our ambulances out at the same time 48 times.

We were able to end the year with a positive budget balance. We have made the decision to hold off on a per capita increase this year.

In 2022 we did not make any large purchases, but we did order and enter into an agreement with Fire Safety USA to purchase a new ambulance. We are expecting this ambulance to arrive in Chatfield at the very end of this year or the first part of 2024.

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

Rocky Burnett
Chatfield Ambulance Director



EMERGENCY MEDICAL SERVICES
REGULATORY BOARD

CERTIFICATE OF CLINICAL EXCELLENCE

THIS CERTIFIES THAT

CHATFIELD AMBULANCE SERVICE

has demonstrated exceptional clinical care in calendar year 2022 and is hereby recognized by the
Minnesota Emergency Medical Services Regulatory Board
on February 6th 2023

A blue ink signature of Dylan Ferguson, written in a cursive style.

Dylan Ferguson
Executive Director

A blue ink signature of J.B. Guiton, written in a cursive style.

J.B. Guiton
EMS RB Chair

A blue ink signature of Dr. Aaron Burnett, written in a cursive style.

Dr. Aaron Burnett
Minnesota EMS Medical Director





February 6, 2023

CHATFIELD AMBULANCE SERVICE
21 2nd Street SE
Chatfield, MN 55923

Dear Ambulance Service Manager,

As you are likely aware in 2022 the Emergency Medical Services Regulatory Board, in consultation with the Medical Director Standing Advisory Committee, implemented nine different Clinical Advisory Performance Measures. The implementation of these measures was a step towards improving the already phenomenal care that is provided across the State of Minnesota every single day.

Earlier this year, you should have received a packet that outlined your ambulance services current and historical performance against these measures. The EMSRB has been closely monitoring performance related to these measures, and I am pleased to report that your ambulance service has performed at a level worthy of special recognition.

Due to your ambulance service performing at a rate of 80% or higher on five or more of the Clinical Advisory Performance Measures for calendar year 2022, it is my pleasure on behalf of the Board to award you the enclosed Certificate of Excellence.

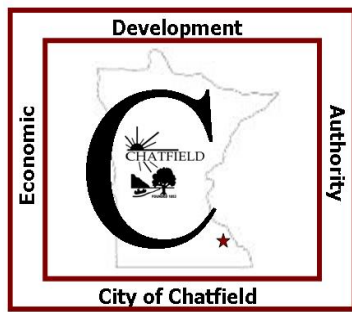
This award is a credit to your organization, leadership, the involvement of your Medical Director, and most of all the exemplary care and documentation performed by your dedicated crew members. You should be proud of the care that your organization provides to the communities and citizens you serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dylan J. Ferguson'.

Dylan J Ferguson
Executive Director, Emergency Medical Services Regulatory Board

CC: The Honorable Gregory Davids
The Honorable Jeremy Miller



Chatfield Economic Development Authority
Thurber Community Center - Chatfield Municipal Building
21 Second Street SE
Chatfield, MN 55923
Voice 507.867.1523 Fax 507.867.9093
www.ci.chatfield.mn.us

February 27, 2023

To: Chatfield City Council
From: Chris Giesen, EDA Coordinator
RE: Grand Street Apartment Redevelopment Request

Background:

The apartment building located at 815 Grand Street SE was destroyed by fire in late November 2022. The owner, Main Street Properties LLP wishes to clean up the site and eventually rebuild an apartment building. Because of the complex scope of this project and the cost to rebuild, the owners intend to apply for tax increment financing (TIF) assistance at some point in the future before they start to rebuild.

The owners are not quite ready to rebuild or apply to create an actual TIF district yet, but they would like to clean up the site and demolish the existing structure as soon as possible.

Because of the condition of the site today (with the burned-out structure on it) the site qualifies for a more flexible type of TIF – “redevelopment TIF”. This type of TIF district must be used to correct existing substandard issues with a property. Because of this, and because the owners don’t have a firm date to rebuild but want to clean up the site now, the city can take action to preserve this redevelopment TIF eligibility.

This action would allow the owners to demolish the current structure now and apply for a redevelopment TIF district later, up to three years in the future.

EDA reviewed the project and recommends that council approve.

Next Steps

1. The city building inspector has determined the existing structure is substandard.
2. If the city is agreeable, the council can adopt a resolution declaring the structure as substandard per the definition provided under TIF law.
3. The city can adopt a simple development agreement with the property owners that will allow the site to be cleaned up/demolished now and preserve the more flexible TIF eligibility for up to three years.

If the owners wish to rebuild and request TIF at some point within the next three years, they will need to apply and go through whatever process is in place at that future date.

No financial assistance is being requested at this time. For today’s request, the only costs involved is the building inspection fee which was paid for by the owner. Attached are copies of the building inspection report, development agreement, and council resolution.

Action Requested

Approve the resolution and development agreement as recommended by EDA.

RESOLUTION MAKING CERTAIN
FINDINGS WITH RESPECT TO A
SUBSTANDARD BUILDING

WHEREAS, the City of Chatfield (the "City") intends to undertake a redevelopment project in the City (the "Redevelopment Project");

WHEREAS, a part of the Redevelopment Project involves the demolition and clearance of certain blighted buildings (the "Buildings") located on certain parcels identified on Exhibit A attached hereto (the "Parcels");

WHEREAS, the City intends to create a tax increment financing district including the Parcels as a "redevelopment district";

WHEREAS, the deteriorated condition of the Buildings creates a health and safety concern necessitating the demolition of one or more of the Buildings prior to the creation of a tax increment financing district;

WHEREAS, Minnesota Statutes, Sections 469.174 to 469.1794 (the "Tax Increment Act") provides that a City may create a tax increment financing district (a "TIF District") as a "redevelopment district" if the City finds by resolution that parcels consisting of 70% of the area of the TIF District are occupied by buildings, streets, paved or gravel parking lots or other similar structures, and more than 50% of the buildings, not including out buildings, are structurally substandard to a degree requiring substantial renovation or clearance;

WHEREAS, Minnesota Statutes, Section 469.174, subdivision 10(d), provides, among other things, that a parcel may be deemed to be occupied by a structurally substandard building if (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the TIF District with the county auditor; (2) the substandard building was demolished or removed by the City, the demolition or removal was financed by the City or was done by a developer under a development agreement with the City; and (3) the City found by resolution, before the demolition or removal, that the parcel was occupied by a structurally substandard building and that after demolition and clearance the City intended to include the parcel within the district.

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

1. At least 15% of the area of the Parcels is occupied by the Buildings or other buildings, streets, paved or gravel parking lots or other similar structures.
2. The Buildings are "structurally substandard" within the meaning of Minnesota Statutes, Section 469.174, subdivision 10. The reasons and supporting facts for this determination are on file with the staff of the City.

3. Main Street Properties LLP (the "Developer(s)") intends to demolish the Building and the City intends to subsequently include the Parcels in a redevelopment tax increment district established pursuant to Minnesota Statutes, Section 469.174, subdivision 10, which TIF District, if established, shall be established within three years of the date hereof.

4. The Mayor and Administrator are hereby authorized and directed to execute a Development Agreement with the Developer(s) in substantially the form submitted to the City Council to provide for the demolition of the Buildings.

5. Upon filing the request for certification of the tax capacity of the Parcels as part of the TIF District, the City will notify the county auditor that the original tax capacity of the Parcel must be adjusted as provided in Minnesota Statutes, Section 469.177, subdivision 1, paragraph (f).

Passed and adopted by the City Council of the City of Chatfield, Minnesota, this 27th day of February, 2023.

Mayor

Attest:

City Administrator

EXHIBIT A

Parcel ID Number: 260023040

Street Address: 815 Grand Street SE, Chatfield, MN 55939

Fillmore County

Substandard Building Determination Form

I, Jay Kuyper MN #1701, a certified building inspector have conducted a building inspection on the following date at the following location:

Date: 2-9-2023

PIN #: 260023040

Location/Legal Description: That part of Outlot 23 of OH Case's Plat of Outlots NE of Winona St. and N of Plum St. in the City of Chatfield, in the SE ¼ of the NW ¼ of Sec. 5-104-11, according to the recorded plat thereof, described as follows: Beginning at the most W'ly corner of said Outlot 23 and the most S'ly corner of Lot 12, Block 1, LA Johnson's Addition to Chatfield, thence N 45 degrees E, along the NW'ly line of Outlot 23, a distance of 140.25 ft, thence S 45 degrees E,

10.00 ft, thence N 45 degrees E, along a line 10.00 ft SE'ly from and parallel with said

NW'ly line of Outlot 23, a distance of 7.75 ft to the true point of beginning of the parcel to be herein described, thence continue N 45 degrees E, on said parcel line, 132.50 ft to the NE'ly line of said Outlot 23, thence S 45 degrees E, along the NE'ly line of said Outlot 23, about 149 ft to a point 74.00 ft NW'ly from the most E'ly corner of said Outlot 23, thence S

45 degrees W, along a line 74.00 ft NW'ly from and parallel with the SE'ly line of said

Outlot 23, a distance of 140.25 ft, thence N 45 degrees W, 28.00 ft, thence NW'ly to said true point of beginning, Fillmore County, Minnesota. (PID# 26.0023.040; 800 Winona Street SE, Chatfield, Minnesota 55923)

The building is located within the proposed Redevelopment Tax Increment Financing District No. 3-6 in the City of Chatfield, Minnesota. The purpose of the building inspection was to determine if the building is a structurally substandard building under the following definition:

"Structurally substandard" means containing defects in structural elements, essential utilities, light and ventilation, fire protection, interior layout and condition or similar factors of significant total significance to justify substantial renovation or clearance. A building is not substandard if it could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. A building will be determined to be substandard if the cost of rehabilitation or renovation necessary to bring the building in compliance with building codes applicable to new building exceeds fifteen percent (15%) of the cost of a new building of similar size and design on the subject property.

Inspection Notes: HVAC, Plumbing, Electrical, and all
Structural materials are required to be replaced

Existing building square footage:

11,200 total

Estimated replacement cost per sq. ft.

97.95

Estimated Replacement Cost:

1,097,040.00

Estimated Cost to bring building up to code:

1,097,040.00

☒ This building has been determined to be substandard under the above definition.

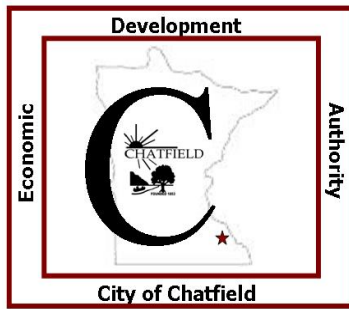
☐ This building is not substandard under the above definition.



Authorized Building Official

2-10-2023

Date:



Chatfield Economic Development Authority
Thurber Community Center - Chatfield Municipal Building
21 Second Street SE
Chatfield, MN 55923
Voice 507.867.1523 Fax 507.867.9093
www.ci.chatfield.mn.us

February 27, 2023

MEMO

To: City Council
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.
- In addition, the buyer has requested to be able to use the property prior to closing to assist with the staging and transition of the move of a prospective tenant. No work/digging or improvements would occur on the lot until after closing.

The public works committee and EDA have reviewed the offer and requests.

Action Requested

Authorize the sale as recommended by the public works committee and EDA.



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. 
(Buyer's Licensee Representing or Assisting Buyer)

MN:EMR (8/19)



COMMERCIAL PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2022 Minnesota Association of REALTORS®, Minnetonka, MN

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 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 Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall 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 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 provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments 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 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 against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said 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 AGREEMENT225. 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.

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.

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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

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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)

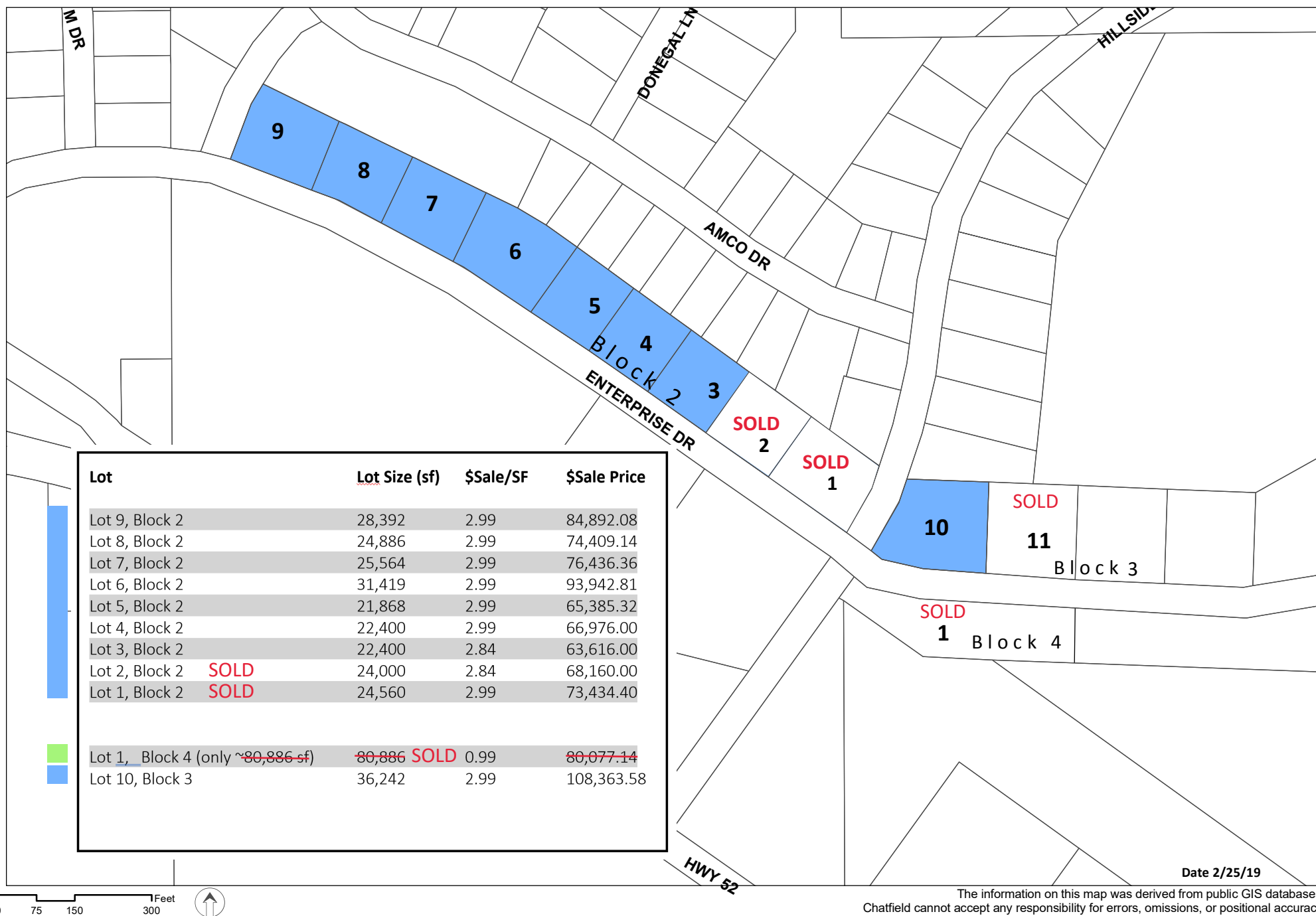
Its: _____
(Title)

(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.**



Enterprise Drive Lot Sales



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CHATFIELD, MINNESOTA,
AUTHORIZING THE SALE OF CERTAIN CITY OWNED LANDS
SITUATED IN THE STATE OF MINNESOTA, COUNTY OF FILLMORE,
CITY OF CHATFIELD DESCRIBED AS: BLOCK 2, LOT 3, FINGERSON &
DONAHOE FIRST SUBDIVISION, TO JOSHUA BROADWATER, LLC.

The Council of the City of Chatfield does ordain:

Section 1. The Council of the City of Chatfield declares that it is in the public interest for the City to convey by an appropriate legal instrument all right, title and interest of the City in certain lands owned by the City situated in the State of Minnesota, County of Fillmore, City of Chatfield described as:

Block 2, Lot 3, Fingerson & Donohoe First Subdivision;

to Joshua Broadwater, LLC, pursuant to the terms and conditions set forth in a certain purchase agreement between the City and Joshua Broadwater, LLC, presented to the City by Joshua Broadwater, LLC, and executed by the purchaser on February 2, 2023.

Section 2. The Mayor and City Clerk are authorized and directed to execute such documents as may be necessary to convey the City's interest in the property.

Section 3. This ordinance shall be effective 30 days following its publication.

Passed and adopted by the City Council of the City of Chatfield this day of March 2023.

Approved:

Attest:

By its Mayor

City Clerk



City of Chatfield

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

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: CRAIG BRITTON
SUBJECT: 2022 WATER SYSTEM ELECTRICAL IMPROVEMENT PROJECT – PAY APPLICATION 1
DATE: FEBRUARY 22, 2023
CC: CITY ADMINISTRATOR, JOEL YOUNG AND
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

Action Requested: Consideration of Pay Application #1 in the amount of \$20,502.90 to Killmer Electric Co, Inc. for work completed on the 2022 Water System Electrical Improvement Project.

Background: Killmer Electric Co, Inc. has submitted pay application number 1 in the amount of \$20,502.90 for work completed on the Well #2 and Booster Pump Station generators. Work completed includes the pouring of the concrete pads for the generators. A summary of the work remaining and retainage is on the first sheet of the pay application. Below is a quick summary of the contract amounts and payments.

1. Contract Amount - \$529,450
2. Pay Application 1 - \$20,502.90
3. Retainage (5%) - \$1,079.10
4. Balance to Finish - \$508,947.10

Please let me know if you have any questions.

Sincerely,

Craig Britton

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CHATFIELD, CITY OF
444 HAWLEY STREET SE
CHATFIELD, MN 55923

PROJECT: 517322
Chatfield Water Improvements
FROM: Killmer Electric Co, Inc
5141 Lakeland Ave

APPLICATION NO.: 1
PERIOD TO: Oct 31/22
PROJECT NOS.:
CONTRACT DATE: Jul 08/22

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACT FOR:

Crystal, MN55429

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$529,450.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +- 2)....	\$529,450.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G)	\$21,582.00
5. RETAINAGE:	
a. 5.00 % of Completed Work (Columns D + E)	\$1,079.10
b. 5.00 % of Stored Material (Column F)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I).....	\$1,079.10
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$20,502.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
8. CURRENT PAYMENT DUE.....	\$20,502.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$508,947.10

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

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

CONTRACTOR: Killmer Electric Co, Inc

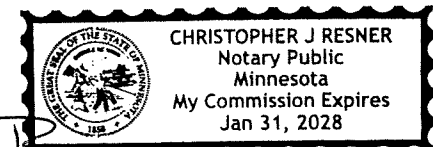
By: [Signature] Date: 10/26/22

State of: Minnesota

County of:

Subscribed and sworn to before

me this 26th day of October, 2022



Notary Public:
My commission expires: 1/31/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

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

ARCHITECT: [Signature] Date: 2/22/23

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

CONTINUATION SHEET

APPLICATION NO.: 1
APPLICATION DATE: Oct 26/22

PERIOD TO: Oct 31/22
PROJECT NO.: 517322

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
CONTRACT									
00010	General Conditions (Bond/Ins/	36350.00	0.00	7500.00	0.00	7500.00	21	28850.00	375.00
00020	Well #2	81500.00	0.00	6938.00	0.00	6938.00	9	74562.00	346.90
00030	Booster Station	24000.00	0.00	7144.00	0.00	7144.00	30	16856.00	357.20
00040	Well #3	38600.00	0.00	0.00	0.00	0.00	0	38600.00	0.00
00050	WWTP PLC Upgrade	112000.00	0.00	0.00	0.00	0.00	0	112000.00	0.00
00060	I&C Engineering/Submittals	24800.00	0.00	0.00	0.00	0.00	0	24800.00	0.00
00070	Alt 1 - Generator Well 2	78000.00	0.00	0.00	0.00	0.00	0	78000.00	0.00
00080	Alt 2 - Generator Booster Sta	134200.00	0.00	0.00	0.00	0.00	0	134200.00	0.00
		529450.00	0.00	21582.00	0.00	21582.00	4	507868.00	1079.10
Total Contract		529450.00	0.00	21582.00	0.00	21582.00	4	507868.00	1079.10

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: JOEL YOUNG, CITY ADMINISTRATOR
SUBJECT: GROEN PARK PEDESTRIAN BRIDGE PROJECT
DATE: 2/16/23
CC:

Request: Authorize the purchase of a pedestrian bridge at a cost of \$74,900.00.

Background: The Park & Recreation committee met on February 15, 2023 and developed a recommendation that the city council authorize staff to order the bridge quoted by CONTECH Engineered Solutions.

Due to the lead time of approximately one year for delivery of the bridge, together with the grant completion date of June 30, 2024, it is important to place the order as soon as possible. A copy of the grant application is attached for your review. Also, the grant administrator has assured us that an extension of time will be allowable in the event forces out of our control cause the project to be completed after June 30, 2024.

It is likely that this project will cost in the range of \$175,000.00. That will be funded by \$77,000 in grant and the rest will come out of the Park Reserve Fund. Currently, there is a total of \$78,000 in the park reserve funds and there is another \$45,000 included in the 2023 budget to transfer into the park reserve fund.

Quote # QUO-538953-F9D3X7					
Date	2/10/2023	Account Name	City of Chatfield (MN)	Reply-To	
Quote #	QUO-538953-F9D3X7	Contact Name	Joel Young	Contech Rep.	Jake Vogel
		Phone	(507) 867-3810	Address	
Project Name	Groen Park Pedestrian Bridge	Fax		Phone	6123527944
Project #	667918	Email	JYoung@ci.chatfield.mn.us	Fax	
Project City/State	Chatfield, MN			Email	Jake.Vogel@ContechES.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Continental Pedestrian Bridge Length - 70'-0" Long Width - 10'-0" Wide Style - Connector H-section Finish - Self Weathering Steel AASHTO LRFD Design 90 PSF Live Load H-5 (10,000 LB) Vehicle Load Nominal 3 inch thick treated wood decking Steel Toe Rail Nominal 5/4x6 IPE Wood Rub Rail Horizontal Steel Safety Rails Teflon & Stainless Steel Bearing Pads Steel Cover Plates at the ends of the bridge Bridge to be shipped in One section	1.00	1.00	\$74,900.00	EA	\$74,900.00
					Total	\$74,900.00
(Tax not included)					Net Total	\$74,900.00

Standard Notes

- Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.
- In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials within 30 days of requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 5% per month of the selling price of the stored materials that are not shipped within 30 days after the requested delivery date for storage and handling.
- LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
- One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
- Preliminary Assembled ship weight: Approximately +/- 23,000 lbs. subject to final design. Contech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
- Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
- Pricing includes current freight and fuel surcharges. Subject to change upon quote expiration.
- The estimated lead time for the submittal package is 4-5 weeks from the receipt of a signed purchase document and receipt of the required design and project information. Submittal lead times are subject to adjustment at time of order based upon current Engineering backlog. Approval review process is in addition to stated timeframes. The current estimated manufacturing lead time for this material is 45-50 weeks. Manufacturing and delivery lead times are subject to adjustment at the time Contech is given approval to fabricate based upon production capacity and delivery curfews or other travel restrictions.
- This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Quote # QUO-538953-F9D3X7

Standard Notes

10. This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

Scope Of Work

Steadfast Express AASHTO Series

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance

Contech Engineered Solutions LLC.

WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HERewith AND VIEWABLE AT www.conteches.com/cos

By Jake Vogel

Company

(O)

6123527944

By

(F)

Title

(Cell)

Date

Title

Quote # QUO-538953-F9D3X7

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

Joel Young

From: Mularie, Audrey L (DNR) <audrey.mularie@state.mn.us>
Sent: Wednesday, February 8, 2023 6:09 AM
To: Joel Young
Subject: RE: Groen Park Pedestrian Bridge

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Joel,

The grant funds for this grant would allow us to extend the project an additional year.

Audrey

Audrey Mularie
Grant Specialist Coordinator | Parks and Trails

Minnesota Department of Natural Resources
500 Lafayette Road
St. Paul, MN 55155-4039
Phone: 651-259-5549
Email: audrey.mularie@state.mn.us
mndnr.gov

 **DEPARTMENT OF
NATURAL RESOURCES**



From: Joel Young <JYoung@ci.chatfield.mn.us>
Sent: Tuesday, February 7, 2023 9:12 AM
To: Mularie, Audrey L (DNR) <audrey.mularie@state.mn.us>
Subject: Groen Park Pedestrian Bridge

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hello Audrey. I'm not sure if you can give me any advice on this, or not, but thought I'd ask. As you will see below, the lead time for the pedestrian bridge is now a whole year. Based on that knowledge, we can plan on installing the bridge in the spring of 24 but I'm concerned about what might happen if it gets delayed beyond that point. If the delivery of the bridge is delayed to the point where we can't complete the project by the end of June, 2024, it's my understanding that the City is at risk, is that right? Do you have any thoughts that might be helpful?

Joel

From: Ryan Hermes <Ryan.Hermes@widseth.com>
Sent: Friday, February 3, 2023 4:43 PM
To: Joel Young <JYoung@ci.chatfield.mn.us>
Cc: Craig Britton <Craig.britton@widseth.com>
Subject: FW: [EXTERNAL] Groen Park Pedestrian Bridge

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Joel!

I wanted to forward this e-mail onto you right away here. Jake from Contech responded back with some unfortunate news that their lead time is a year out. Not sure if that is what you were expecting or not. Looks like pricing is still the same as it was which is great. We can get our design documents out and ready in a timely manner yet for the grant deadline, but construction wouldn't be able to begin on it until Spring of 2024.

Feel free to respond back with any questions or concerns you have right now. I'll be gone this next week, but will touch base with you as soon as I get back into the office the following week.

Best,
Ryan Hermes
Landscape Designer
507-206-2146
3777 40th Avenue NW Suite 200
Rochester, MN 55901-3297

WIDSETH

Widseth.com

50 Best Places to Work (*Prairie Business Magazine*, 2022)

From: Jake Vogel <Jake.Vogel@ContechES.com>
Sent: Thursday, February 2, 2023 10:43 AM
To: Ryan Hermes <Ryan.Hermes@widseth.com>
Cc: Craig Britton <Craig.Britton@widseth.com>
Subject: RE: [EXTERNAL] Groen Park Pedestrian Bridge

Hi Ryan.

Thanks for reaching out.

I'm assuming we're still looking at the 70' x 10' pedestrian bridge? See attached.

If so, price-wise, we're looking around \$90K, including delivery. Lead time is pretty far out.....probably early 2024, at this point. Lead times, industry-wide, skyrocketed in 2022. Thus, it could make sense for the owner to procure directly to speed up the process and not lose time in review, shop drawings, etc.

Respectfully,

Jake Vogel
Senior Bridge Consultant

CONTECH Engineered Solutions LLC

11155 Chaparral Avenue

Shakopee, MN 55379

Off: 612-352-7944

Jake.Vogel@conteches.com

www.conteches.com

From: Ryan Hermes <Ryan.Hermes@widseth.com>

Sent: Tuesday, January 31, 2023 1:57 PM

To: Jake Vogel <Jake.Vogel@ContechES.com>

Cc: Craig Britton <Craig.Britton@widseth.com>

Subject: [EXTERNAL] Groen Park Pedestrian Bridge

CAUTION: This email originated from outside of the organization. Exercise caution when opening attachments or clicking links, especially from *UNKNOWN* senders.

Good Afternoon Jake!

It has been a little while since we had touched base last, but Chatfield was recently awarded the grant for the pedestrian bridge at Groen Park in town. We are getting ready on our end to begin surveying the site and work on the design and had a couple questions for you to help us determine timeline of the project.

- The city is wondering what the price of the bridge is going to end up being if anything has changed since the original design and estimate?

Also

- What would the lead time be for the bridge once ordered?

Thank you much and looking forward to working with you on this!

Best,

Ryan Hermes

Landscape Designer

507-206-2146

3777 40th Avenue NW Suite 200

Rochester, MN 55901-3297

WIDSETH

Widseth.com

50 Best Places to Work (*Prairie Business Magazine*, 2022)

ITEM 1 - APPLICATION SUMMARY -2022 APPLICATION

Applicant Information

Name of applicant: **City of Chatfield**
 Name and title of contact: **Joel Young, City Clerk**
 Address: **21 Second Street SE**
 City: **Chatfield** State: **MN** Zip Code: **55923**
 Phone: **507-867-3810** Email: **jyoung@ci.chatfield.mn.us**

Park Information

Park Name: **Groen Park**
 Park Address: **405 Third Street SW**
 City: **Chatfield** Nine Digit Zip Code: **55923**
 County: **Fillmore**
 Existing Park Acres: **~14**

Project Information

Project Type (Check all that apply to this project):

- ☐ Acquisition: Acres to be purchased: **Click to enter amount.**
- ☒ New Development/Construction
- ☐ Redevelopment/ Rehabilitation
- ☐ Replacement/ Demolition

Description: Provide a short description (less than 30 words) of your project proposal. Include only items that will be accomplished with this project. Do not include work to be accomplished in future phases.

Construction of a pedestrian bridge across Mill Creek, to connect the parkland which is situated on both sides of the creek.

Financial Information

The Applicant must provide a non-state match of, at least, 50% of the total cost. This match may consist of cash or the value of materials, labor and equipment usage by the applicant or donations or any combination of these. Applicants that provide, at least, 20% of the match from their own resources will receive additional consideration in the review criteria. The total cost shown below must equal the total costs shown in Item 4 – Cost Breakdown.

Total Project Cost: **\$155,000**
 Grant Request: **\$77,000**
 Match Amount: **\$78,000**

Match Description: List all sources and amounts of the match. Identify if it is committed or pending. Projects that have the all match committed by the application deadline will receive additional consideration in the review criteria.

The City has committed to provide the entire match amount if that is necessary. It is expected, though, that local fundraising might provide part of the match, although that isn't expected to be more than \$10,000 or so.

ITEM 2 - PROJECT NARRATIVE

Please limit your narrative to one page.

1. Provide a general overview of what the project involves and what will be accomplished by the completion of the project. You may discuss why this project is needed at this time. Identify the new facilities that will be constructed, the existing facilities that will be renovated or replaced, or the general site improvements.

Groen Park consists of approximately 14 acres, with Mill Creek traversing through the park. There is no vehicle access to the parkland situated to the south of the creek, making that land difficult to access for most people. The proposed bridge will solve that issue. The fact that Trout Unlimited and the DNR are constructing improvements to the stream banks and trout habitat on this stretch of Mill Creek makes this the perfect time to install the pedestrian bridge. This improvement will nicely complement the \$833,000 improvement that will be installed by Trout Unlimited.

2. What design elements are included that contribute to preserving environmental resources as part of ensuring a quality outdoor recreation experience for present and future generations?

The location of this bridge is designed to take advantage of an in-place recreational trail and to provide greater access to a fishery that is important to the area. This bridge will enhance the use of the recreational trail, it will enhance access to and enjoyment of the parkland that is currently difficult to access and it will enhance access to a designated trout stream.

3. Who is accessing your park the most? Who has the least access? What can you do to address the users with the least access?

Families are the primary users of this park. A recreational path and an accessible playground are already in place, as is a shelter, portable toilets, picnic tables, benches and parking lot. This bridge will provide access to land that is not easy to get to at the current time. The bridge will make the parkland that is situated to the south of the stream accessible to all people, which is not currently the case.

ITEM 3 - PROJECT RELATION TO SCORP

Discuss the following topics from the Statewide Comprehensive Outdoor Recreation Plan (SCORP) that apply to your project. *The SCORP is available at this [link](#).*

How Does the Project Connect People to the Outdoors?

1. How does the proposed project design and redevelop outdoor recreation facilities so that they can accommodate varying forms of transportation to sites (e.g., driving, walking, biking)?

This project will not affect access to the site overall, however, it will greatly enhance access to the ~30% of the park that is not currently easy to access. This will provide additional area to hike, run, and cross-country ski.

2. How does the proposed project design, develop, rehabilitate, and manage outdoor recreation facilities to provide a welcoming environment for people of all abilities and diverse backgrounds (e.g., accessible seating, bathrooms, drinking water, shade opportunities, informational signs, safety features)?

This bridge will complement the recreational trail and benches that are already in place at this location. This bridge will enhance the ability to hike the entire parkland and it will enhance the ability to fish this designated trout stream from both of its banks.

3. How does the proposed project provide high-quality experiences to visitors through thoughtful design, programming, and interpretation (i.e., does the project develop or expand facilities to provide high quality experiences and/or interpretive signs)?

This bridge will be in a location that leverages the opportunities already provided by the recreational path that is in place. The bridge will be designed to provide a safe and fun way for people of all ages to enjoy the entire park, fishing or just to watch the fish from above.

Does the Project Acquire Land and/or Create Opportunities?

Acquisition (if you are not acquiring land, you may put "Not applicable" and move on to the Development/Redevelopment questions):

1. Does the proposed project accelerate the acquisition of private in-holdings and add lands to existing parks to enhance resource protection and recreational opportunities?

NA

2. Does the proposed project acquire exceptional one-time opportunities of unique, high-quality natural resources that meet critical needs outside of regional centers?

NA

3. Does the proposed project acquire land to connect protected and high-quality natural resource corridors?

NA

4. Does the proposed project acquire land that protects important water resources including lakes, rivers, wetlands, shoreline, and critical watersheds?

NA

Development/Redevelopment:

5. How does the proposed project design, develop, and/or redevelop facilities that meet the differing outdoor recreation needs for people of all abilities (e.g., a quality natural setting for a high-quality recreational experience, universal design, family friendly facilities, more separation of uses, tent and RV and privacy between site for camping, etc.)?

Given the streambank restoration project that will soon take place, this bridge will provide access to one side of the stream that is very difficult to access at this time. It will also provide access to a significant portion of parkland that is not currently easy to get to. The City maintains this grassy area for hikers but it is too difficult for most people to get to at this time.

6. How does the proposed project create an accessible environment that is open and flexible to accommodate new and emerging nature-based recreation uses (e.g., facility design that supports numerous activities, maintains large open play areas, incorporates emerging nature-based activities, etc.)?

This will provide access to ~four acres of grassy land, which can be hiked, fished or otherwise enjoyed.

7. How does the proposed project develop infrastructure and amenities that meet the needs and interests of future generations and diverse communities (e.g., develop group-based opportunities such as group campsites, group picnic areas, and gathering spaces used by diverse communities. Offers amenities that meet the lifestyles of our target markets such as wireless internet, playgrounds, family bathrooms, areas for specialized interest, etc.)?

This project is all about providing access to land that is not currently easily accessed. The last two years in particular have demonstrated the value of open spaces and this bridge will provide a new-found ability for the public to access and enjoy land that is already in the public domain. This land is in its natural state, with a mowed grassy landscape with a number of trees.

8. Is the proposed project designed and constructed with sustainable and resilient infrastructure (e.g., rely on up-to-date green infrastructure and best practice designs, is energy efficient, easy to maintain and uses recycled/recyclable materials, conserve the use of water at facilities and/or design facilities to effectively manage storm water onsite.)?

Standard and modern bridge materials will be used on this project.

Does the Project Take Care of What We Have?

1. Does the proposed project result in redevelopment, renovation, or rehabilitation of existing infrastructure to ensure high-quality and safe experiences for the public (e.g., roof replacement, structural replacement, trail resurfacing, trail head amenities refurbished, campgrounds rehabbed and updated, bring facilities up to modern codes and standards, and/or make it easy for everyone to access and enjoy parks and trails)?

This project does not redevelop anything, rather, it enhances the ability to use existing parkland and fishing easements. The installation of this bridge will leverage the existing parking lot and recreational trail in a way that provides access to parkland that is not currently accessible.

2. Does the project sponsor maintain a capital asset management plan to ensure protection and full utilization of the proposed facilities (yes or no, describe)?

Yes, all of the City's capital goods have a maintenance / replacement plan associated with them. The Park Capital Plan is attached.

3. Does the proposed project preserve existing high-quality natural areas and water resources?

Yes, this project enhances the use of a designated trout stream. Except for the basics of a parking lot, tot lot, shelter and recreational trail, the property is in its natural grassy and open state, although the grassy area is mowed and properly maintained, of course.

4. Does the proposed project restore and reconstruct natural communities that have been degraded or lost due to agriculture or development?

No, however, the associated streambank restoration project will reconstruct streambanks and minimize erosion in the future.

ITEM 4 - COST BREAKDOWN

Development (see Program Manual for eligibility) Contingency and indirect costs are not eligible. Design/Engineering costs in excess of 10% of the total project construction cost are not eligible. Please be aware that we require all existing and proposed facilities to have accessible routes so please account for that in your cost breakdown.

Facility (e.g., picnic area, campground, walkway, shelter, restroom)	Description (linear feet, dimensions, material used, number of components, etc.)	Cost	Expected Completion Date
Excavation/Backfilling /setting abutments and bridge		\$40,000	
Concrete Abutments	As Shown in Exhibit	\$20,000	
Bridge	70' x10' standard wood deck bridge, 10,000 lb limit	\$90,000	
Trail Approach	~30' of bituminous, 8' wide	\$ 5,000	
Total		\$155,000	

- How were the cost estimates derived?
Estimates were provided by a vendor in June, 2021 and an update was provided by the same vendor this month.
- What assurances are there that the costs listed are reasonable?
The vendor has completed similar projects in the past.
- Describe any project elements or costs that will improve site resiliency and facility longevity, if any.
None that are not already included.
- What is the anticipated life span of the facilities that will be funded as part of this project?
30 Years

5. What is your recent experience completing similar projects with state or federal grant funding?

A state grant received in 2014, of \$5,352,000, was completed on time and within budget. An outdoor recreation grant in 2021, in the amount of \$25,000 is currently on time, scheduled for completion this spring. A project funded by an \$8,700,000 state grant made in 2020 is scheduled to be complete on time, in August of this year, and within budget.

Land Acquisition (if applicable) – Appraisal(s) must be attached.

Parcel Identification Number or location	Acres	Appraised Value	Expected Acquisition Date
Total			

1. Why is this acquisition needed? **Click here to enter text.**
2. Describe the existing resources and features of the site that make it desirable for public outdoor recreation. **Click here to enter text.**
3. Explain how you envision this acquisition contributing to outdoor recreation in the long term. **Click here to enter text.**
4. From whom is this property being purchased? **Click here to enter text.**
5. Are any buildings or structures being purchased along with the property?
 - a. ☐ No
 - b. ☐ Yes – Describe what is planned for those structures and whether the grant funded project includes the value of those structures.
Click here to enter text.
6. How and when will the site be made open and accessible for public outdoor recreation use? For acquisition only grants, park and funding acknowledgement signs must be posted prior to close of the grant and the park open for public access. Recreation facilities must be developed within three years from the date of acquisition.
Click here to enter text.
7. Is this property being acquired under threat of condemnation? **Click here to enter text.**
8. Was the property listed for public sale?
 - a. ☐ No
 - b. ☐ Yes – Explain how the property owner was made aware of the grant sponsor's interest in the property. **Click here to enter text.**
9. Does this project involve donated property?
 - a. ☐ No
 - b. ☐ Yes – Include evidence that the seller was offered the fair market value of the property as just compensation and willingly chose to donate the property instead. **Click here to enter text.**

ITEM 5 - PROJECT SITE EVALUATION

All applicants must prepare and submit a Project Site Evaluation. The project site evaluation will provide information necessary to determine the impacts of the project, if any, on the environmental and cultural resources of the area. It is very important, therefore, that the project site evaluation identify all possible impacts of the proposed project. This will help in determining whether any changes in project scope or design may be required or whether mitigation measures must be undertaken. The following sources of information may be helpful in completing the evaluation:

Endangered Species and Critical Habitat:

US Fish and Wildlife Service (USFWS) [Information for Planning and Consultation \(IPaC\) Report](#) provides a list of species and other resources such as critical habitat (collectively referred to as trust resources) under the USFWS' jurisdiction that are known or expected to be in or near the project area. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Additional information on animals and plants that are endangered, threatened or merit special consideration or management is available from the Minnesota Natural Heritage Program/Nongame Wildlife Program, Section of Wildlife, Department of Natural Resources (DNR). A booklet entitled [Minnesota's List of Endangered and Threatened Animal Species](#), that includes a list of all species of Minnesota's animals and plants listed under the provisions of the Federal Endangered Species Act of 1973, Public Law 93-205, and/or Minnesota Statute 84.0895, is available from the DNR by calling (651) 296-6157 or (888) 646-6367 or at the DNR website [Minnesota's Endangered, Threatened, and Special Concern Species](#).

Additional information may be obtained by calling the Division of Ecological Resources information number at (651) 259-5100. The DNR is also developing biological surveys on a county-by-county basis on sensitive natural habitats and rare plant and animal species. Several publications are available which provide detailed information on these subjects. Additional information about county biological surveys is available at [Minnesota Biological Survey](#).

Wetlands:

Minnesota has adopted a "no-net-loss" wetlands policy. Each state agency must ensure that its activities, including state sponsored, financed, or assisted projects, do not contribute to the loss or diminishment of the many important values of wetlands. Unavoidable impacts must be minimized, and compensatory mitigation must be provided for all values that have been lost or diminished. The basic reference for wetland determination will be the [National Wetlands Inventory](#) produced by the U. S. Fish and Wildlife Service and available at the DNR. Questions regarding implementation of the "no-net-loss" policy and identification of wetlands may be directed to the Ecological Resources Division, DNR at (651) 259-5100.

Project Site Evaluation:

Using the following format and subject categories below, address all of the points covered under each category and be specific. It is important that the project site evaluation be a complete and accurate assessment of the natural and/or scenic characteristics of the area and the likely impacts of the project, either positive or negative, on those characteristics.

Part 1 - Description of the Environment and Environmental Impact of the Proposed Project

- A. Present Land Use: Describe the existing site conditions, facilities, and park acres.

The land is currently parkland and will remain parkland.

1. Explain why the site is suitable for the type of outdoor recreation proposal being submitted. There is no change in use of the land.
2. Does the site include any elements that visually detract from the outdoor recreation experience or that represent a potential public safety hazard?
 - a. ☒ No
 - b. ☐ Yes – Explain and describe whether this project will help to address those concerns. [Click here to enter text.](#)

- B. Environmental Intrusions: Describe **all** rights-of-way, easements, reversionary interests, etc. within the proposed boundary area. All existing and future overhead power lines serving the park must be placed underground. The cost of placing the power lines underground can be included in this application.

The only easements in place are fishing access easements, which will not be disturbed.

- C. Fish and Wildlife: Indicate whether the proposed project site is on or adjacent to a national, state, or local wildlife management area, park, or natural area. Describe the known fish and wildlife species common to the project site and any known species that are listed as endangered, threatened or of special concern. Describe the likely impacts of the proposed project on habitat, population levels, and any other factors related to the fish and wildlife resources.

This bridge will span a designated trout stream. It will not inhibit the waterway at all. It will provide enhanced access to the stream for anglers.

- D. Vegetation: Describe the major plant species and communities common to the project site and any known species that are listed as endangered, threatened or of special concern. Describe the distribution of major plant communities or types on the site. Indicate the extent of cutting, clearing, removal or other disturbance that will result from the proposed project, as well as any restoration and/or protection activities planned as part of the project.

The vegetation near the bridge location is a combination of naturally occurring grasses and weeds, none of which are endangered, threatened or of special concern. The only cutting or removal of vegetation is that which is necessary to install the bridge abutments and the recreational trail leading to the bridge on both sides of the stream.

- E. Wetland Resources: Describe any existing wetland areas on or adjacent to the proposed project site. Indicate any likely physical disturbances of these wetlands, including (but not limited to) draining and filling that would result from the proposed project. Describe any other potential impacts to wetlands, such as water level fluctuations or water pollution that may result from the proposed project. Discuss possible alternatives that would avoid or minimize negative wetland impacts. Also describe any other water resources on or adjacent to the site, proposed uses of surface or groundwater, and any possible impacts on these resources, including depletion or pollution, resulting from the proposed project. Explain how the proposed project would help to protect water quality on or adjacent to the site.

The bridge will not affect any wetlands, however, Mill Creek will be under the bridge and adjacent to the abutments.

- F. Geologic and Physiographic Features: Describe any interesting, unique, or fragile geologic and/or physiographic features on the proposed project site and any likely impacts on these features that would result from the proposed project. Also describe any proposed protection activities or measures to provide public education, interpretation, and enjoyment of these resources.

There are no unique geologic or physiographic features at this site.

- G. Air Quality/Noise: Describe any temporary or permanent air or noise pollution that will result from the development and use of the site and the impacts on adjacent land uses or landowners.

NA

For the following questions, please send an email to DataRequestSHPO@state.mn.us with the township, section, range of the park and ask for a data search for previously known archaeological sites and historic properties in the project area. Take a look at the information you get back, if any, to see if they are in or adjacent to the project area. Use this along with your community history to respond to the questions. **Be sure to attach the information** received from DataRequestSHPO to your application.

- H. Archeology/ Ground Disturbances: Provide a description of current and historic land use and ground disturbances. Include available information concerning known or suspected archaeological resources within or adjacent to the park. Indicate if any of these identified resources will be impacted by the proposed project.

The land has been parkland since 2001, and was used as pasture prior to that time.

- I. Historic Structures: List known historic buildings or structures located within or adjacent to the project area (i.e., individual properties or districts which are listed in the National Register of Historic Places, or which meet the criteria for listing in the National Register). If applicable, identify any expected or potential impacts to these properties with the proposed project.

NA

- J. Surveys: Have there been any previous cultural and/or historic resource surveys completed that included this site within the area of potential effect that was assessed?

☒ No – Describe any construction planned as a result of this project that will extend beyond the pre-existing disturbance area (including surface area and depth).

None

☐ Yes – Attach survey and summarize findings and include page number references below.
Click here to enter text.

Part 2 - Environmental Screening Form (ESF):

The table below serves as a record of the environmental resources present at the site, whether the proposed action is likely to have a significantly negative impact on those resources, and whether further information is needed to determine the potential impact. Review the listed resources and identify any resources that may be significantly impacted by the action. The Environmental Screening Form (ESF) should be completed with professional input from resource experts and in consultation with relevant local, state, tribal, and federal governments, as appropriate.

For each resource, indicate if positive or negative impacts are anticipated to result from the action or if further information is needed to determine the potential impact.

- + indicates positive impacts are anticipated to result from the action
- indicates negative impacts are anticipated to result from the action
- ? indicates further information is needed to determine the potential impact
- n/a indicates resource does not exist on site or there is no impact

Site Name:

	How will the project affect the following resources?	+	-	?	n/a
1	Air quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Circulation and transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Climate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Contamination or hazardous materials even if remediated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Endangered species: (listed or proposed threatened or endangered) including associated habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Environmental justice: minority and low-income populations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Historic or cultural resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Invasive species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Land use plans or policies from other agencies including tribes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Lightscares, especially night sky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Migratory birds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Recreation resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Socioeconomics: changes to tax base or competition with private sector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Sound (noise impacts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Water quality and/or quantity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Water: coastal barrier resources or coastal zones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Water: marine and/or estuarine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20	Water: stream flow characteristics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	Water: wetlands and floodplains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22	Other important resources Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1. Have there been any previous environmental documents that are relevant to this project or this specific site?
 - a. ☒ No
 - b. ☐ Yes – Attach and summarize findings and include page number references below
2. Explain any negative or unknown impacts identified in the Table of the ESF.
None
3. How was the information identified in the table derived and what sources of data were used to justify the impact selection?
Local knowledge, the only impact of the installation of the bridge is the enhanced use of the park and access to the designated trout stream.
4. Who contributed to filling out the ESF (include name, title, agency) and what qualifications do they have that provide the necessary resource expertise to determine impact significance?
City Staff
5. List all required federal, state, and local permits/approvals needed for the proposal and explain their purpose and status.
DNR Waters to span the creek. City of Chatfield for installing an improvement in a city park.

ITEM 6 – PUBLIC PARTICIPATION AND BENEFIT

Address the following questions regarding public participation, planning process and how this project will provide new and/or expanded recreational opportunities.

1. Describe both short- and long-term outdoor recreation benefits that will be achieved as a result of this project.

This project will immediately enhance the use of Groen Park, especially that area of the park which is not currently easy to access. It will also immediately enhance the fishing experience as access to the southerly bank of Mill Creek will be much improved.

2. Explain how this project fits as part of other projects planned for this same site in the next three years.

No other improvements are planned in the next three years, however, the City is considering the acquisition of ~73 acres of land adjacent to Groen Park. This bridge would create a key access point to that additional parkland, when/if it is acquired.

3. Describe the process that led to the development of this proposal and how the public was involved? Who was involved and how were they able to review the completed proposal, including any state, local, federal agency professionals, subject matter experts, members of the public and Indian Tribe?

The City has been planning the construction of a bridge on this property since the park was created. Due to the strong erosion of the banks, the project has not been feasible until now, due to the Trout Unlimited streambank restoration project.

4. Please include detail on how the public was notified. What information was made available and what opportunity to be involved in planning and developing of your proposal was provided? Describe any public meetings held and/or formal public comment periods, including dates and length of time provided for the public to participate in the planning process and/or to provide comments on the completed proposal. Were formal comments received and did you provide written responses?

This has formally been part of the City's Master Park Plan since 2014.

ITEM 7 – AVAILABILITY FOR PUBLIC USE

All facilities within the park must be designed and available for general public use and open during typical park hours. This includes restrooms, picnic shelters, campgrounds, playgrounds and other structures. For parks that include marina or campground facilities, a minimum of 50% of the berths/campground spaces must be available for short-term rental and an equitable method of allocating long-term rentals shall be used. All personal property must be removed at the end of each use season.

State the specific hours of operation and any current or anticipated programmed use for the facilities proposed to be funded with this application. Saying the park will be open during normal park hours is not specific. Also describe any arrangements with schools, local organizations, clubs, or city programs for the use of the facilities. Explain how this may impact facility availability to the general public.

The parks are open to the public every day from 7:00 a.m. – 11:00 p.m., which will not be affected by this project. Since this project will provide access to parkland that is not currently accessible, this project will enhance the useability of Groen Park, thus leveraging the local Lion's Club previous donation of a picnic shelter to the park.

Describe what fees, if any, will be charged for use of the park facilities and/or access to the park.

No Cost

ITEM 8 - STATEMENT OF ACCESSIBILITY

All facilities improved with this grant project must meet current Americans with Disabilities (ADA) standards and the final guidelines for Outdoor Developed Areas. In addition, all critical existing components of the park listed below must be accessible to persons with disabilities.

Critical components include:

- Accessible parking spaces serving each area of the park.
- Accessible restrooms, if restrooms are provided.
- Accessible drinking water, if drinking water is provided.
- Access routes to all recreation facilities provided in the park. If your facilities do not have access routes to them, you need to include the cost in your Cost Breakdown. For this program, an access route must be a minimum of five feet wide, slip resistant, firm and stable:

If a grant is awarded, part of the grant will be withheld pending verification of access compliance by an on-site final inspection.

The following guidelines will help you design your facilities. Copies can be ordered from the U.S. Access Board at (800) 872-2253 or downloaded from their website at [United States Access Board](#).

1. [ADA Accessibility Standards for Buildings and Facilities](#)

(For buildings and certain recreation facilities including playgrounds, recreational boating facilities, and fishing piers)

2. [Final Accessibility Guidelines for Outdoor Developed Areas September 26, 2013](#)

(For outdoor developed areas such as campgrounds, picnic areas, trails, and beaches. These guidelines, developed for federal facilities subject to the Architectural Barriers Act, are to be used for facilities improved by this Outdoor Recreation Grant Program.)

How are access requirements under the ADA Standards, Final Accessibility Guidelines for Outdoor Developed Areas and all critical components, stated above, being addressed in this project? Be specific.

The City Engineer will design the approach to the bridge to meet all ADA guidelines, and the bridge will be purchased with those same design standards included. See Attachment E for more details.

ITEM 9 - PROJECTED OPERATION AND MAINTENANCE COSTS

Estimate the projected operations and maintenance costs for each facility to be developed or improved by this grant, including routine costs (such as labor, materials, utility costs and equipment costs), and planned major repairs or preventive maintenance (such as seal coating or replacement of plumbing, lighting, aglime, turf, etc.).

The City's Parks Capital Goods Plan will be increased by \$5,000 per year to cover the cost of an annual inspection to ensure decking is safe and to be prepared for repairs and replacement on a timely basis.

Attachment A

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

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

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

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

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

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

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

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

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

SIGNED:

Joel Young
(Signature)

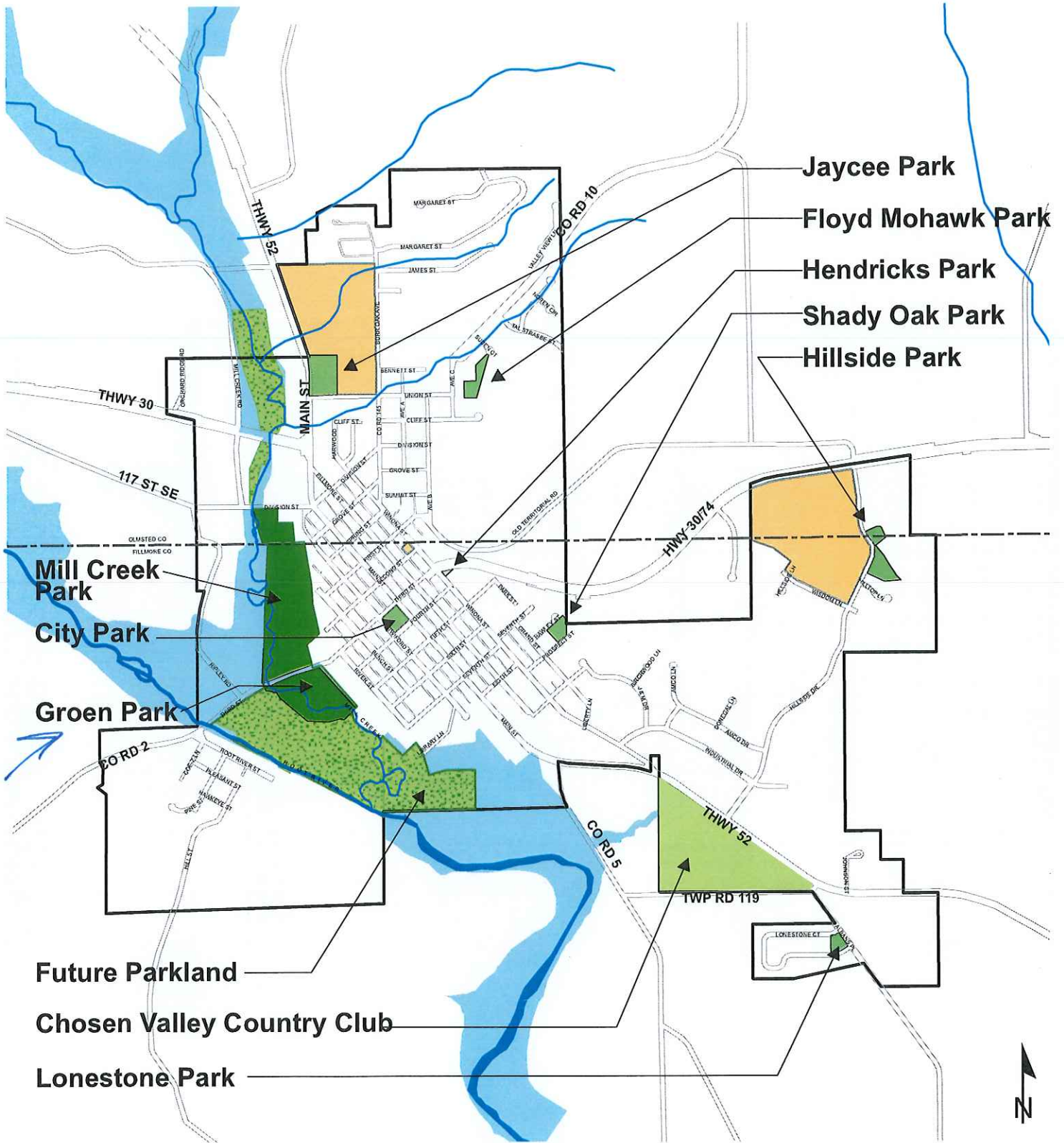
City Clerk 3-28-2022
(Title) (Date)

WITNESSED:







Randy M. Smith
(Signature)

Mayor 3-28-22
(Title) (Date)

City Parks



0 500 1,000 2,000 Feet

- | | | | |
|------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------|-----------------|
|  | Mini Park |  | Future Parkland |
|  | Neighborhood Park |  | Floodplain |
|  | Community Park |  | Schools |



ATTACHMENT 2 RECREATION SITE PLAN



Photos of Existing Structures

ATTACHMENT D1

Photos of Existing Structures



Photos of Existing Structures

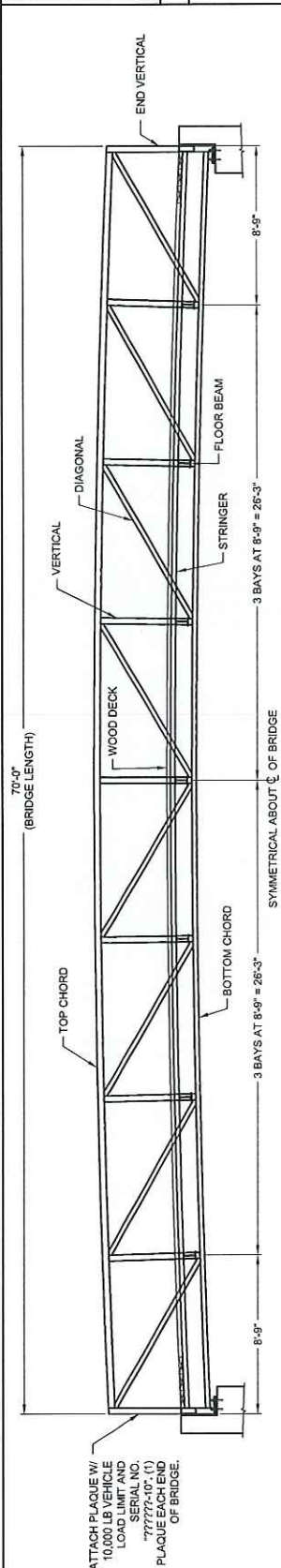


The bridge will span the
creek by extending
the trail at this point

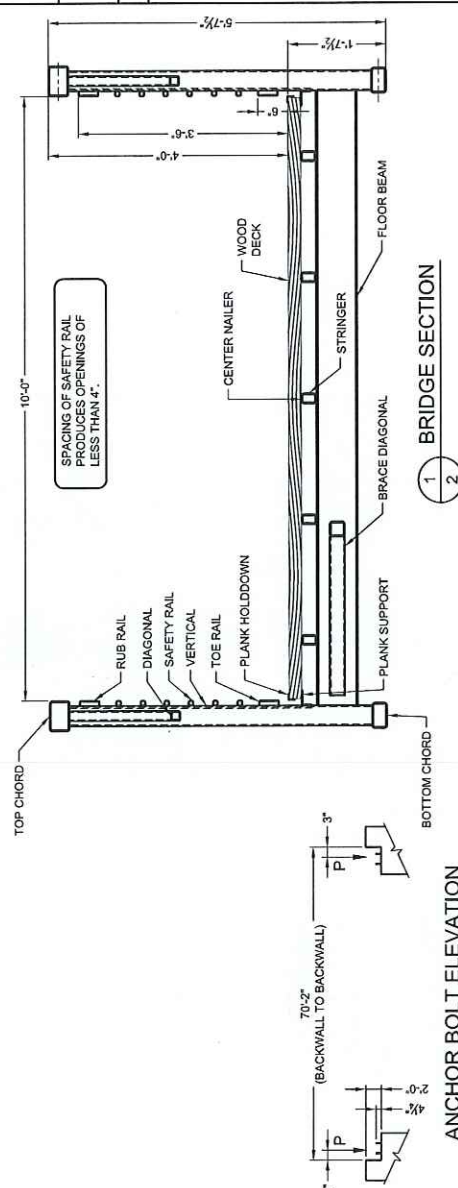


the design and production process. The following are the key elements of the design and production process:

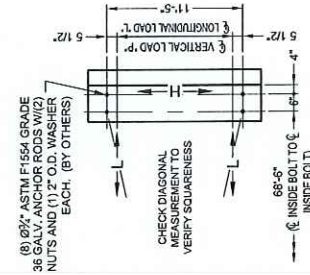
W&R	DATE	REVISION DESCRIPTION	BY



BRIDGE ELEVATION



BRIDGE SECTION



PLAN

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 LEFT 20 PSF	-5,500			
WIND RIGHT	-1,807			
WIND	22,225	6,895		
THERMAL				665

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

GENERAL NOTES

1. DESIGN STRESSES ARE IN ACCORDANCE WITH "STANDARD SPECIFICATION FOR STEEL 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 A547 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING, AND ASTM A588, OR ASTM A586, OR ASTM A242 PLATE AND STRUCTURAL SHAPES (F_y=50,000 PSI).
3. BRIDGE DECKING: MINIMUM 3 x 12 SELECT STRUCTURAL FIR (F_u=1,400 PSI min.) OR 3 x 12 SOUTHERN YELLOW PINE (F_u=1,200 PSI min.) WITH AN ALUMINUM COPPER COATING TO PROVIDE PROTECTION FROM CORROSION, OR AZOLIC BIODEC (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 D11.1.
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 SPEC QUALITY TO THE THICKNESS OF THE LIGHTEST GAGE MEMBER IN THE CONNECTION. WELDS SHALL BE APPLIED AS FOLLOWS:
- A. BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND.
 - B. BRACE DIAGONALS WILL BE WELDED ALL AROUND.
 - C. MISCELLANEOUS NON-STRUCTURAL MEMBERS WILL BE STITCH WELDED TO THEIR SUPPORTING MEMBERS.
7. BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PROVIDE MAXIMUM CRITICAL MEMBER STRESSES.
- A. 90 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA OR ONE 10,000 LB VEHICLE LOAD. THE LOAD SHALL BE DISTRIBUTED AS A FOUR-WHEEL VEHICLE LOAD WITH 80% OF THE LOAD ON THE REAR WHEELS. THE WHEEL TRACK WIDTH OF THE VEHICLE SHALL BE 6'-0" AND THE WHEEL BASE SHALL BE 10'-0". THE VEHICLE SHALL BE POSITIONED SO AS TO PRODUCE THE MAXIMUM STRESSES IN EACH MEMBER, INCLUDING DECKING.
 - B. 38 PSF WIND LOAD ON THE FULL HEIGHT OF THE BRIDGE, AS ENCLOSURED.
 - C. 2.0 PSF UNIFORM LIVE LOAD APPLIED AT THE WINDWARD QUARTER POINT OF THE TRANSVERSE BRIDGE WIDTH (AASHTO 3.10.3).
8. CLEANING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS NO. 7 BRUSH-OFF BLAST CLEANING, SSPC-SP7-LATEST EDITION.
9. MINIMUM MATERIAL THICKNESS OF 1/4" ON ALL STRUCTURAL MEMBERS.

Exhibit E 2
Bridge Abutment Plans

CONTECH
ENGINEERED SOLUTIONS

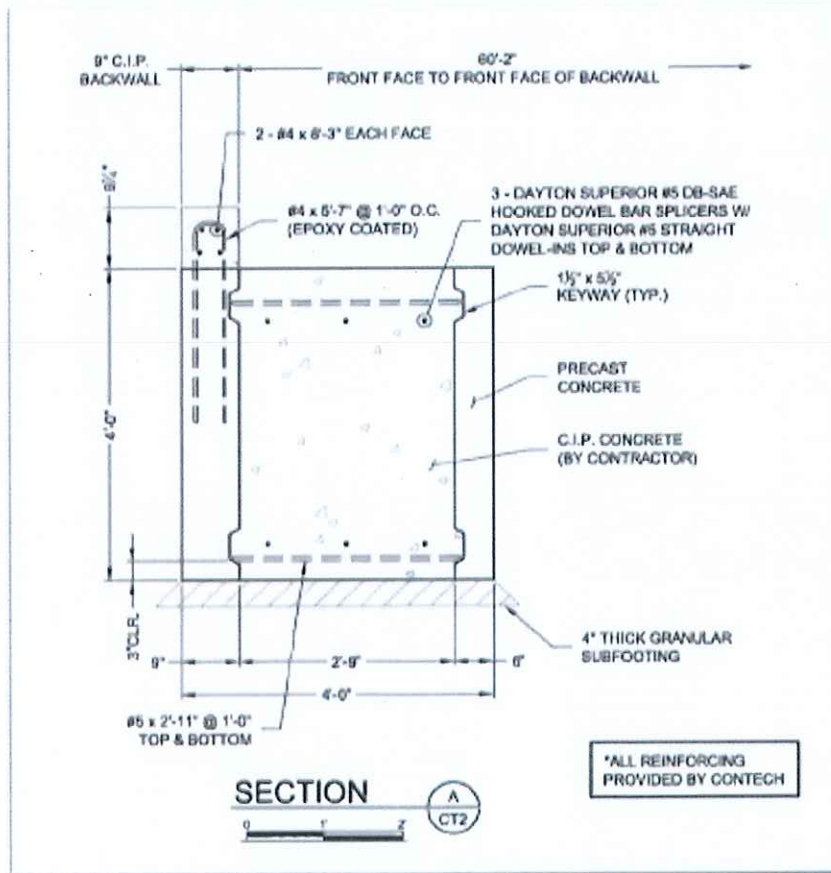


EXPRESS Foundations

CONTINENTAL
BRIDGE

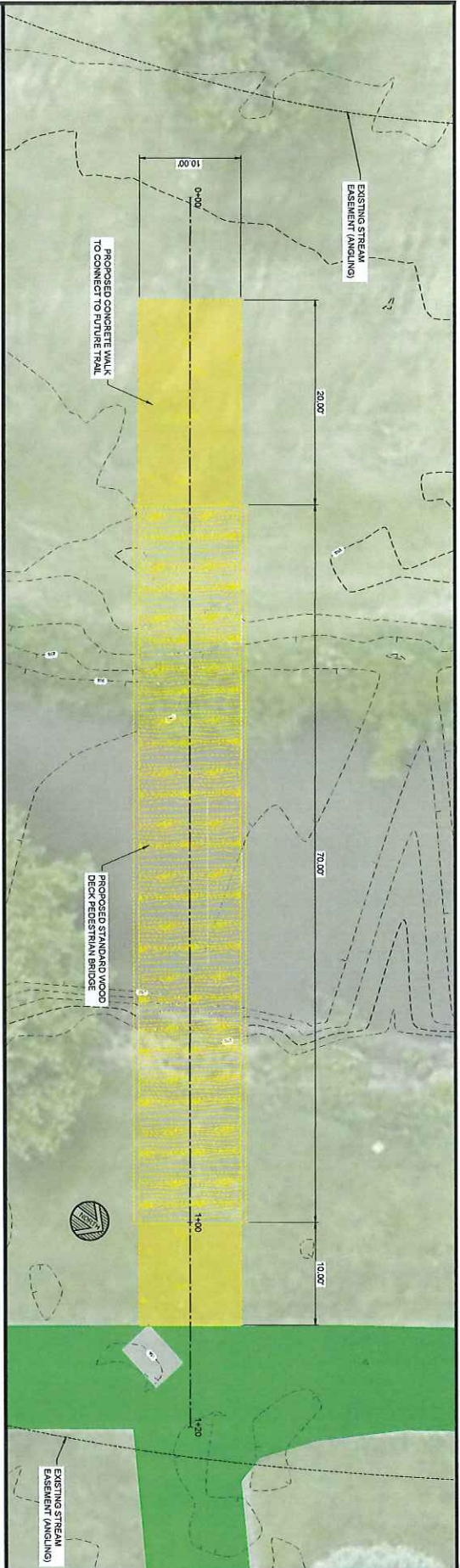
EXPRESS
BRIDGE



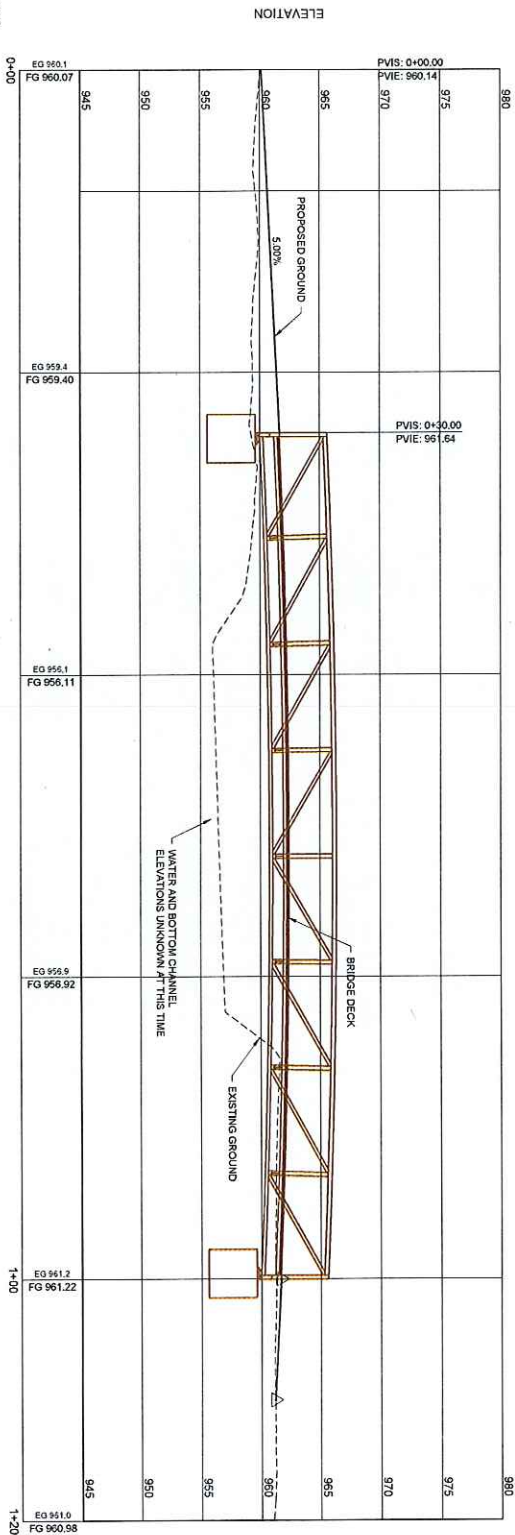




Attachment E3
Trail - Bridge Plans
See Attachment C for Trail cross section Legend



PROPOSED PEDESTRIAN BRIDGE



CITY OF CHATFIELD
21 2nd St SE
ROCKFORD, MN 55081
CONTACT: JIM TOLAND
PH: (507) 887-3810
EMAIL: JIM.TOLAND@CHATFIELD.MN.GOV
WIDSETH SOUTH NORTHERN
27777 1st Avenue S
ROCKFORD, MN 55081
CONTACT: LUCAS KOSSELM
PH: (507) 889-2188

RECREATION SITE PLAN - GROEN PARK BRIDGE
CITY OF CHATFIELD
CHATFIELD, MINNESOTA
PLAN & PROFILE
C2.0

DATE: MARCH 2022
SCALE: AS SHOWN
DESIGNED BY: RJS
CHECKED BY: RJS
APPROVED: 2022-10-21

DATE	REV	REVISION DESCRIPTION	BY

JULY 2019

DATE: 03/20/2023 MC-NO:

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

Park Capital Replacement Plan

CITY OF CHATFIELD		Cost of Each Piece of Equipment and the Year of Replacement		CAPITAL GOODS REPLACEMENT PLAN												Park Department		Jan. 2021												CITY OF	
ITEM	Year of Purchase	2020 Cost	Years of Use	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033														
Pick-up Truck / Dump Box & Tommy Lift	2020	\$ 55,000	10	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100	\$ 61,903	\$ 63,760	\$ 65,673	\$ 67,643	\$ 69,672	\$ 71,763	\$ 73,915	\$ 76,133	\$ 78,417	\$ 80,769														
WAM Parks Mower	2020	\$ 29,000	4	\$ 29,000	\$ 29,870	\$ 30,766	\$ 31,689	\$ 32,640	\$ 33,619	\$ 34,628	\$ 35,666	\$ 36,736	\$ 37,838	\$ 38,974	\$ 40,143	\$ 41,347	\$ 42,587														
72" Front Deck	2018	\$ 16,000	4	\$ 16,000	\$ 16,480	\$ 16,974	\$ 17,484	\$ 18,008	\$ 18,548	\$ 19,105	\$ 19,678	\$ 20,268	\$ 20,876	\$ 21,503	\$ 22,148	\$ 22,812	\$ 23,497														
City Park	2007	\$ 17,000	15	\$ 17,000	\$ 17,510	\$ 18,035	\$ 18,576	\$ 19,134	\$ 19,708	\$ 20,299	\$ 20,908	\$ 21,535	\$ 22,181	\$ 22,847	\$ 23,532	\$ 24,238	\$ 24,965														
Play area Groundcover	2015	\$ 11,000	20	\$ 11,000	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593	\$ 11,941	\$ 12,299	\$ 12,668	\$ 13,048	\$ 13,439	\$ 13,842	\$ 14,258														
Picnic Tables (10)	2004	\$ 87,000	30	\$ 87,000	\$ 89,610	\$ 92,298	\$ 95,067	\$ 97,919	\$ 100,857	\$ 103,883	\$ 106,999	\$ 110,209	\$ 113,515	\$ 116,921	\$ 120,428	\$ 124,041	\$ 127,762														
Play area Groundcover	2016	\$ 8,000	15	\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004	\$ 9,274	\$ 9,552	\$ 9,839	\$ 10,134	\$ 10,438	\$ 10,751	\$ 11,074	\$ 11,406	\$ 11,748														
Parking lot & path sealcoating Green & MCIP	2005	\$ 12,000	20	\$ 12,000	\$ 12,360	\$ 12,720	\$ 13,080	\$ 13,440	\$ 13,800	\$ 14,160	\$ 14,520	\$ 14,880	\$ 15,240	\$ 15,600	\$ 15,960	\$ 16,320	\$ 16,680														
Green Park Pedestrian Bridge		\$ 30,000	30	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 34,778	\$ 35,822	\$ 36,896	\$ 38,003	\$ 39,143	\$ 40,317	\$ 41,527	\$ 42,773	\$ 44,056														
Floyd Mohawk Park		\$ 115,000		\$ 115,000	\$ 118,450	\$ 122,004	\$ 125,664	\$ 129,434	\$ 133,317	\$ 137,316	\$ 141,435	\$ 145,679	\$ 150,049	\$ 154,550	\$ 159,187	\$ 163,963	\$ 168,881														
Swingset / Playground		\$ 20,000	20	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597	\$ 25,335	\$ 26,095	\$ 26,878	\$ 27,685	\$ 28,515	\$ 29,371														
Mill Creek Park		\$ 17,000		\$ 17,000	\$ 17,510	\$ 18,035	\$ 18,576	\$ 19,134	\$ 19,708	\$ 20,299	\$ 20,908	\$ 21,535	\$ 22,181	\$ 22,847	\$ 23,532	\$ 24,238	\$ 24,965														
Hockey Boards	2014	\$ 17,000	20	\$ 17,000	\$ 17,510	\$ 18,035	\$ 18,576	\$ 19,134	\$ 19,708	\$ 20,299	\$ 20,908	\$ 21,535	\$ 22,181	\$ 22,847	\$ 23,532	\$ 24,238	\$ 24,965														
Playground Equipment	2016	\$ 50,000	20	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964	\$ 59,703	\$ 61,494	\$ 63,339	\$ 65,239	\$ 67,196	\$ 69,212	\$ 71,288	\$ 73,427														
Fishing Pier	2004	\$ 52,000	20	\$ 52,000	\$ 53,560	\$ 55,167	\$ 56,822	\$ 58,526	\$ 60,282	\$ 62,091	\$ 63,953	\$ 65,872	\$ 67,848	\$ 69,884	\$ 71,980	\$ 74,140	\$ 76,364														
Sleeping Equipment/Fence	2004	\$ 64,000	25	\$ 64,000	\$ 65,920	\$ 67,898	\$ 69,935	\$ 72,033	\$ 74,194	\$ 76,419	\$ 78,712	\$ 81,073	\$ 83,505	\$ 86,011	\$ 88,591	\$ 91,249	\$ 93,986														
Lonestone Park		\$ 60,000	30	\$ 60,000	\$ 61,800	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556	\$ 71,643	\$ 73,792	\$ 76,006	\$ 78,286	\$ 80,635	\$ 83,054	\$ 85,546	\$ 88,112														
Play area Groundcover		\$ 6,000	15	\$ 6,000	\$ 6,180	\$ 6,365	\$ 6,556	\$ 6,753	\$ 6,956	\$ 7,164	\$ 7,379	\$ 7,601	\$ 7,829	\$ 8,063	\$ 8,305	\$ 8,555	\$ 8,811														
Tables & Benches		\$ 2,000	10	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319	\$ 2,389	\$ 2,460	\$ 2,534	\$ 2,610	\$ 2,688	\$ 2,768	\$ 2,852	\$ 2,937														
GRANT				\$ (29,000)	\$ (56,650)	\$ (188,832)		\$ (32,640)	\$ (34,778)	\$ (42,986)	\$ (33,892)	\$ (36,736)	\$ (33,505)	\$ (38,698)	\$ (37,207)	\$ (56,399)															
TOTAL CASH TO BE SPENT EACH YEAR				\$ 137,872																											
Reserve Fund Balance EOY 2019 =				\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020	\$ 46,371	\$ 47,762	\$ 49,195	\$ 50,671	\$ 52,191	\$ 53,757	\$ 55,369	\$ 57,030	\$ 58,741	\$ 60,504														
Allocation included in Annual Budget =				\$ (5,592)	\$ (7,117)																										
Adjustment to EOY 2021				\$ 144,480	\$ 127,483	\$ (13,815)	\$ 30,791	\$ 45,446	\$ 59,793	\$ 67,796	\$ 86,609	\$ 104,662	\$ 78,053	\$ 47,065	\$ 18,301	\$ 21,192	\$ 82,332														
RESERVE FUND BALANCE END OF EACH YEAR				2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033														

NOTE: There is approximately \$55,000 in Fund as a Dequest, dedicated for capital improvement to Green Park.

DATA REQUEST SHPO

The Minnesota SHPO Archaeology and Historic/Architectural Survey Manuals can be found at <https://mn.gov/admin/shpo/identification-evaluation/>.

Given the Governor's implementation of [Stay Safe MN](#), SHPO staff will continue to work remotely and be available via [phone and email](#), and the SHPO office will be closed to visitors and unable to accommodate in-person research and deliveries. Mail is being delivered to the office via USPS, FedEx and UPS, however, staff have limited weekly access to sort and process mail. Our office will continue to take file search requests via DataRequestSHPO@state.mn.us. Check [SHPO's webpage](#) for the latest updates and we thank you for your continued patience.



From: Joel Young <JYoung@ci.chatfield.mn.us>
Sent: Thursday, March 17, 2022 2:26 PM
To: MN_MNIT_Data Request SHPO <DataRequestSHPO@state.mn.us>
Subject: Data Request

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hello,

To support a grant application, I'd appreciate a data search for previously known archaeological sites and historic properties in the project area. Specifically, the project involves the installation of a pedestrian bridge across Mill Creek, approximately 300' south of Fillmore County Road 2, in the City of Chatfield's Groen Park. Chatfield Township T104N, Range 11W, 6. If it is at all possible to have a response by March 28th, it would be incredible. Thank you.

Joel A. Young, MCMC / City Clerk

City of Chatfield

21 Second Street Southeast

Chatfield, MN 55923

www.ci.chatfield.mn.us

507-867-3810

Joel Young

From: MN_MNIT_Data Request SHPO <DataRequestSHPO@state.mn.us>
Sent: Monday, March 21, 2022 7:20 PM
To: Joel Young
Subject: RE: Data Request
Attachments: Archaeology.xls; History.xls

Hello Joel,

Please see attached.

Jim



SHPO Data Requests
Minnesota State Historic Preservation Office
50 Sherburne Avenue, Suite 203
Saint Paul, MN 55155
(651) 201-3299
datarequestshpo@state.mn.us

Notice: This email message simply reports the results of the cultural resources database search you requested. The database search is only for previously known archaeological sites and historic properties. **IN NO CASE DOES THIS DATABASE SEARCH OR EMAIL MESSAGE CONSTITUTE A PROJECT REVIEW UNDER STATE OR FEDERAL PRESERVATION LAWS** – please see our website at <https://mn.gov/admin/shpo/protection/> for further information regarding our Environmental Review Process. Because the majority of archaeological sites in the state and many historic/architectural properties have not been recorded, important sites or properties may exist within the search area and may be affected by development projects within that area. Additional research, including field surveys, may be necessary to adequately assess the area's potential to contain historic properties or archaeological sites.

Properties that are listed in the National Register of Historic Places (NRHP) or have been determined eligible for listing in the NRHP are indicated on the reports you have received, if any. The following codes may be on those reports:

NR – National Register listed. The properties may be individually listed or may be within the boundaries of a National Register District.

CEF – Considered Eligible Findings are made when a federal agency has recommended that a property is eligible for listing in the National Register and MN SHPO has accepted the recommendation for the purposes of the Environmental Review Process. These properties need to be further assessed before they are officially listed in the National Register.

SEF – Staff eligible Findings are those properties the MN SHPO staff considers eligible for listing in the National Register, in circumstances other than the Environmental Review Process.

DOE – Determination of Eligibility is made by the National Park Service and are those properties that are eligible for listing in the National Register, but have not been officially listed.

CNEF – Considered Not Eligible Findings are made during the course of the Environmental Review Process. For the purposes of the review a property is considered not eligible for listing in the National Register. These properties may need to be reassessed for eligibility under additional or alternate contexts.

Properties without NR, CEF, SEF, DOE, or CNEF designations in the reports may not have been evaluated and therefore no assumption to their eligibility can be made. Integrity and contexts change over time, therefore any eligibility determination made ten (10) or more years from the date of the current survey are considered out of date and the property will need to be reassessed. If you require a comprehensive assessment of a project's potential to impact archaeological sites or historic/architectural properties, you may need to hire a qualified archaeologist and/or historian. If you need assistance with a project review, please contact Kelly Gragg-Johnson, Environmental Review Specialist @ 651-201-3285 or by email at kelly.graggjohnson@state.mn.us.

COUNTY
Fillmore

SITENUM

SITENAME

TOW RAN SEC(X)QUARTERS

ACR WOR(D) DESCRIPT

TRADIT CONTE: ReportNum

Nati CEF DOE

21FLao

104 11 6 NE

1 HD

COUNTY	CITYTWP	PROPNAME	ADDRESS	TOWI	RANG	SEC	QUARTER	USGS	REPORTNUI	NRI	CE	DOI	INVENTNUM
Fillmore	Chatfield	Samuel T. Dickson House	225 3rd St. SW	104	11	6	NE-SE-NE	Chatfield	FL-81-1H		Y		FL-CHC-003
		Shiner House	404 Bench St.	104	11	6	NE-SE-NE	Chatfield	FL-81-1H				FL-CHC-013
		Chatfield Cooperative Creamery	1xx Twiford St.	104	11	6	NE-NE-NE	Chatfield	FL-81-1H				FL-CHC-018
		James Sanderson House	107 SW Twiford St.	104	11	6	SE-NE-NE	Chatfield	FL-81-1H				FL-CHC-019
		bank	1xx Main St.	104	11	6	NE-NE-NE	Chatfield	FL-81-1H				FL-CHC-023
		Bridge No. 23003	Mn. Hwy. 74 over Root River	104	11	6	SW-SW-NE	Chatfield	FL-81-1H				FL-CHC-025
		house	2xx River St. W.	104	11	6	SW-NW-SE	Chatfield	FL-81-1H				FL-CHC-026
		Christopher Gore Ripley House	off Mn. Hwy. 74	104	11	6	SW-NW-NE	Chatfield	FL-81-1H				FL-CHC-027
		house (razed)	3rd St. & Bench St.	104	11	6	NE-SE-NE	Chatfield					FL-CHC-032
		Chowen Valley Sport Saloon	104 S. Main St.	104	11	6	NE-NE	Chatfield	FL-2000-1H				FL-CHC-035
		Commercial Building	129 S. Main St.	104	11	6	NE-NE	Chatfield	FL-2000-1H				FL-CHC-058
		Commercial Building	127-125 S. Main St.	104	11	6	NE-NE	Chatfield	FL-2000-1H				FL-CHC-059
		Commercial Building	123 S. Main St.	104	11	6			FL-2000-1H				FL-CHC-060
		Commercial Building	121 S. Main St.	104	11	6	NE-NE	Chatfield	FL-2000-1H		Y		FL-CHC-061
		Commercial Building	117 S. Main St.	104	11	6	NE-NE	Chatfield	FL-2000-1H				FL-CHC-062
		Commercial Building	115 S. Main St.	104	11	6	NE-NE	Chatfield	FL-2000-1H				FL-CHC-063
		Service Station	105 S. Main St.	104	11	6	NE-NE	Chatfield	FL-2000-1H				FL-CHC-064
		Bridge No. 23003	carries CSAH 2 over N Br of the Root River in Chatfield	104	11	6		Chatfield					FL-CHC-067
		house	211 SW Bench St.	104	11	6							FL-CHC-075
		house	202 SW Bench St.	104	11	6							FL-CHC-076
		house	520 SW River St.	104	11	6							FL-CHC-082
Fillmore	Chatfield	house	3 SW Twiford St.	104	11	6							FL-CHC-084
		house	313 SW Twiford St.	104	11	6							FL-CHC-085
Multiple	Multiple												
		Trunk Highway 30	TH 43 in Rushford to Minnesota South Dakota state line	104	11	6	NE-NE						XX-ROD-027