



CITY OF CHATFIELD COMMON COUNCIL
AGENDA
Council Chambers, Thurber Building, 21 Second Street SE
March 25, 2024, 7:00 P.M

- I. City Council Meeting, Monday, March 25, 2024, 7:00 p.m. City Council Chambers
 - a. Pledge of Allegiance
 - b. Approve Agenda – Additions or Corrections
 - c. Consent Agenda:
 - i. Approve of minutes March 11, 2024.
 - ii. Approve payment of claims.
 - iii. Ambulance Meeting Pay Rate
 - iv. MNDOT LUP for All Terrain Vehicle Trail
 - v. 2024 Olmsted County Maintenance Agreement CSAH 10
 - vi. Application for Exempt Permit – Chatfield Ambulance Activities Association
 - vii. Outstanding invoices submitted to collections
 - viii. Resolution 2024-10, OHV Trails Assistance Program
 - ix. Hydrant Replacement
 - d. Committee Reports
 - i. Public Services Committee
 - ii. Park and Recreation Committee
 - e. Mayor's Report
 - f. City Administrator's Report – Michele Peterson
 - i. CCTV Contract Appointments
 - g. Roundtable
 - h. Adjourn
 - i. Meeting Notices
 - i. Public Services Committee (Councilors Bluhm and Frank) 4:30 p.m., Monday, April 22, 2024.
 - ii. Park & Recreation Committee (Councilors Broadwater and Frank), 5:30 p.m., Monday, April 22, 2024.

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, March 11, 2024

The Common Council of the City of Chatfield met in regular session on Monday, March 11, 2024. Mayor John McBroom presided and called the regular meeting to order at 7:00 PM

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

Members absent: None.

Others Present: Fred Suhler Jr., Michele Peterson, Karen Reisner, Vanessa Hines, Jason Boynton, Brian Burkholder, Zac Shoupe, and Beth Carlson.

Approve Agenda – Additions or Corrections

Councilor Josh Broadwater entered a motion, with a second by Councilor Pam Bluhm, to approve the agenda as presented.

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

Nays: None

Motion carried.

Consent Agenda

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

1. Approval of February 26, 2024 Meeting Minutes

Approve payment of claims which included the following:

Batch Name	Amount
2024 02ADM04	\$ 700.84
2024 03FA01	\$ 88,232.29
2. 2024 03FA01U	\$ 18,800.34
2024 0229VNDRPR	\$ 25,462.25
Total	\$ 133,195.72

3. Chatfield Police Department Policies

4. JPA - Olmsted County, Outdoor Sirens

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

Nays: None

Motion carried.

2023 Audit Presentation – Smith Schafer

Jason Boynton of Smith, Schafer, & Associates, LTD. presented the 2023 Audit for the City of Chatfield. He reported a clean audit with no exceptions.

Copies of the Audit and the Annual Budget Book & Reference guide can be found online or in the Clerk's office.

City Engineer's Report

Resolution 2024-09 Approve Amco Third Preliminary Plat

Councilor Josh Broadwater entered a motion, with a second by Councilor Paul Novotny, to adopt Resolution 2024-09, a Resolution Approving Preliminary Plat - Amco Third Addition, with a recommendation from Planning & Zoning.

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

Nays: None

Motion carried.

Committee Reports

Personnel Budget Committee

Topics included ambulance pay rates and personnel policy.

Public Works Committee

Topics included the Burr Oak extension and the AVT trail.

Mayor's Report

Mayor John McBroom extended congratulations to the wrestling team and coaches on their State Championship.

City Administrator's Report

City Administrator, Michele Peterson, reported on recent activities. She attended the Annual READI meeting and LMC's City on the Hill Day. On March 12, 2024, Mayor McBroom, Ambulance Director Rocky Burnett, EDA Consultant Chris Giesen, and Ms. Peterson will be traveling to the Capitol to meet with our legislators.

Roundtable

A reminder that City Wide Garage Sales will be the weekend of May 4, 2024.

Adjourn

Councilor Mike Urban entered a motion, with a second by Councilor Pam Bluhm, to adjourn at 7:28 PM.

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

Nays: None

Motion carried.

/s/Beth M Carlson
City Clerk



City of Chatfield
Batch Listing - Unposted Summary
Current Period: March 2024
2024 03FA02

03/20/24 12:09 PM
Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
AIRGAS						
	550594	E 230-42270-210	Ambulance	Operating Expenses	\$176.92	OXYGEN
AIRGAS					\$176.92	
AT&T MOBILITY						
	030320	E 220-42280-321	Fire Department *	Telephone	\$49.73	507.884.4423 FIRE
	030320	E 230-42270-321	Ambulance	Telephone	\$38.23	507.551.8200 AMB IBR
	030320	E 230-42270-321	Ambulance	Telephone	\$49.78	507.513.5974 471B AMBULANCE
	030320	E 100-42110-320	Police Administrati	Communications (GENER	\$38.23	507.513.5954 POLICE AIR CARD
	030320	E 100-42110-320	Police Administrati	Communications (GENER	\$38.28	507.513.5937 POLICE AIR CARD
	030320	E 230-42270-321	Ambulance	Telephone	\$49.78	507.513.5925 471A AMBULANCE
	030320	E 100-42110-321	Police Administrati	Telephone	\$49.78	507.272.5506 POLICE CHIEF
	030320	E 100-42110-321	Police Administrati	Telephone	\$44.75	507.272.5386 POLICE 873
	030320	E 100-42110-321	Police Administrati	Telephone	\$44.71	507.272.5382 POLICE 872
AT&T MOBILITY					\$403.27	
BAKER & TAYLOR BOOKS						
	STMNT	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$179.44	ACCOUNT L6248262
BAKER & TAYLOR BOOKS					\$179.44	
BCA						
	000007	E 100-42110-320	Police Administrati	Communications (GENER	\$780.00	ANNUAL CJDN
BCA					\$780.00	
BLACKSTONE PUBLISHING						
	STMNT	E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$63.74	CUSTOMER ID 168011
BLACKSTONE PUBLISHING					\$63.74	
CENGAGE LEARNING						
	840019	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$15.39	ACCT 23762978
	838431	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$51.00	ACCT 23762978
CENGAGE LEARNING					\$66.39	
CHATFIELD ALLIANCE, INC						
	000000	E 240-46500-300	Economic Dev (GE	Promotional Expense	\$26,690.00	ANNL FNDNG-OPS & MRKTNG -2024
CHATFIELD ALLIANCE, INC					\$26,690.00	
CHATFIELD BODY SHOP						
	15136	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$70.22	LOF 2019 EXPLRR
	14785	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$70.62	8702 INSTLL SNW TRS
CHATFIELD BODY SHOP					\$140.84	
CHATFIELD LUMBER OF EYOTA						
	119701	E 801-45200-240	Parks (GENERAL)	Small Tools and Minor E	\$133.44	FBG - 2X12 4X4
CHATFIELD LUMBER OF EYOTA					\$133.44	
CHATFIELD PUBLIC SCHOOLS						
	1205	E 615-49840-240	Cable TV (GENER	Small Tools and Minor E	\$915.08	50% EPIPHAN UGPRD & BM ARM
CHATFIELD PUBLIC SCHOOLS					\$915.08	
DALE PRIEBE						
	WRSTL	E 614-49840-331	Cable TV (GENER	Travel Expenses	\$436.03	EXP REIMB - 2024 ST WRSTLNG
DALE PRIEBE					\$436.03	
DAVE JOHNSON						
	WTSTL	E 614-49840-331	Cable TV (GENER	Travel Expenses	\$615.53	EXP REIMB - 2024 ST WRSTLNG
DAVE JOHNSON					\$615.53	



City of Chatfield
Batch Listing - Unposted Summary
Current Period: March 2024
2024 03FA02

03/20/24 12:09 PM
Page 3

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
WIDSETH SMITH NOLTING & ASSOC.						
229305	E 602-49450-303	Sewer (GENERAL)	Engineering Fees		\$492.50	2024-10012 11 SANITARY SEWER MN
229305	E 100-43100-310	Street Maintenanc	Other Professional Servic		\$67.50	2024-10012 14 GIS 1/3 STRETS
229305	E 601-49400-310	Water Utilities (GE	Other Professional Servic		\$67.50	2024-10012 14 GIS 1/3 WATER
229305	E 602-49450-310	Sewer (GENERAL)	Other Professional Servic		\$67.50	2024-10012 14 GIS 1/3 WW
229305	E 100-41910-310	Planning and Zoni	Other Professional Servic		\$5,642.50	2024-10012 15 PLANNING
229304	E 801-45200-500	Parks (GENERAL)	Cap. Outlay-GENERAL		\$575.00	2022-11946 GROEN PARK PED BRDG
WIDSETH SMITH NOLTING & ASSOC.					\$6,912.50	
WIT BOYZ INC.						
9972	E 220-42280-212	Fire Department *	Vehicle Operating Suppli		\$207.72	LOF GRASS RIG
9971	E 221-42280-550	Fire Department *	Cap. Outlay-Vehicles/Equ		\$7,294.83	HOSE RACK PRTS LBR
WIT BOYZ INC.					\$7,502.55	
ZEP MANUFACTURING						
900951	E 601-49400-210	Water Utilities (GE	Operating Expenses		\$94.85	BUGMAX
ZEP MANUFACTURING					\$94.85	
2024 03FA02					\$65,946.49	
					\$65,946.49	

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City of Chatfield
Batch Listing - Unposted Summary
Current Period: March 2024
2024 03FA02U

03/21/24 10:19 AM
Page 1

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
ABILITY BUILDING CENTER						
19696		E 100-41940-302	Municipal Building	Contracted Help	\$1,014.17	CLEANING Feb.
ABILITY BUILDING CENTER					\$1,014.17	
ARAMARK						
256022		E 100-41940-401	Municipal Building	Repairs/Maint Buildings	\$366.32	RUG SERVICE
ARAMARK					\$366.32	
BOUND TREE MEDICAL						
852750		E 230-42270-210	Ambulance	Operating Expenses	\$84.39	CNNLA EXT CLLR
BOUND TREE MEDICAL					\$84.39	
CENTURYLINK-TELE						
03/23/2		E 211-45500-321	Libraries (GENERA	Telephone	\$82.05	3480 LIBRARY
03/23/2		E 230-42270-321	Ambulance	Telephone	\$130.24	1500 1/5 DID LINES
03/23/2		E 100-42110-321	Police Administrati	Telephone	\$130.24	1500 1/5 DID LINES
03/23/2		E 601-49400-321	Water Utilities (GE	Telephone	\$130.24	1500 1/5 DID LINES
03/23/2		E 100-41500-321	City Clerk	Telephone	\$130.24	1500 1/5 DID LINES
03/23/2		E 211-45500-321	Libraries (GENERA	Telephone	\$101.36	2911 LIBRARY ELEVATOR
03/23/2		E 100-46630-321	Community Dev -	Telephone	\$156.99	3966 TOUR CENTER
03/23/2		E 230-42270-321	Ambulance	Telephone	\$21.18	612 E10-0825 1/5 NEW CIRCUIT
03/23/2		E 100-42110-321	Police Administrati	Telephone	\$21.18	612 E10-0825 1/5 NEW CIRCUIT
03/23/2		E 601-49400-321	Water Utilities (GE	Telephone	\$21.18	612 E10-0825 1/5 NEW CIRCUIT
03/23/2		E 100-41500-321	City Clerk	Telephone	\$21.18	612 E10-0825 1/5 NEW CIRCUIT
03/23/2		E 100-43100-321	Street Maintenanc	Telephone	\$21.19	612 E10-0825 1/5 NEW CIRCUIT
03/23/2		E 100-43100-321	Street Maintenanc	Telephone	\$130.25	1500 1/5 DID LINES
CENTURYLINK-TELE					\$1,097.52	
CHATFIELD BODY SHOP						
15232		E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$37.45	TIRE REPAIR(CAT)
CHATFIELD BODY SHOP					\$37.45	
EO JOHNSON, BUSINESS TECH.						
INV150		E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$9.56	#56246 NETWORK L9124 MP C4503
INV150		E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$27.77	#46719-01 POLICE L7545
INV150		E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$5.22	#56246 NETWORK L9124 MP C4503
INV150		E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$5.22	#56246 NETWORK L9124 MP C4503
INV150		E 603-49500-404	Refuse/Garbage (Repairs/Maint Equipment	\$9.56	#56246 NETWORK L9124 MP C4503
INV150		E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$9.56	#56246 NETWORK L9124 MP C4503
INV150		E 100-41500-404	City Clerk	Repairs/Maint Equipment	\$19.99	#56246 NETWORK L9124 MP C4503
INV150		E 230-42270-404	Ambulance	Repairs/Maint Equipment	\$18.26	#56246 NETWORK L9124 MP C4503
INV150		E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$9.56	#56246 NETWORK L9124 MP C4503
EO JOHNSON, BUSINESS TECH.					\$114.70	
HAWKINS, INC.						
670880		E 601-49400-210	Water Utilities (GE	Operating Expenses	\$30.00	WATER SUPPLY CHEMICALS
HAWKINS, INC.					\$30.00	
HBC						
03/03/2		E 601-49400-438	Water Utilities (GE	Internet Expenses	\$37.49	50% 1520399 WTR RSVR 1 OF 3 CLLC
03/03/2		E 601-49400-438	Water Utilities (GE	Internet Expenses	\$37.49	50% 1520399 UTLTY PL/HS 1 OF 3 CL
03/03/2		E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$37.50	50% 1520399 UTLTY PL/HS 1 OF 3 CL
03/03/2		E 601-49400-438	Water Utilities (GE	Internet Expenses	\$55.49	50% 1520399 19 2ND ST SW
03/03/2		E 100-45200-438	Parks (GENERAL)	Internet Expenses	\$55.49	50% 1520399 19 2ND ST SW
03/03/2		E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$37.50	50% 1520399 BNCH/RVR 1 OF 3 CLLC



City of Chatfield
Batch Listing - Unposted Summary
Current Period: March 2024
2024 03FA02U

03/21/24 10:19 AM
Page 2

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	03/03/2	E 601-49400-438	Water Utilities (GE	Internet Expenses	\$37.49	50% 1520399 BNCH/RVR 1 OF 3 CLLC
	03/03/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$37.50	50% 1520399 WTR RSVR 1 OF 3 CLLC
HBC					\$335.95	
MAYO CLINIC						
	24-210	E 230-42270-415	Ambulance	Medical Services	\$356.49	PARAMEDIC INTERCEPT
MAYO CLINIC					\$356.49	
MIENERGY COOPERATIVE						
	03/07/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$410.00	333119005 85010070 HSD STLGHTS
	03/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$594.77	333119002 85007612 HSD BS
	03/07/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$697.92	333119003 85007624 JOHNST WELL
	03/07/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$40.25	333119004 85007649 STALB LS
	03/07/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$34.73	333119001 8500759501 52 SIGN
MIENERGY COOPERATIVE					\$1,777.67	
ON SITE SANITATION						
	000168	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$19.01	001411-0002 MC BF-160 DIVSTNW
	000168	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$254.00	001411-0002 MC BF-160 DIVSTNW
	000168	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$87.00	001411-0003 MC HSP-160 DIVSTNW
	000168	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$87.00	001411-0004 MC HSA-559 OTRNE
	000168	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$254.00	001411-006 GP - 558 OTRNE
	000168	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$19.01	001411-006 GP - 558 OTRNE
	000168	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$6.65	001411-0004 MC HSA-559 OTRNE
	000168	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$6.65	001411-0003 MC HSP-160 DIVSTNW
ON SITE SANITATION					\$733.32	
SCHUMACHER ELEVATOR CO						
	906091	E 100-41940-403	Municipal Building	Prev. Maint. Agreements	\$206.25	MUNI ELEV MAINT
SCHUMACHER ELEVATOR CO					\$206.25	
THE CHATFIELD NEWS, LLC						
	4895	E 100-43100-350	Street Maintenanc	Print/Binding (GENERAL)	\$10.00	PW -SEASONAL HELP
	4850	E 100-45124-350	Swimming Pools -	Print/Binding (GENERAL)	\$36.00	POOL-HELP WANTED
	4839	E 100-45124-350	Swimming Pools -	Print/Binding (GENERAL)	\$36.00	POOL-HELP WANTED
	4827	E 100-45124-350	Swimming Pools -	Print/Binding (GENERAL)	\$36.00	POOL- HELP WANTED
	4896	E 100-41910-350	Planning and Zoni	Print/Binding (GENERAL)	\$48.00	P&Z MTG PH NOTICE PLATS
	4856	E 100-43100-350	Street Maintenanc	Print/Binding (GENERAL)	\$10.00	PW-SEASONAL HELP
THE CHATFIELD NEWS, LLC					\$176.00	
ZARNOTH BRUSH WORKS						
	019725	E 100-43100-210	Street Maintenanc	Operating Expenses	\$636.00	CABLEWRAP BROOM REFILL
ZARNOTH BRUSH WORKS					\$636.00	
2024 03FA02U					\$6,966.23	
					\$6,966.23	

([BatchID] in (19864))



City of Chatfield

Batch Listing - Unposted Summary

Current Period: March 2024

2024 03ADM01

03/11/24 9:38 AM

Page 1

Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
PRIORITY PAYMENT SYSTEMS							
	112501	001001	E 100-45124-323	Swimming Pools -	Administration Expense	\$2.85	CC PROCESSING FEES
PRIORITY PAYMENT SYSTEMS						\$2.85	
2024 03ADM01						\$2.85	
						\$2.85	

([BatchID] in (19877))



City of Chatfield
Batch Listing - Unposted Summary
Current Period: March 2024
2024 03ADM02

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
BCA						
059083	BC 03/1	E 220-42280-435	Fire Department *	Licences, Permits and Fe	\$15.00	FF BCKGRND CHCK-BOERGER
BCA					\$15.00	
EFTPS						
112516	339139	G 910-21701			\$0.28	PR VNDR LBLTY - CRRCTN
EFTPS					\$0.28	
2024 03ADM02					\$15.28	
					\$15.28	

City of Chatfield

2024 Milage Rate = \$0.67/mile

Expense Reimbursements to be paid through payroll

Name	Date of Expe	Date to be paid	Expense Account	Description	Amount
Beth Carlson	3/5/2024	3/14/2024	100-41500-331	39.6 miles for Olmsted Co Elections	\$ 26.53
Michele Peterson	3/4/2024	3/14/2024	100-41500-331	72 miles Pick-up election materials	\$ 48.24
Michele Peterson	3/7/2024	3/14/2024	100-41100-331	Capital Day - St. Paul, 194 miles	\$ 129.98
Michele Peterson	3/6/2024	3/14/2024	100-41100-331	RAEDI Annual Meeting - Rochester 38 Miles	\$ 25.46
Marilyn Merrill	3/5/2024	3/14/2024	100-41500-331	30 Miles for Fillmore Co Elections	\$ 20.10

\$249.41

Memorandum

To: City Council

From: Michele Peterson

Date: March 13, 2024

Ambulance Meeting Pay Rate

Due to the changes for reporting and tracking Earned Sick and Safe time, as well as our Accounting Software, I would like to recommend a change to the salary for Ambulance crew members. Prior to ESST requirements our Ambulance Volunteers could look at their paycheck and see a breakdown between the different categories. Unfortunately, with these new requirements, and the limitations of our Accounty software, they now see a summary of these earnings. If we can change the Meeting wage from a per meeting wage, to an hourly rate, we would then be able to show the breakdown on the paystubs again. State statute does note an exception for the minimum hourly wage as follows:

177.23 Subd. 7 Section (8) any individual who serves as an elected official for a political subdivision or who serves on any governmental board, commission, committee or other similar body, or who renders service gratuitously for a political subdivision;

***gratuitous services means services of a domestic nature or services relating to nursing*

Recommendation: Change the meeting reimbursement rate from \$10 per meeting, to \$6.67 per hour. (For reference, 1.5 hour meeting x \$6.67 = \$10.00)

Action Requested: Approve as recommended by Personnel / Budget Committee.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 5511 (T.H. 74)
County of Olmsted
LUP # 5511-0053
Permittee: City of Chatfield
Expiration Date: 04/01/2034

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Chatfield, ("Permittee"), to use the area within the right of way of Trunk Highway No. 74 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

All Terrain Vehicle Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating an all-terrain vehicle trail ("Facility"). Such use and operation will be in accordance with Minnesota Statutes §84.92 and §84.928. Approved regulatory signs must be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also in accordance with "Minnesota Off-Highway Vehicle Safety, Laws, Rules and Regulations".

The permittee agrees that this permit totally replaces and supersedes the previously issued permit affecting the Area, specifically: The permit, #5511-022, was issued on 8/23/2007 on CS 5511 (TH 74). Upon issuance of this permit this earlier issued permit is cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 04/01/2034 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

- (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
- (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** (This facility was constructed under the previous permit). The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and

perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

21 SE Second Street
Chatfield, MN 55923

and to MnDOT at:

State of Minnesota
Department of Transportation
District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

CITY OF CHATFIELD

By _____

Its _____

And _____

Its _____

APPROVED BY:

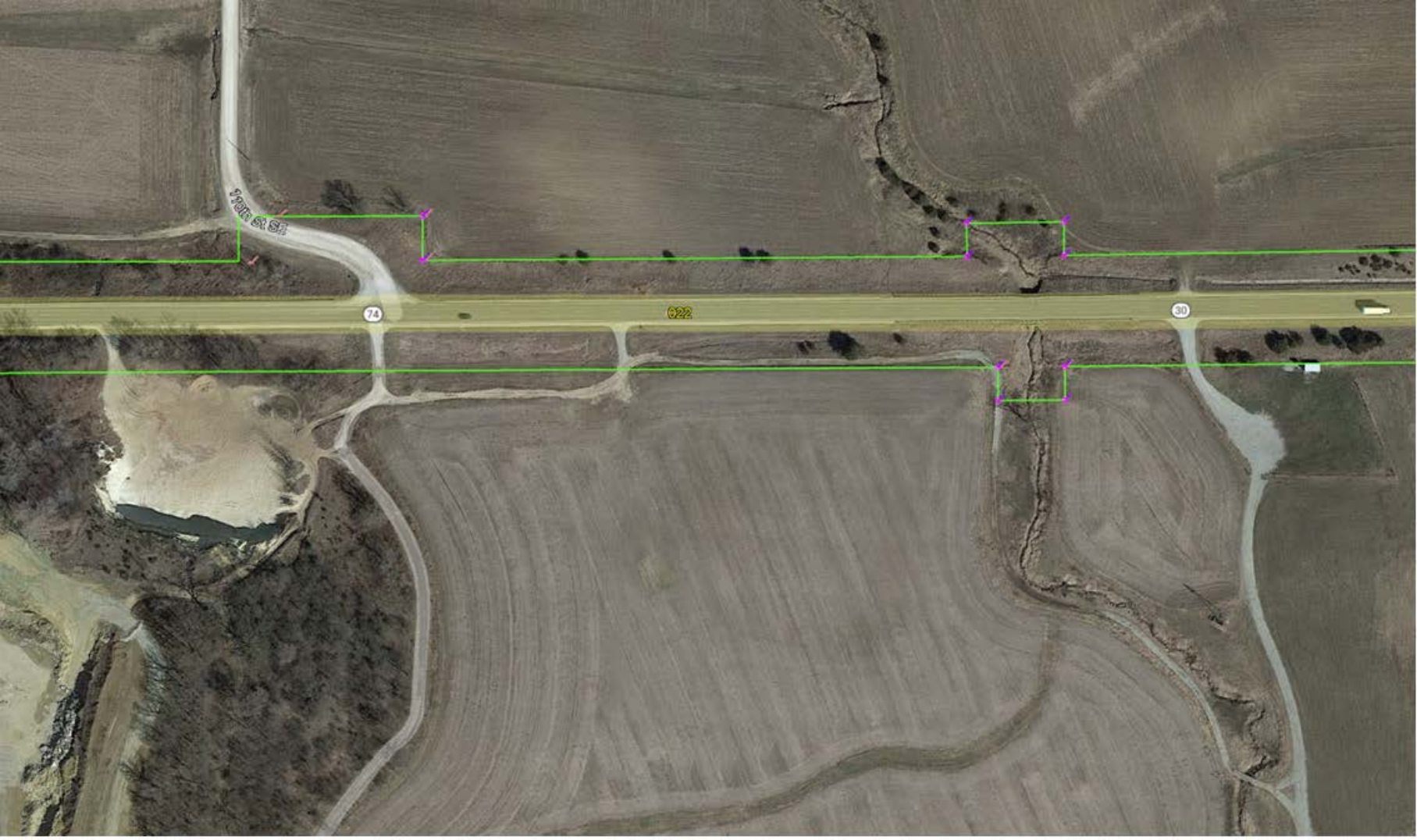
COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.





DNR ATV Trail

Write a description for your map.

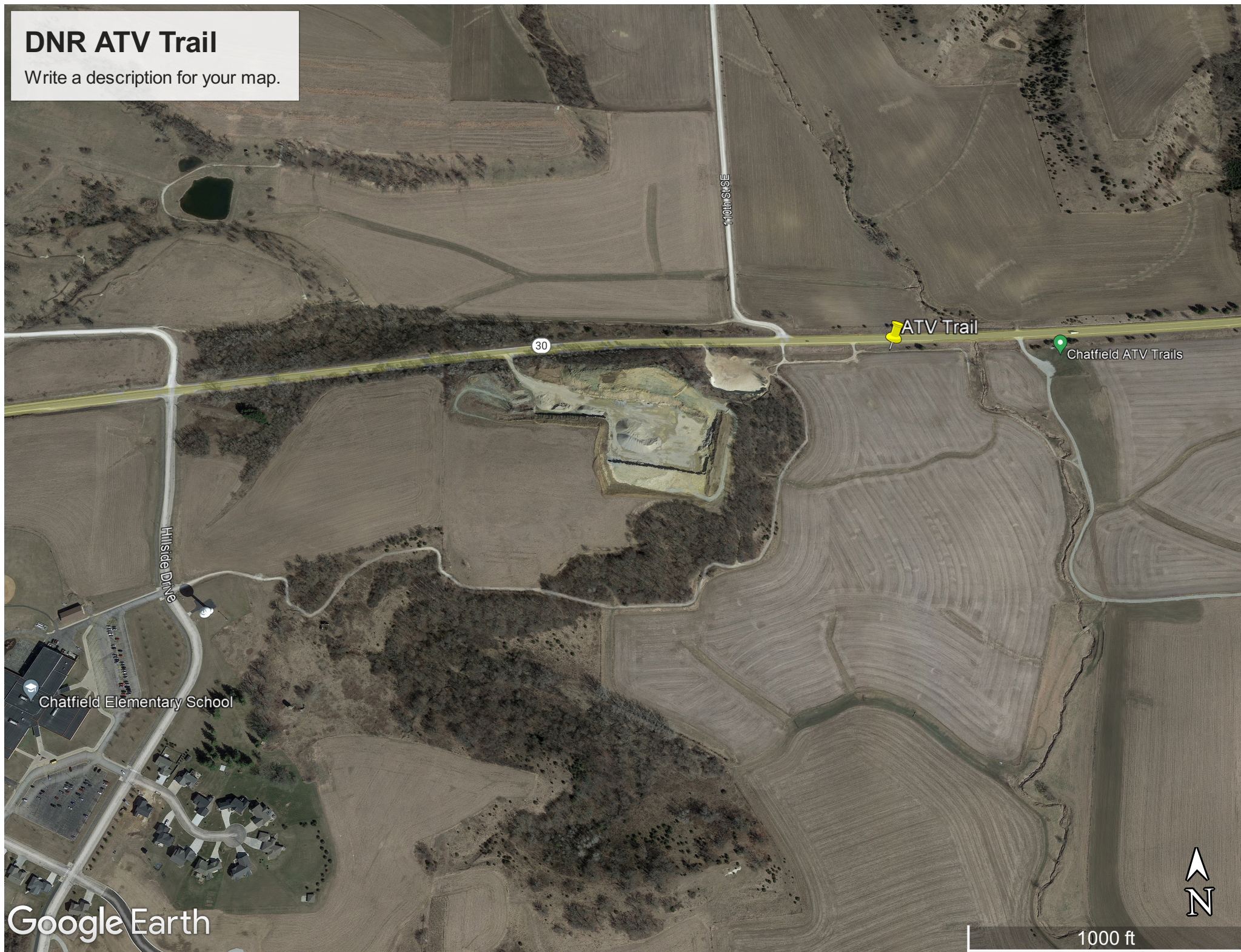


EXHIBIT B

CITY OF CHATFIELD

RESOLUTION


IT IS RESOLVED that the City of Chatfield enter into Limited Use Permit No. 5511-0053 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Chatfield upon, along and adjacent to Trunk Highway No. 74 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED by the _____ of the City of Chatfield, Minnesota that the Mayor and the City Council are authorized to execute the Limited Use Permit.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Chatfield, Minnesota at an authorized meeting held on the _____ day of _____, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2024	_____ (Signature)
Notary Public _____	_____ (Type or Print Name)
My Commission Expires _____	_____ (Title)
	_____ (Signature)
	_____ (Type or Print Name)
	_____ (Title)

C.S. 5511 (T.H. 74)
LUP # 5511-0053

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

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

**Total Agreement Amount
\$2,629.06**

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, 2024**.

1.2 Expiration date. This Agreement will expire on **December 31, 2024**, 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 2024 rate of \$5258.13 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: Ms Michele Peterson, City of Chatfield Clerk
Address: 21 SE Second Street, Chatfield, MN 55923
Telephone: 507-867-1518
E-Mail: mpeterson@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: 
Clerk

Date: 12/5/2023 | 3:35 PM CST

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: _____

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Chatfield Ambulance Activities Association Inc. Previous Gambling Permit Number: X- [REDACTED]
Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: [REDACTED]
Mailing Address: 32982 Hwy 52 S
City: Chatfield State: MN Zip: 55923 County: Fillmore
Name of Chief Executive Officer (CEO): Daniel R. Jaquith
CEO Daytime Phone: 507-2[REDACTED] CEO Email: [REDACTED]@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Chatfield Municipal Building

Physical Address (do not use P.O. box): 21 2nd St SE

Check one:

☒ City: Chatfield Zip: 55923 County: Olmsted
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 11th

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 03-15-2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Daniel R. Jaguith**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.



City of Chatfield
Invoices Sent to Collections

03/19/24 10:21 AM

Page 1

Invoice	Proj Nbr	Search Name	Created	Original Amt	Amt Paid	Cancel Date	Account
20210026	CLCTNS	[REDACTED]	04/20/21	\$500.00	\$0.00	03/18/24	R 220-42280-34000
20210054	CLCTNS	[REDACTED]	09/20/21	\$500.00	\$0.00	03/18/24	R 220-42280-34000
20220010	CLCTNS	[REDACTED]	01/21/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220015	CLCTNS	[REDACTED]	01/21/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220017	CLCTNS	[REDACTED]	01/21/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220013	CLCTNS	[REDACTED]	01/21/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220008	CLCTNS	[REDACTED]	01/21/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220062	CLCTNS	[REDACTED]	06/14/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220065	CLCTNS	[REDACTED]	06/14/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220057	CLCTNS	[REDACTED]	06/14/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220058	CLCTNS	[REDACTED]	06/14/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220083	CLCTNS	[REDACTED]	09/26/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220088	CLCTNS	[REDACTED]	10/17/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220094	CLCTNS	[REDACTED]	10/17/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20220097	CLCTNS	[REDACTED]	11/16/22	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20230013	CLCTNS	[REDACTED]	01/25/23	\$500.00	\$0.00	03/19/24	R 220-42280-34000
20230012	CLCTNS	[REDACTED]	01/25/23	\$500.00	\$0.00	03/19/24	R 220-42280-34000
				\$8,500.00	\$0.00		

([Proj Nbr]="CLCTNS")

RESOLUTION 2024-10

**Resolution to Approve an Agreement Between the DNR State of Minnesota and the City of Chatfield
and to authorize the City Clerk to Sign and Submit the 2024 - 2026 OHV Trails Assistance Program
Maintenance Project Agreement**

Whereas, the City of Chatfield has served as the Local Government sponsor of the Chatfield ATV Trail and has worked with the Chatfield ATV Club to effectively maintain the trail for a number of years, and

Whereas, the City of Chatfield has found that the trail represents a service desired by the residents of Chatfield as well as people throughout the area, and

Whereas, Chatfield Trails, Inc. has the resources necessary to properly maintain the trail,

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Chatfield that the State of Minnesota Off-Highway Vehicle Trail Assistance Program (grant-in-aid) Grant Agreement be approved as presented and

BE IT FURTHER RESOLVED that the City Clerk be authorized to sign and submit the OHV Trails Assistance Program Maintenance Agreement as presented.

Beth Carlson, City Clerk

Date

John McBroom, Mayor

Date

MEMORANDUM

TO: CHATFIELD CITY COUNCIL
FROM: RYAN PRIEBE, WATER SUPERINTENDENT
SUBJECT: HYDRANT AND VALVE REPLACEMENT
DATE: 3/20/24

Action Requested- Approve hiring Griffin Construction to replace 2 hydrants and 2 gate valves.

Background- Every year we have been on a plan of replacing hydrants or valves. In 2023 we did not replace any because we spent all that money for a cover on the inground water storage tank. The quote is \$26,718, but the project will be time and material as it always is. The 2 valves we will be replacing are on Ave. B and the hydrants will be on Ave A.



Griffin
Construction Co., Inc.
14070 Hwy 52 S, Chatfield, MN 55923
Phone (507) 867-4648 ~ Fax (507) 867-4171

GOLF COURSES ~ HOUSING DEVELOPMENTS ~ ROAD BUILDING ~ LANDFILLS

March 20, 2024

Hydrant & Valve Replacement 2024

City of Chatfield
21 SE 2nd St
Chatfield, MN 5593

Description	Quantity		Rate	Total
INSTALL SALVAGED HYDRANTS & VALVES	2	EA	\$ 5,807.00	\$ 11,614.00
F&I 4" GATE VALVES	2	EA	\$ 7,552.00	\$ 15,104.00
				\$ -
TOTAL				\$ 26,718.00

Notes:

The above quote is based on unit prices listed and the final billing amount will be determined by the actual quantities constructed.

Work will be done "**Time & Material**" not to exceed this amount

Salvaged hydrant and valves supplied by City of Chatfield

New hardware included with salvaged hydrant & valves (gaskets, mega lugs, bolts & nuts)

Concrete work by others

Bituminous pavement by others

City of Chatfield
Owner

Greg Griffin
Griffin Construction Co., Inc.

Date

Date

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.