

#### CITY OF CHATFIELD COMMON COUNCIL

#### <u>AGENDA</u>

#### <u>Council Chambers, Thurber Building, 21 Second Street SE</u> <u>September 25, 2023, 7:00 P.M</u>

- 1. City Council Meeting, Monday, September 25, 2023, 7:00 p.m. City Council Chambers
- 2. Approve Agenda Additions or Corrections
- 3. Consent Agenda:
  - A. Approval of minutes September 11, 2023.
  - B. Approve payment of claims.
  - C. Approve one pay-step increase for Brian Burkholder to Grade 9 Step 7 effective on employment anniversary.
  - D. CCTV Seasonal Coordinator Contract, EB Allen
- 4. City Engineer's Report Craig Britton:
  - A. Groen Park Update
- 5. Public Works Director Report
  - A. Extreme Drought Phase
- 6. Committee Reports:
  - A. Public Services Committee
  - B. Park & Recreation Committee
- 7. Mayor's Report
- 8. City Administrator's Report Michele Peterson
  - a) Budget presentation, At a Glance
  - b) Approve Resolution 2023-13 setting the pay grid effective 01/01/2024
  - c) Approve Resolution 2023-14 Certifying the Property Tax Levy for Taxes payable in 2024 and Truth in Taxation Public Hearing
- 9. Roundtable
- 10. Adjourn
- 11. Meeting Notices:
  - A. Public Services Committee (Councilors Bluhm & Frank) 4:30 p.m., Monday, September 25, 2023
  - B. Park and Recreation (Councilors Broadwater & Frank) 5:30 p.m., Monday, September 25, 2023

#### CITY OF CHATFIELD COMMON COUNCIL MEETING MINUTES

#### Monday, September 11, 2023

The Common Council of the City of Chatfield met in regular session on Monday, September 11, 2023. Mayor John McBroom presided and called the regular meeting to order at 7:00 PM

Members Present: Councilor Mike Urban, Mayor John McBroom, Councilor Dave Frank, and Councilor

Pam Bluhm.

**Members absent:** Councilor Paul Novotny, and Councilor Josh Broadwater.

Others Present: Karin Reisner, Ricky Irish, Kay Wangen, Brian Burkholder, Commissioner Mueller,

Chris Geisen, Craig Britton, Michele Peterson, and Beth Carlson.

#### Consent Agenda

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

1. Approval of August 28, 2023 meeting minutes

- 2. Approve payment of claims
- 3. Approve EMT hire Claire Whitemarsh
- 4. Adopt Resolution for Northland Securities Authorized Signatures and Principal Singer
- 5. Approve one pay-step increase for Steven Schlichter to Grade 8 Step Maximum effective on employment anniversary
- 6. Approve one pay-step increase for Ryan Priebe to Grade 7 Step Maximum effective on September 19, 2023

Ayes: Councilors: Urban, Frank, and Bluhm

Nays: None

Absent: Councilors: Novotny, and Broadwater

Motion carried.

#### Delinquent Utility Charges Assessment

#### Public Hearing

Mayor McBroom opened a public hearing at 7:02 p.m. and invited public comment about the proposal to collect delinquent utility accounts by assessing them to property taxes for collection. A list of the account holders and the delinquent amount was available for inspection. No comments were offered by the public. Mayor McBroom closed the public hearing at 7:03 p.m.

#### Resolution 2023-11

Councilor Pam Bluhm entered a motion, with a second by Councilor Dave Frank, to adopt resolution 2023-11 A Resolution to Authorize the collection of Delinquent Utility Accounts with Property Taxes.

Aves: Councilors: Urban, Frank, and Bluhm

Navs: None

**Absent:** Councilors: Novotny, and Broadwater

Motion carried.

#### City Engineer's Report

#### West Chatfield Drainage Improvement Pay Application No 1

Pay Application #1 from Pearson Backhoe in the amount of \$106,153.00 includes work performed on the West Chatfield Drainage Improvement Project including removals, the installation of the storm sewer and structures, seeding and restoration of the disturbed areas of construction along with the reshaping of the drainage swale along the east side of Hill Street. Payment also includes work outside of the West Chatfield project that involved extending a culvert that is located on top of Hill Street.

Councilor Mike Urban entered a motion, with a second by Councilor Dave Frank, to authorize payment of the West Chatfield Drainage Improvement Pay Application #1 in the amount of \$106,153.00.

Ayes: Councilors: Urban, Frank, and Bluhm

Nays: None

Absent: Councilors: Novotny, and Broadwater

Motion carried.

#### 2023 Street Improvement Project Update & Pay Application No 2

Griffin Construction has submitted Pay Application #2 in the amount of \$416,606.91 for work completed mainly on Prospect Street SE and Grand Street SE. Work completed includes the installation of the storm sewer on Grand Street and Prospect Street SE, the

installation of the sanitary sewer on Grand Street and the placement of aggregate base on Prospect Street SE.

Councilor Dave Frank entered a motion, with a second by Councilor Pam Bluhm, to authorize payment of the 2023 Street Improvement Project Pay Application No. 2 to Giffin Construction in the amount of \$416,606.91.

Ayes: Councilors: Urban, Frank, and Bluhm

Nays: None

Absent: Councilors: Novotny, and Broadwater

Motion carried.

#### Hwy 74 Traffic Study Update

The original resolution asking MN DOT to conduct the HWY 74 Traffic Study was adopted in June of 2021. Public Works Committee and staff are recommending a letter be drafted for the mayor to sign asking MN DOT to move the study along.

#### **Committee Reports**

#### Public Works Committee

Councilor Urban was in attendance. Topics included

- pay applications from Pearson Backhoe and Griffin Construction
- an update on the Enterprise Drive berm project
- Hwy 74 traffic study
- retaining wall on Avenue B

#### Personnel-Budget Committee

Councilor Urban was in attendance. Topics included an EMT hire and budget overview.

#### City Administrator's Report

- There will be some updates to the Personnel Policy coming forward.
- Fire Department Hiring of Drew Hurley

Councilor Dave Frank entered a motion, with a second by Councilor Pam Bluhm, to approve hiring

Drew Hurley as a volunteer firefighter.

Ayes: Councilors: Urban, Frank, and Bluhm

Nays: None

Absent: Councilors: Novotny, and Broadwater

Motion carried.

#### Roundtable

No comments from Councilors.

Bob Thesenvitch asked to address the council. He has concerns about the Emerald Ash Borer and the diseased trees in the community. He questioned if there would be any assistance for clearing diseased trees.

Staff looked for grant funding in 2022 to help residents with the cost of removing EAB diseased trees. The funding was so minimal, the process was not pursued. There is a city ordinance about diseased trees that may give staff some guidance.

#### Adjourn

Councilor Mike Urban entered a motion, with a second by Councilor Pam Bluhm, to adjourn at 7:17

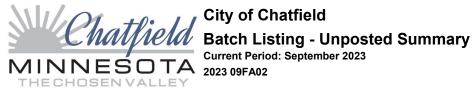
Ayes: Councilors: Urban, Frank, and Bluhm

Nays: None

Absent: Councilors: Novotny, and Broadwater

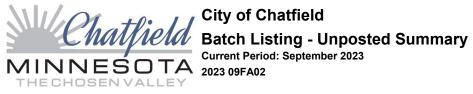
Motion carried.

/s/Beth M Carlson City Clerk



Check

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
		SS SYSTEMS, INC E 100-41500-404	City Clerk	Repairs/Maint Equipment	\$375.00	MAINT 08/23/2023-08/22/2024 NEOP
ADVANCED I	BUSINE	SS SYSTEMS, INC			\$375.00	
AIRGAS						
	550156	E 230-42270-210	Ambulance	Operating Expenses	\$176.82	OXYGEN
AIRGAS					\$176.82	
APPLIED CO	NCEPTS	, INC.				
	425094	E 100-42110-210	Police Administrati	Operating Expenses	\$150.00	2X INSNT ON RMT CNTRL
APPLIED CO	NCEPTS	, INC.			\$150.00	
AT&T MOBIL	LITY					
	090320	E 100-42110-320	Police Administrati	Communications (GENER	\$38.23	507.513.5954 POLICE AIR CARD
1	090320	E 220-42280-321	Fire Department *	Telephone	\$49.66	507.884.4423 FIRE
		E 220-42280-321	Fire Department *	·		507.551.8200 AMB IBR
		E 230-42270-321	Ambulance	Telephone		507.513.5974 AMBULANCE
		E 100-42110-218 E 230-42270-321	Police Administrati	Confiscation/Forfietures Telephone		507.513.5937 POLICE AIR CARD 507.513.5925 AMBULANCE
		E 100-42110-321	Ambulance Police Administrati	Telephone		507.272.5506 POLICE CHIEF
		E 100-42110-321		Telephone		507.272.5386 POLICE 873
		E 100-45200-321	Parks (GENERAL)	Telephone		507.551.8045 RINK CAMERA
1	090320	E 100-42110-321	Police Administrati		\$44.63	507.272.5382 POLICE 872
AT&T MOBIL	LITY				\$441.66	
BAKER & TA	YLOR B	OOKS				
:	STMNT	E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$501.67	ACCOUNT L6248262
BAKER & TA	YLOR B	OOKS			\$501.67	
BIG GIRL ST	ICKERS	}				
		E 614-49840-205	Cable TV (GENER	Service Incentives/Rewa	\$730.00	7 SETS CLTHNG
BIG GIRL ST	ICKERS				\$730.00	
BLACKSTON	E PUBLI	SHING				
		E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$131.97	CUSTOMER ID 168011
BLACKSTON	E PUBLI	SHING	•		\$131.97	
BOUND TRE	E MEDIO	CAL				
		E 230-42270-210	Ambulance	Operating Expenses	\$983.28	
BOUND TRE	E MEDIC	CAL		, , ,	\$983.28	
BOYSEN REF	DATE					
		E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$160.00	COIL IGNITION LABOR - BLACK TOP R
BOYSEN REF					\$160.00	
CALIBRATIO	NS AND	CONTROLS, INC.				
	23728	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$675.00	SMIANNL CLBRTN INFLNT FLW MTR
CALIBRATIO	NS AND	CONTROLS, INC.	,		\$675.00	
CENGAGE LE	ΣARNTN	3				
		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$32.29	ACCT 23762978
		E 211-45500-590	`	Cap. Outlay-Books		ACCT 23762978
CENGAGE LE	ARNING	G	•		\$677.21	
CHATFIELD	BODY S	НОР				
	14206	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$63.62	LOF 2017 FRD EXP
	14214	E 100-42110-404	Police Administrati			LOF 2018 FRD EXP

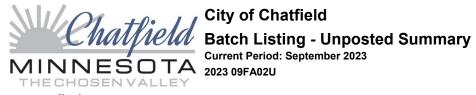


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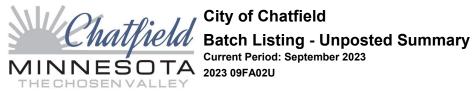
Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
CHATFIELI	D BODY S	НОР	•	•	\$125.74	
CULLICAN	WATER					
CULLIGAN	STMNT	E 100-41500-210	City Clerk	Operating Expenses	<b>ΦΕ</b> Ω <b>2</b> Ε	WTR SRVC
CULLIGAN		E 100-41500-210	City Clerk	Operating Expenses	\$50.35	WIRSRVC
COLLIGAN	WAILK				φ30.33	
DAVID DR						
		E 356-46600-323	TIF District-FC	Administration Expense		TIF 3-6 GRND ST APT DSTRCT CRTN
DAVID DR	OWN ASS	OCIATES			\$5,730.13	
EXPERT B	ILLING, L	LC				
	11757	E 230-42270-435	Ambulance	Licences, Permits and Fe	\$806.00	TRANSPORTS BILLED - AUG
EXPERT B	LLING, L	LC			\$806.00	
FIRE SAFE	TY USA, I	INC				
		E 220-42280-210	Fire Department *	Operating Expenses	\$518.95	BNKR BT
FIRE SAFE	TY USA, I	INC	·		\$518.95	
GALLS						
GALLS	025416	E 100-42110-152	Police Administrati	Clothina	\$270 N1	TACTICAL PANTS
		E 100-42110-152	Police Administrati	•		SS SHIRT
GALLS	023 110	2 100 12110 132	Tonce Hammourd	Clothing	\$387.97	35 5/12/(1
WATE TO I	_				·	
KWIK TRI		E 220-42280-210	Fire Department *	Operating Evpenses	<b></b> ¢21 22	WD WTD
		E 220-42280-210	Fire Department *	Operating Expenses Operating Expenses		WD WTR WD WTR
KWIK TRI		L 220 42200 210	тие Берагиненс	Operating Expenses	\$64.66	WD WIK
	•				φο 1100	
LOFFLER						
	445874	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		CANON DXC3725I OVERAGE CHARGE
LOFFLER					\$30.79	
MARCO TE	CHNOLO	GIES LLC.				
	INV116	E 603-49500-403	Refuse/Garbage (	Prev. Maint. Agreements	\$403.73	MIT ALLOC - 10%
		E 230-42270-403	Ambulance	Prev. Maint. Agreements		MIT ALLOC - 20%
		E 100-41500-403	City Clerk	Prev. Maint. Agreements		MIT ALLOC - 20%
		E 602-49450-403	Sewer (GENERAL)	Prev. Maint. Agreements		MIT ALLOC - 10%
		E 100-42110-403	Police Administrati	•		MIT ALLOC - 20%
		E 100-41910-403 E 240-46500-403	Planning and Zoni	Prev. Maint. Agreements Prev. Maint. Agreements		MIT ALLOC - 5% MIT ALLOC - 5%
		E 601-49400-403	•	Prev. Maint. Agreements		MIT ALLOC - 5% MIT ALLOC - 10%
MARCO TE			.vaca odinies (dL	. Tev. Flame. Agreements	\$4,037.29	10/0
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MCFOA	CNIN' EL	E 100 41500 202	City Class	Tarinian and T. C. C.	±=0.00	2 DEC VI TONG ONN ELLO 10/12/2022
MCEO :	CNN FL	E 100-41500-208	City Clerk	Training and Instruction		2 REG VI TRNG CNN FLLS 10/12/2023
MCFOA					\$50.00	
_		PT ASSOCIATION				
		E 220-42280-208	Fire Department *	Training and Instruction		4 FALL MTG
MN STATE	FIRE DEF	PT ASSOCIATION			\$60.00	
NEW LINE	MECHAN	ICAL				
	23154	E 250-46630-404	Community Dev -	Repairs/Maint Equipment	\$793.79	RPLC SMP PMP CNTCT
NEW LINE	MECHAN	ICAL			\$793.79	
OLMSTED	CNTY - SO	OLID WASTE DIV				
		E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$998.00	MOBILE HW COLLECTION 2023
OLMSTED		OLID WASTE DIV	,	,	\$998.00	
_	-	·				



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PHONE STA	ATION IN	C				
	79515	E 100-41500-403	City Clerk	Prev. Maint. Agreements	\$625.00	AVAYA IP PHONE 1 YR SYSTEM MAIN
PHONE STA	ATION IN	С		•	\$625.00	
QUICK + E	ASY QUIL	.TS				
	110753	E 211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$29.95	SUBSCRIPTION
QUICK + E	ASY QUIL	.TS			\$29.95	
QUILL.COM	1					
-	342096	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$76.99	LNR WST
QUILL.COM	1				\$76.99	
SCHUMACH	IER ELEV	ATOR CO				
	905928	E 100-41940-403	Municipal Building	Prev. Maint. Agreements	\$200.24	MUNI ELEV MAINT
	905922	E 211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$167.43	LIB ELEV MAINT
SCHUMACH	IER ELEV	ATOR CO			\$367.67	
SELCO						
	051568	E 211-45500-414	Libraries (GENERA	Automated Operations	\$447.37	ILS PCKG
SELCO				•	\$447.37	
SWANK MO	VIE LICE	NSING USA				
	_	E 211-45500-433	Libraries (GENERA	Dues and Subscriptions	\$429.00	COPYRIGHT COMPLIANCE LICENSE
SWANK MO	VIE LICE	NSING USA	`	•	\$429.00	
THREADS (	CUSTOM A	ADDARFI				
THICEADS	5229	E 100-41500-152	City Clerk	Clothing	\$251.00	APPRL & EMBRDRY - KW
THREADS (			ore, order		\$251.00	
VOLUNTEE	D ETDEET	CUTEDO DENEETT				
VOLUNIEE		<b>E</b> 220-42280-360	Fire Department *	Insurance (GENERAL)	¢14.00	INSURANCE RENEWAL
VOLUNTEE		GHTERS BENEFIT	тие верагиненс	Insulance (OLIVLIVAL)	\$14.00	INSURANCE NENEWAL
					Ψ=σ	
WIT BOYZ	9696	E 220-42280-210	Fire Department *	Operating Expenses	400 NN	PLSTC BGS
	9709	E 230-42270-404	Ambulance	Repairs/Maint Equipment		LOF & CHNS CHK
WIT BOYZ		230 12270 101	Ambulance	Repairs/Plaint Equipment	\$282.50	LOT & CHINO CHIN
2023 09FA02				-	\$21,179.76	
					Ψ21,175.70	
ABILITY BU			Manadaina I Dadidia a	Control to dillolo	41 022 00	CLEANING ALICHET
ABILITY BU	17766	E 100-41940-302	Municipal Building	Contracted Help	\$1,023.98	CLEANING - AUGUST
	JILDING	CLIVILK			\$1,025.50	
ARAMARK	256046	E 100 11010 101		D	+266.22	DUG 05D)/705
ADAMADIZ	256016	E 100-41940-401	Municipal Building	Repairs/Maint Buildings		RUG SERVICE
ARAMARK					\$366.32	
AUTOMATI						
		E 602-49450-433	Sewer (GENERAL)	Dues and Subscriptions		REAL VNC REMOTE ACCESS
AUTOMATI	CSYSTEN	IS CO.			\$253.90	
CENTURYL	INK-TELE					
		E 230-42270-321	Ambulance	Telephone	•	612 E10-0825 1/5 NEW CIRCUIT
		E 100-42110-321	Police Administrati	Telephone	•	612 E10-0825 1/5 NEW CIRCUIT
		E 601-49400-321	Water Utilities (GE		•	612 E10-0825 1/5 NEW CIRCUIT
		E 100-41500-321	City Clerk	Telephone	•	612 E10-0825 1/5 NEW CIRCUIT
		E 601-49400-321 E 100-43100-321	Water Utilities (GE Street Maintenanc	Telephone Telephone		1500 1/5 DID LINES 612 E10-0825 1/5 NEW CIRCUIT
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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
		E 100-41500-321	City Clerk	Telephone		1500 1/5 DID LINES
		E 100-43100-321	Street Maintenanc	Telephone		1500 1/5 DID LINES
		E 211-45500-321	Libraries (GENERA	Telephone	·	2911 LIBRARY ELEVATOR
		E 211-45500-321	Libraries (GENERA	Telephone		3480 LIBRARY
		E 100-46630-321	Community Dev -	Telephone		3966 TOUR CENTER
		E 230-42270-321	Ambulance	Telephone	•	1500 1/5 DID LINES
		E 100-42110-321	Police Administrati	Telephone	·	1500 1/5 DID LINES
CENTURYL			r once / tarrimourae	·	\$1,061.57	1500 1,5 515 111125
CUSTOM EX	KHAUST (	GARAGE / SAWMIL	L			
		E 100-45200-302	Parks (GENERAL)	Contracted Help	\$320.00	LABOR FOR CUTTING LOGS AND BLAD
CUSTOM EX		GARAGE / SAWMIL	` ,	_	\$320.00	
EO JOHNSO	ON, BUSI	NESS TECH.				
		E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$24.90	#56246 NETWORK L9124 MP C4503
	INV140	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$5.78	#46719-01 POLICE L7545
	INV140	E 230-42270-404	Ambulance	Repairs/Maint Equipment	\$87.15	#56246 NETWORK L9124 MP C4503
	INV140	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$45.65	#56246 NETWORK L9124 MP C4503
	INV140	E 100-41500-404	City Clerk	Repairs/Maint Equipment	\$95.45	#56246 NETWORK L9124 MP C4503
	INV140	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$45.65	#56246 NETWORK L9124 MP C4503
	INV140	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$45.65	#56246 NETWORK L9124 MP C4503
	INV140	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$24.90	#56246 NETWORK L9124 MP C4503
	INV140	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$48.00	#46719-01 POLICE L7545
	INV140	E 230-42270-404	Ambulance	Repairs/Maint Equipment	\$14.38	#56246 NETWORK L9124 MP C4503
	INV140	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$7.53	#56246 NETWORK L9124 MP C4503
	INV140	E 100-41500-404	City Clerk	Repairs/Maint Equipment	\$15.75	#56246 NETWORK L9124 MP C4503
	INV140	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$7.53	#56246 NETWORK L9124 MP C4503
	INV140	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment	\$7.53	#56246 NETWORK L9124 MP C4503
	INV140	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment	\$7.53	#56246 NETWORK L9124 MP C4503
	INV140	E 100-41910-404	Planning and Zoni	Repairs/Maint Equipment	\$4.11	#56246 NETWORK L9124 MP C4503
	INV140	E 240-46500-404	Economic Dev (GE	Repairs/Maint Equipment	\$4.10	#56246 NETWORK L9124 MP C4503
	INV140	E 603-49500-404	Refuse/Garbage (	Repairs/Maint Equipment	\$45.65	#56246 NETWORK L9124 MP C4503
EO JOHNS	ON, BUSI	NESS TECH.		-	\$537.24	
HAWKINS,	INC.					
	657534	E 601-49400-210	Water Utilities (GE	Operating Expenses	\$637.80	WATER SUPPLY CHEMICALS
	657861	E 601-49400-210	Water Utilities (GE	Operating Expenses	\$20.00	WATER SUPPLY CHEMICALS
HAWKINS,	INC.				\$657.80	
НВС						
		E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$89.98	50% 1520399 3 INTERNET LOC
		E 601-49400-438	Water Utilities (GE	Internet Expenses	\$45.49	50% 1520399 19 2ND ST SW
		E 601-49400-438	Water Utilities (GE			50% 1520399 3 INTERNET LOC
	09/02/2	E 100-45200-438	Parks (GENERAL)	Internet Expenses	\$45.50	50% 1520399 19 2ND ST SW
НВС					\$270.95	
HUNTINGT						
	6784	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment		LABOR AND SUPPLIES FOR STREET LI
HUNTINGT	ON ELEC	TRIC LLC			\$1,310.78	
MIENERGY	COOPER	ATIVE				
	09/08/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$36.74	333119001 8500759501 52 SIGN
	09/08/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$410.00	333119005 85010070 HSD STLGHTS
	09/08/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$42.03	333119004 85007649 STALB LS
	09/08/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$423.62	333119003 85007624 JOHNST WELL



Check

Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	09/08/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$551.76	333119002 85007612 HSD BS
MIENERGY	COOPER	ATIVE			\$1,464.15	
ON SITE SA	NITATIO	)N				
	000160	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$87.00	001411-0004 MC HSA-559 OTRNE
	000160	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$87.00	001411-0005 SHADY OAK PARK
	000160	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$87.00	001411-0003 MC HSP-160 DIVSTNW
	000160	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$254.00	001411-006 GP - 558 OTRNE
	000160	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$254.00	001411-0002 MC BF-160 DIVSTNW
ON SITE SA	NITATIO	N			\$769.00	
QUILL.COM	1					
-	343831	E 100-41500-210	City Clerk	Operating Expenses	\$157.96	COPIER PAPER HP 20 92 10R
QUILL.COM	1				\$157.96	
WSE ENGIN	NEERING	SERVICES, LTD				
	804-23	E 100-42400-441	Building Inspectio	Plan Review	\$119.60	PLAN REVIEW
	804-23	E 100-42400-440	Building Inspectio	Building Inspections	\$1,711.25	INSPECTIONS
WSE ENGIN	NEERING	SERVICES, LTD			\$1,830.85	
2023 09FA02U					\$10,024.50	
					\$31,204.26	

([BatchID] in (19287,19288))

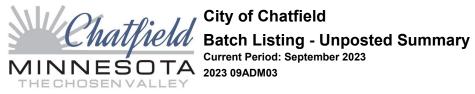


### **City of Chatfield** Batch Listing - Unposted Summary Current Period: September 2023

Check

([BatchID] in (19307))

Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
AFLAC						
	213332	G 910-21715			\$73.49	PR VNDR LBLTY
1120.0		G 910-21712			·	PR VNDR LBLTY
		G 910-21718				PR VNDR LBLTY
		G 910-21713				PR VNDR LBLTY
		G 910-21724				PR VNDR LBLTY
AFLAC					\$627.42	
BLUE CROS	S BI LIF S	SHIFLD				
		G 910-21721			\$104.80	PR VNDR LBLTY
BLUE CROS					\$104.80	
CHATFIELD	DUBLIC	ITRDADV				
		G 910-21728			\$100.00	PR VNDR LBLTY
112547		R 211-45500-3620	Libraries (GENERA			PR VNDR LBLTY
CHATFIELD			LIBITATICS (GENERAL		\$0.00	TR VIOLEDETT
					70.00	
EFTPS	020214	C 010 21700			¢1 004 00	DD VAIDD I DI TV
112344		G 910-21709 G 910-21703				PR VNDR LBLTY PR VNDR LBLTY
		G 910-21703 G 910-21701				PR VNDR LBLTY
EFTPS	J2J2I I	G 510 21701			\$14,055.91	TR WIDE EDETT
		_			<b>41.7000.01</b>	
EMPOWER					±670.03	DD VALDD I DI TV
EMPOWER		G 910-21719			\$679.93	PR VNDR LBLTY
EMPOWER	MINDCE				\$079.93	
HEALTHEQU						
		G 910-21726				PR VNDR LBLTY
HEALTHEQ	JITY				\$2,391.67	
LAW ENFOR	RCEMENT	T LABOR SERVICES				
	SEP 20	G 910-21717			\$270.00	4 FT DUES
LAW ENFO	RCEMENT	T LABOR SERVICES			\$270.00	
MN PEIP						
112350	131295	G 910-21706			\$16,125.06	PR VNDR LBLTY
MN PEIP					\$16,125.06	
MN REVENU	JF					
		G 910-21702			\$2,752.56	PR VNDR LBLTY
MN REVEN	JE				\$2,752.56	
PERA						
	SOMPE	G 910-21705			¢4 398 47	PR VNDR LBLTY
112332		E 230-42270-121	Ambulance	PERA		CEMTRIP AUG 2023
		G 910-21704	7.11.154.14.11.15		·	PR VNDR LBLTY
PERA					\$10,949.18	
TASC					•	
	00/14/2	C 010-21714			¢331.26	PR VNDR LBLTY
TASC	09/17/2	G 910-21714			\$331.26	IN VINDIX LDLI I
	DD					
2023 0914VNDR	rk				\$48,287.79	
					\$48,287.79	
		_				



Check

Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
REVTRAK J	ETPAY					
112343	AUG 20	E 602-49450-323	Sewer (GENERAL)	Administration Expense	\$1,188.58	2023 ADMIN FEE ALLOC 60.58%
	AUG 20	E 601-49400-323	Water Utilities (GE	Administration Expense	\$395.93	2023 ADMIN FEE ALLOC 20.18%
	AUG 20	E 100-42700-323	Animal Control - L	Administration Expense	\$2.01	ADMIN FEE ALLOC
	AUG 20	E 100-45200-323	Parks (GENERAL)	Administration Expense	\$6.03	ADMIN FEE ALLOC
	AUG 20	E 100-42400-323	<b>Building Inspectio</b>	Administration Expense	\$40.21	ADMIN FEE ALLOC
	AUG 20	E 603-49500-323	Refuse/Garbage (	Administration Expense	\$377.49	2023 ADMIN FEE ALLOC 19.24%
REVTRAK J	ETPAY				\$2,010.25	
2023 09ADM03					\$2,010.25	
					\$2,010.25	

([BatchID] in (19286))



Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
NCPERS GR	OUP LIF	E INSURANCE				
058436	384000	G 910-21707			\$96.00	PR VNDR LBLTY
NCPERS GR	OUP LIF	E INSURANCE		-	\$96.00	
WM HANSO	N WAST	E REMOVAL				
058437	35790	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$794.13	GARBAGE SERVICE - WD
	35790	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$136.64	GARBAGE SERVICE - CITY MAINT BLD
	35790	E 602-49450-384	Sewer (GENERAL)	Refuse/Garbage Disposal	\$145.01	GARBAGE SERVICE - WWTP
	35790	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$170.11	GARBAGE SERVICE - PARKS (FIRE HAL
	35790	E 100-41940-384	Municipal Building	Refuse/Garbage Disposal	\$75.29	GARBAGE SERVICE - CITY HALL
WM HANSO	N WAST	E REMOVAL		•	\$1,321.18	
2023 09ADM04				•	\$1,417.18	

\$1,417.18

([BatchID] in (19300))



#### **Contract for Consulting Services**

This agreement is made between the City of Chatfield, a Minnesota municipal corporation, (hereinafter "City") and

	Consultant: <u>EB Allen</u>					
Address:_						
City,	State:	Zip Code:				

(hereinafter "Consultant"), for following role, time period & compensation.

Role: <u>Chatfield Cable Television Seasonal Event Coordinator – GVB 2023</u>
Beginning: <u>09/21/2023 Ending: End of 2023 High School Volleyball Season</u>
Compensation: <u>\$1,612 per season (two equal installments \$806)</u>

- 1. This consultant will serve as the primary individual responsible for coordinating the volunteers and activities necessary to film and broadcast Chatfield Public Schools Football (Volleyball / Boys Basketball / Girls Basketball / Wrestling / Cross Country and Track and Golf / Softball / Baseball / Music and Drama / Community Concerts and Parades and Events / City Council & School Board Meetings).
- 2. This position works closely with the Cable Television Administrator.
- 3. The primary duties include but are not limited to:
  - a. Recruit and coordinate volunteers for all events during the respective sport or season.
  - b. Volunteer to set up, tear down and return equipment for each event, or recruit a volunteer to do so if you are unavailable.
  - c. Manage the operation of each event, insert the sd card int CCTV computer for the technical coordinator to process the footage.
- 4. Compensation for these services will be, payable in two equal installments after Cable Television Administrator and City Council approval of the agreement signed by the contractor and Mayor. The first payment will be made approximately 15 days after the end of the first month of the season and the second payment will be made approximately 15 days after the second month of the season.
- 5. Consultant shall not receive any reimbursement from the City for any travel expenses or meals while performing any duties required by this agreement unless approved in advance by the Cable Television Access Board.
- 6. Consultant, during the period this agreement, shall be considered an independent contractor and not an employee of the City of Chatfield. The consultant is required to maintain motor vehicle insurance throughout the duration of the contract.
- 7. Either party may terminate this agreement during its term for any reason upon the giving of 30 days prior written notice to the other. In the event the City terminates the agreement before the end of the term set forth, Consultant shall not be entitled to any payment for a period in which services are not performed. Otherwise, this agreement shall terminate at the end of the basketball season.

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

Per 09/21/2023 Telecon KFW   AO	Eller	9/18/23		
Cable Television Administrator	Contractor		Mayor	



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

#### **MEMORANDUM**

**TO:** PARKS AND RECREATION

FROM: CRAIG BRITTON

SUBJECT: GROEN PARK PEDESTRIAN BRIDGE UPDATE

**DATE:** SEPTEMBER 20, 2023

CC: CITY ADMINISTRATOR, MICHELE PETERSON

SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

**Action Requested:** This is an update on the schedule of the installation of the pedestrian bridge. Also included in this report is a proposal, for your consideration, to complete the hydraulic analysis, provide permitting assistance and prepare foundation plans for the pedestrian bridge.

**Background:** The City received a grant for the installation of the pedestrian bridge in Groen Park. Contech, the bridge manufacturer, indicated that the bridge delivery date could be out approximately one year and may be delivered in the spring of 2024. In recent discussions with them, they indicated that the bridge could possibly be delivered in November of this year. In reviewing the information provided by them it was determined that a hydraulic analysis and foundation design has not been completed. Therefore, we are proposing to completed that work which is required for the DNR permit and for construction. Included in the memo is our proposal for that work, which is estimated at \$19,240. We have been in contact with the DNR about permitting and understand what permit applications are required to obtain the permit.

The goal is to get contractor quotes and to have the foundation in place prior to the arrival of the bridge. However, in the event the bridge is ready for delivery prior to being able to be placed, the bridge can be placed on higher ground in Groen Park following the delivery and set in place once the foundation has been constructed. Grading work and restoration may need to be completed in the spring of 2024. Per the grant requirements the project is required to be completed by June 30, 2024.

Sincerely,

Craig Britton

#### September 20, 2023

**WIDSETH** 

City of Chatfield
Attn: Michele Peterson
21 Second Street SE
Chatfield, MN 55923
507-867-1518
mpeterson@ci.chatfield.mn.us

Rochester

3777 40th Avenue NW Suite 200 Rochester MN 55901

507.292.8743 Rochester@Widseth.com Widseth.com

RE: Confirmation of Request for Engineering Services
Hydraulic Analysis and Foundation Design
Groen Park Pedestrian Bridge

#### Dear Michele:

Widseth is pleased to submit a proposal to complete a hydraulic analysis of Mill Creek in the vicinity of the proposed pedestrian bridge in Groen Park along with preparing the foundation plans (abutments) for the bridge. The hydraulic analysis is required as part of the DNR permit application and will be submitted for their review and approval. The foundation system for the bridge will consist of two abutments on each side of Mill Creek and will be designed based on the loading information provided by Contech, the bridge manufacturer.

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

#### Hydraulic Analysis:

WiDSETH proposes to perform a hydraulic analysis of the Mill Creek corridor in the vicinity of the proposed pedestrian bridge. Items included with the proposal are:

- Perform a hydraulic model in the existing and proposed conditions to show a no rise impact of Mill Creek.
- Prepare permit documents for submittal to the DNR for review and approval.

#### Foundation Design / Construction Documentation:

WiDSETH proposes to perform final design services for the foundation required for the proposed pedestrian bridge. Items included with the proposal are:

- Review pedestrian bridge loading information provided by Contech.
- Preparation of Construction Documents including:
  - Foundation Design
  - Construction Details
- Preparation of technical specifications to be included on the project construction plans.

WiDSETH proposes to perform the services described above on an hourly basis, in accordance with the applicable attached fee schedule, for the estimated amount of \$19,240.

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

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

We thank you for giving us the opportunity to submit this proposal and look forward to working with City staff to make this proposed project a reality.

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

# General Provisions of Professional Services Agreement

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

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

#### ARTICLE 1. PERIOD OF SERVICE

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

#### **ARTICLE 2. SCOPE OF SERVICES**

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

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

#### ARTICLE 3. COMPENSATION TO WIDSETH

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

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed



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

#### ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

#### ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

#### **ARTICLE 7. CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

- Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
- Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.
- B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

#### **ARTICLE 8. OPINIONS OF COST**

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

#### **ARTICLE 9. CONSTRUCTION PHASE SERVICES**

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

#### ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

#### ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 16. CONTINGENCY FUND**

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

#### **ARTICLE 17. INSURANCE**

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

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

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

#### **ARTICLE 18. ASSIGNMENT**

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

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

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

#### **ARTICLE 20. CORPORATE PROTECTION**

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

#### ARTICLE 21. CONTROLLING LAW

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

#### ARTICLE 22. ASSIGNMENT OF RISK

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

#### **ARTICLE 23. NON-DISCRIMINATION**

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

#### **ARTICLE 24. SEVERABILITY**

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

#### ARTICLE 25. PRE-LIEN NOTICE

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

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

# CITY OF CHATFIELD

2024 TAX LEVY / OPERATIONAL BUDGET

### **GUIDING BUDGET PRINCIPLES**

- Maintain a steady, predictable, local tax rate.
- Reduce the City's current debt per capita to \$3,500 or less.
- Maintain positive reserves in the City's Enterprise Funds
- Budget is based on specified needs & goals.
- Work plans are based on specific outcomes for results-based budgeting.
- Maintain public safety and public works programming that reasonably assures the public of their personal safety, convenience, and maintenance of property value.
- Develop and maintain technology, communication, and administrative services that allow all interested parties to be well informed while protecting the City's critical data and operating systems.
- Maintain the city's strong bond rating and financial position. (AA)
  - The City's AA bond rating ranks Chatfield among the upper tier of cities in the State relative to its credit rating.

### MEASURING PROGRESS

- Maintain a steady, predictable, local tax rate.
  - 2019 = 112
  - 2020 = 99
  - 2021 = 106
  - 2022 = 101
  - 2023 = 84
  - 2024 =
- Local tax levy
  - 2019 = \$2,032,036
  - 2020 = \$2,161,688
  - 2021 = \$2,247,789
  - 2022 = \$2,310,877
  - 2023 = \$2,445,108
  - 2024 = \$2,588,325

### MEASURING PROGRESS

- Reduce the City's current debt per capita to \$3,500 or less.
  - 2018 = \$4,600
  - 2019 = \$4,400
  - 2020 = \$4,000
  - 2021 = \$3,600
  - 2022 = \$3,450
  - 2023 = \$3,800
  - 2024 = \$4,150

# 2024 TAX LEVY PROPOSAL PRELIMINARY

Tax Levy	2022	2023 Levy	2024 Levy
<b>General Levy</b>	\$1,698,522	\$1,891,108	\$1,899,325
Special Levy			
2014A	\$110,000	\$63,000	\$42,000
2016A	\$110,355	\$99,000	\$102,000
2017A	\$36,000	\$36,000	\$-0-
2018A	\$318,000	\$318,000	\$317,000
2019A	\$38,000	\$38,000	\$38,000
2022B	NA	\$0	\$0
2023A	NA	NA	\$190,000
Special Total	\$612,355	\$554,000	\$689,000
<b>Total Levy</b>	\$2,310,877	\$2,445,108	\$2,588,325
	+2.807%	+5.809%	+5.873%

# 2024 COST DRIVERS

- Equipment Cost Escalation
- Technology Equipment / Security
- Insurance
- Inflation

- Ambulance Department
  - Recruit & Retain EMTs
  - Develop Solutions to Staffing Gaps
  - Involve Assistant Director more in Training Institute.

- Administration (City Clerk, Finance, IT, Administration):
  - Negotiate Medicom Franchise Renewal
  - Update all Capital Plans, Financial Policies and Personnel Policy
  - Strategic Plan Implementation
  - Build community survey / engagement program
  - Update website

- EDA:
  - Housing
  - Hotel
  - Support existing and prospective business development
  - Enterprise Drive Lots

- Library:
  - Grounds & Landscaping Maintenance.
  - Increase programming to adults.
  - Acquire & circulate more non-traditional materials.
  - Invest in staff to specifically manage the care, cleanliness, health and beauty of the library's landscaping.
  - Pursue strategic initiatives.

- Parks Department:
  - Streambank restoration in Groen Park
  - Upgrade zip-line feature

- Police Department:
  - Replace a squad car, squad laptop and tasers.

- CCTV:
  - Upgrade Equipment & Services
  - Increase sponsors & offerings.

- Street Department:
  - Complete 2023 Street Project.
  - Replace Sweeper and Snow Pusher.

- Water Department:
  - Replace three hydrants
  - Complete 2023 Street/Water Improvement Project
  - Pull Well #2
  - Complete lead & copper compliance inventory.

- Wastewater Department:
  - Continue manhole rehab / reconstruction
  - Plan reed bed cleaning & reed replacement options
  - Camera sewer pipes
  - Electric & water conservation

### COMMUNITY INVESTMENT BY OTHERS

- Mill Creek Streambank Improvements
  - Legacy Funding via State of Minnesota

- Tax Abatement Revenue
  - ~\$43,000 / \$225,000 to-date

### GENERAL FUND ~ WWTP DEBT

- General Fund provided annual subsidies to the WWTP Debt Service Fund in the principal amount of \$1,215,000 from 2011 – 2021.
- The last payment from the Sanitary Sewer Fund to the WWTP Debt Service Fund will be in 2026.
- Beginning in 2027, the Sanitary Sewer Fund could repay the General Fund \$100,000 per year for 23 years.



#### 2024 Prelimininary Budget Budget at a Glance - Council 09/25/2023

GENERAL FUND	Oper/Trans	Revenues
Ad Valorem-31010		\$ 1,899,325
LGA / PERA Aid-33401		\$ 949,457
Interest Income-36210		\$ 14,000
General Services Transfer In-34020		\$ 128,792
41100- Legislative Dept.	\$ 70,836	
41200- Historical Society	\$ 900	
41410- Elections	\$ 8,400	
41500- Clerk/Finances	\$ 559,921	\$ 15,675
41910- Planning & Zoning	\$ 73,450	\$ 1,505
41940- Municipal Buildings	\$ 85,200	\$ 1,100
42110- Police Department	\$ 755,831	\$ 63,850
42400- Building Code	\$ 26,200	\$ 16,525
42500- Civil Defense	\$ 2,450	
42700- Animal Control	\$ 360	\$ 1,500
43100- Street Maintenance	\$ 627,868	\$ 7,000
45120- Summer Recreation	\$ 4,300	
45124- Swimming Pool	\$ 183,820	\$ 94,170
45180- Band	\$ 1,600	
45200- Parks	\$ 223,598	\$ 1,950
46323- Heritage Preservation	\$ 18,105	\$ 500
46630- Community Development	\$ 24,688	\$ 10,475
Transfer to Library Fund	\$ 204,880	
Transfer to Ambulance Fund	\$ 79,300	
Transfer to EDA	\$ 78,517	
Transfer to Fire Dept.	\$ 70,000	
Transfer to WWTP DS 335	\$ -	
Center for the Arts	\$ 90,000	
Transfer to CCTV	\$ 15,600	
TOTAL GENERAL FUND	\$ 3,205,824	\$ 3,205,824
Debt Service		
332-Wtr Twr (2027)	2012A	\$ -
334-Twfrd/Bnch (2025)	2014A	\$ 42,000
335-WWTP (2028)	2016A	\$ 102,000
338-Enterprise Drive (2028)	2017A	\$ -
340-Pool (2039)	2018A	\$ 317,000
342-Street Lights (2027)	2019A	\$ 38,000
343-Wtr Storm (2043)	2022A	\$ -
344-PW Facility (2043) 2025First	2022B	\$ -
323-Grand Prospect St	2023A	\$ 190,000
Total Debt Service		\$ 689,000

Total Preliminary Levy	\$ 2,588,325

#### Resolution 2023-13

### A Resolution to Set the Pay Grid of The City of Chatfield Effective January 1, 2024

Whereas, it is the practice of the City of Chatfield (City) to maintain a compensation system that fairly compensates its employees for services rendered, and

Whereas, the City of Chatfield maintains a compensation system that includes pay steps and pay grades (pay grid) for the various employee positions of the City, and

Whereas, the City of Chatfield intends for the pay grid to maintain its position in the marketplace, which means that adjustments to the pay grid must be made from time to time to recognize the effect of inflation on the pay grid, and

Whereas, the City has regularly consulted the Chained Consumer Price Index for All Urban Consumers (C-CPI-U), and has used that rate to adjust pay rates each year, for the fifteen years ending 2016, and

**Whereas,** salary surveys that were conducted over those fifteen years found that employee pay was substantially below the market rates of pay for those employees, resulting in larger than normal pay increases on two separate occasions, and

Whereas, the City Council's Personnel/Budget committee determined that a new method of calculating the annual pay adjustment was needed in order to avoid occasions on which a larger than normal pay increase is necessary, and

**Whereas,** that Committee has determined that it would be more appropriate to consider both the City's most recent experience of pay adjustments together with the current market conditions, including input from LELS Local 290, and

**Whereas,** the wage comparisons conducted by LELS indicate that the City's pay to patrol officers continues to be slightly below the average pay for similarly sized and similarly situated cities, and

Whereas, the nation's economy has experienced record high rates of inflation which threatens the standard of living for the City's employees just as it threatens all other people within the community, state and nation,

#### NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE

**CITY OF CHATFIELD** that the City's pay grid, and the pay for part-time and seasonal employees, be adjusted upward by 4.00% effective January 1, 2024.



### Resolution 2023-14 Certifying the Property Tax Levy for Taxes Payable in 2024

**WHEREAS**, the City of Chatfield has prepared a budget for the operations of the City of Chatfield for the 2024 calendar year, and

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

Fund Name	2024	
General Fund	\$1,899,325	
2012A Debt Service	\$0	
2014A Debt Service	\$42,000	
2016A Debt Service	\$102,000	
2017A Debt Service	\$0	
2019A Debt Service	\$38,000	
2022B Debt Service	\$0	
2023A Debt Service	\$190,000	
Total Non-Referendum Base Levy	\$2,271,325	
2018A Referendum Based Levy	\$317,000	
Total Tax Asking	\$2,588,325	

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

**WHEREAS**, the City Council would like to declare a date, time and place of that regular meeting at which public input will be invited,

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Chatfield, County of Fillmore, Minnesota, that the 2024 preliminary budget and property tax levy be adopted,

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

**AND BE IT YET FURTHER RESOLVED** that the proposed budget and tax levy will be discussed at 7:00 p.m. on Monday, December 11, 2023, during the regularly scheduled meeting of the Chatfield City Council which will be held at the Thurber Community Building, at 21 Second Street SE.