

CITY OF CHATFIELD CITY COUNCIL

AGENDA

City Council Chambers - 21 SE Second Street, Chatfield, MN 55923

March 10, 2025, 7:00 P.M.

- I. Open Meeting
Roll Call
- II. Pledge of Allegiance
- III. Approve Agenda - Additions or Corrections
- IV. Consent Agenda
 - a. [2025 02 24 Regular Meeting Minutes](#)
 - b. [Accounts Payable Claims Listings](#)
 - c. [Resolution 2025-08 - Requesting Coverage for a Non-Profit Corporation](#)
 - d. [Resolution 2025-06 - Close Construction Project Fund 423 2023A Prospect & Grand Street](#)
 - e. [Resolution 2025-09 - Close Debt Service Fund 334 2014A Twiford Bench Street](#)
 - f. [Resolution 2025-10 Close Debt Service Fund 338 2017A Enterprise Drive](#)
- V. 2024 Audit Presentation - Smith Schafer
 - a. [2024 Financial Audit Presentation](#)
- VI. Continued Business
 - a. [Minnesota Energy Resources Franchise Agreement - Ordinance 477](#)
Second Review. Motion to approve as presented. Motion to approve publishing.
- VII. New Business
 - a. [Ordinance 478 - Mediacom Franchise Agreement](#)
First Review, no action to be taken.
 - b. [Utility Fee Waiver Program for new Single Family Homes](#)
Motion to approved continuation of the program waiving water and sewer utility connection fees for single family residential new home construction through 2025 as recommended by the EDA.
- VIII. Committee Reports
 - a. [Personnel | Budget Committee](#)
 - b. [Public Works Committee](#)
- IX. Mayor's Report
- X. City Administrator's Report

XI. Roundtable

XII. Next Meetings: Monday, March 24, 2025 Public Services (4:30 p.m.), Park & Recreation (5:30 p.m.), City Council (7:00 p.m.)

XIII. Adjourn



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: 2025 02 24 Regular Meeting Minutes

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2025.02.24.Regular Meeting Minutes.pdf](#)

**CITY OF CHATFIELD
COMMON COUNCIL
MEETING MINUTES**

Monday, February 24, 2025

The Common Council of the City of Chatfield met in regular session on Monday, February 24, 2025. Mayor John McBroom presided and called the regular meeting to order at 7:00 PM

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

Members absent: None.

Others Present: Karen Reisner, Lynda Carver, Gretchen Lovejoy-Mensink, Allison Bentley, Michele Peterson, Beth Carlson

Approve Agenda – Additions or Corrections

Paul Novotny entered a motion, with a second by Pam Bluhm, to approve the agenda as presented.

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

Nays: None

Motion carried.

Consent Agenda

Dave Frank entered a motion, with a second by Paul Novotny, to approve the consent agenda which included the following items:

1. 2025.02.10 Regular Meeting Minutes
2. Accounts Payable Claims Listing:

Batch Name	Amount
2025 02FA02	\$215,781.78
2025 02FA02U	\$22,197.71
2025 02FC2024DURfnd2	\$4,429.32
2025 02ADM02	\$1,296.82
2025 02ADM03	\$122.17
2025 02USPSUBPRMT3	\$350.00
Total	\$244,177.80

3. Seasonal Mowing Position
4. Resolution 2025-06 - Close Construction Project Fund 423 2023A Prospect & Grand Street
5. CCTV Seasonal Event Coordinator - Softball, EB Allen
6. CCTV Seasonal Coordinator Contract - Baseball, Andy O'Connor
7. Resolution 2025-07 Delegating Registration Authority to Fillmore County
8. Fillmore County Ambulance Subsidy Contract

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

Nays: None

Motion carried.

Mill Creek Banner Improvements

Josh Broadwater entered a motion, with a second by Dave Frank, to Motion to approve the additional size and price increase for Mill Creek Banner Improvements, as recommended.

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

Nays: None

Motion carried.

Liability Insurance Coverage Option – CCA Inc

The city has no involvement in the hiring volunteers and staff, therefore the city should not be held liable for those people. The EDA is recommending that the liability insurance coverage should shift to CCA Inc as they are responsible for the hiring of the volunteers and staff.

Paul Novotny entered a motion, with a second by Pam Bluhm, to Motion to approve CCA Inc provide their own liability insurance coverage as recommended by the EDA with Resolution 2025-08 a resolution Requesting Coverage for a Non-Profit Corporation.

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

Nays: None

Motion carried.

Public Works 2025 Crack Filling Plan & Chip-Sealing Projects

Public Works Director, Brian Burkholder has put together plans for Crack Filling and Chip Sealing projects to be completed in 2025.

Paul Novotny entered a motion, with a second by Josh Broadwater, to Motion to approve plans as submitted and recommended by staff and the Public Works Committee for Crack Filling and Chip-Sealing projects.

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

Nays: None

Motion carried.

Committee Reports

Public Services Committee

The topic of discussion was police car repairs.

Committee of the Whole

The Committee of the Whole met and went over the strategic plan review.

Mayor's Report

Mayor McBroom congratulated the wrestlers, as a team and individuals, who are going to the state tournament.

City Administrator's Report

Pedestrian Bridge Submittal

One bid was received for the pedestrian bridge and is was too low to accept. Staff is recommending a reserve be set if it is placed out for bid again.

Josh Broadwater entered a motion, with a second by Dave Frank, to authorize the Personnel/Budget Committee to set a reserve (minimum acceptable bid) for future bid proposals on the bridge.

Monday, February 24, 2024 - Regular Meeting

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

Nays: None

Motion carried.

Informational Item

Staff is working on putting together a proposal for a job description for the deputy clerk position that will be opening up upon the retirement of a current staff member. Personnel/Budget will be looking at that proposal and forwarding their recommendation on to council.

Roundtable

Congratulations and good luck sentiments were given to our wrestlers going to state.

Adjourn

Mike Urban entered a motion, with a second by Pam Bluhm, to adjourn at 7:11 PM.

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

Nays: None

Motion carried.

/s/Beth M Carlson
City Clerk



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Accounts Payable Claims Listings

Subject | Summary: Consider approval of accounts payable.

Agenda Category: Consent Agenda

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount: \$113,986.80

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[Batch Listing1 - 2025 03FA01 \\$69,443.33.pdf](#)

[Batch Listing2 - 2025 03FA01U \\$12,929.05.pdf](#)

[Batch Listing3 - 2025 0225VNDRPR \\$30,955.96.pdf](#)

[Batch Listing4 - 2025 02UBPSTG \\$650.55.pdf](#)

[Batch Listing5 - 2025 03ADM01 \\$7.95.pdf](#)



City of Chatfield

Batch Listing - Unposted Summary

Current Period: March 2025

2025 03FA01

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
ALLEGRA						
29209		E 100-42110-210	Police Administrati	Operating Expenses	\$145.10	TB & RE BSNSS CRDS
					\$145.10	
ALLEGRA						
AMERICAN TEST CENTER, INC.						
225042		E 100-43100-403	Street Maintenanc	Prev. Maint. Agreements	\$475.00	BCT TRCK INSPCTN
					\$475.00	
AMERICAN TEST CENTER, INC.						
BADGER METER						
		E 601-49400-403	Water Utilities (GE	Prev. Maint. Agreements	\$111.19	1/2 BCN FXD NTRWK PER UNITwMBL
		E 602-49450-403	Sewer (GENERAL)	Prev. Maint. Agreements	\$111.19	1/2 BCN FXD NTRWK PER UNITwMBL
					\$222.38	
BADGER METER						
BAKER & TAYLOR BOOKS						
01/31/2		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$673.81	ACCOUNT L6248262
					\$673.81	
BAKER & TAYLOR BOOKS						
BLACKSTONE PUBLISHING						
218707		E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$39.99	CUSTOMER ID 168011
218546		E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$31.99	CUSTOMER ID 168011
					\$71.98	
BLACKSTONE PUBLISHING						
BOUND TREE MEDICAL						
856723		E 230-42270-210	Ambulance	Operating Expenses	\$170.94	SPPLS - ALBTRL EMSS BG DSPNSR
856723		E 230-42270-210	Ambulance	Operating Expenses	\$39.26	SPPLS - SNZD
					\$210.20	
BOUND TREE MEDICAL						
CANON FINANCIAL SERVICES, INC.						
383982		E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$108.44	832780-1 COLOR COPIER
					\$108.44	
CANON FINANCIAL SERVICES, INC.						
CENGAGE LEARNING						
869006		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$15.39	ACCT 23762978
					\$15.39	
CENGAGE LEARNING						
CENTER POINT LARGE PRINT						
213734		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$75.31	
					\$75.31	
CENTER POINT LARGE PRINT						
CHATFIELD CENTER FOR THE ARTS						
MAR 20		E 250-46630-310	Community Dev -	Other Professional Servic	\$2,000.00	EDA|CCA AGRMNT 09/2022-08/2028
					\$2,000.00	
CHATFIELD CENTER FOR THE ARTS						
CULLIGAN WATER						
02/28/2		E 100-41500-210	City Clerk	Operating Expenses	\$44.45	WTR SRVC
					\$44.45	
CULLIGAN WATER						
CUSTOM ALARM						
600901		E 212-45500-504	Libraries (GENERA	Cap. Outlay-Library Impr	\$14,142.54	FR ALRM SYS UPGRD
601585		E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$220.44	LIBRARY #4926
					\$14,362.98	
CUSTOM ALARM						
DEB BROWN						
03/01/2		E 211-45500-211	Libraries (GENERA	Program Expenses	\$360.00	COOKIE DCRTNG CLASS 30X12
					\$360.00	
DEB BROWN						
EXPERT BILLING, LLC						
5009		E 230-42270-435	Ambulance	Licences, Permits and Fe	\$1,044.00	TRANSPORTS BILLED - JAN



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
EXPERT BILLING, LLC					\$1,044.00	
FIRE SAFETY USA, INC						
198271	E 220-42280-404	Fire Department *	Repairs/Maint Equipment		\$820.95	FD-ANN INSP EXT & LHGTNG
FIRE SAFETY USA, INC					\$820.95	
GRANICUS						
198384	E 100-41500-438	City Clerk	Internet Expenses		\$1,166.93	1/12 08/01/2024-07/31/2025 PKAgnd
GRANICUS					\$1,166.93	
INDUSTRIAL CHEM LABS & SERVICES INC						
407675	E 602-49450-404	Sewer (GENERAL)	Repairs/Maint Equipment		\$464.72	SWR CLNR
INDUSTRIAL CHEM LABS & SERVICES INC					\$464.72	
JOHN CARLIN						
2/4/202	E 211-45500-211	Libraries (GENERA	Program Expenses		\$50.00	BCKYRD SYRPNG
JOHN CARLIN					\$50.00	
LAURIE BYRNE						
3/27/25	E 211-45500-211	Libraries (GENERA	Program Expenses		\$300.00	25 KOMBUCHA CLASS
LAURIE BYRNE					\$300.00	
LINDE						
483993	E 100-43100-210	Street Maintenanc	Operating Expenses		\$55.78	HIGH PRESSURE
LINDE					\$55.78	
LOFFLER						
493262	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment		\$68.12	CANON DXC3725I OVERAGE CHARGE
LOFFLER					\$68.12	
MARCO TECHNOLOGIES LLC.						
INV135	E 100-41910-435	Planning and Zoni	Licences, Permits and Fe		\$10.00	1 PLNG DEPT EXCHNG ON LN + ACTV
INV135	E 230-42270-435	Ambulance	Licences, Permits and Fe		\$40.00	2 AMB BS PRM
INV135	E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe		\$40.00	2 WW BS PRM
INV135	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe		\$20.00	1 WTR BS PRM
INV135	E 240-46500-435	Economic Dev (GE	Licences, Permits and Fe		\$10.00	1 EDA EXCHNG ON LN + ACTV DRCTR
INV135	E 100-45200-435	Parks (GENERAL)	Licences, Permits and Fe		\$20.00	1 PARKS BS PRM
INV135	E 100-45124-435	Swimming Pools -	Licences, Permits and Fe		\$10.00	1 POOL EXCHNG ON LN + ACTV DRCT
INV135	E 100-42110-435	Police Administrati	Licences, Permits and Fe		\$200.00	10 PD MS BS PRM
INV135	E 100-41500-435	City Clerk	Licences, Permits and Fe		\$110.00	5 MS BUS PREM & 1 VM EXCH + ACTV
INV135	E 100-41100-435	Legislative	Licences, Permits and Fe		\$60.00	6 LEG EXCHNG ON LN P1 & ACTV DRC
INV135	E 220-42280-435	Fire Department *	Licences, Permits and Fe		\$20.00	1 FD BS PRM
INV135	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe		\$20.00	1 MS BS PRM
MARCO TECHNOLOGIES LLC.					\$560.00	
MAYO CLINIC						
74218	E 230-42270-415	Ambulance	Medical Services		\$340.00	PRMDC INTRCPT-01/28 - 02/26/2025
MAYO CLINIC					\$340.00	
MN DEPT OF HEALTH						
JAN-MA	E 601-49400-386	Water Utilities (GE	Well Testing Fees		\$2,767.00	SYSTEM 123002 QTRLY 1,139 CNNCTN
MN DEPT OF HEALTH					\$2,767.00	
MOTOROLA						
828207	E 801-42110-580	Police Administrati	Cap. Outlay-Other Equip		\$4,500.00	BDY CMRS -HDW UPLOAD APPLNC & E
MOTOROLA					\$4,500.00	
NEW LINE MECHANICAL						



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	24279	E 251-46630-404	Community Dev -	Repairs/Maint Equipment	\$625.00	RPR EXHST PP LK BLR #3
		E 250-46630-404	Community Dev -	Repairs/Maint Equipment	\$0.00	ANNL PM
	25053	E 251-46630-404	Community Dev -	Repairs/Maint Equipment	\$2,373.00	RBLD PMP SL
	25034	E 250-46630-404	Community Dev -	Repairs/Maint Equipment	\$8,022.77	FX LKS RFLG GLYCOL
NEW LINE MECHANICAL					\$11,020.77	
OLMSTED COUNTY - FNC | PRL | TRSRY						
	ASSE-1	E 100-41500-310	City Clerk	Other Professional Servic	\$870.00	2025 SPCL ASSSSMNTS:29 @\$30
OLMSTED COUNTY - FNC | PRL | TRSRY					\$870.00	
PLAYAWAY PRODUCTS						
	491243	E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$529.95	AMZNG MCHNES CRS CRTTRS ABC MS
PLAYAWAY PRODUCTS					\$529.95	
QUILL.COM						
	426519	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$314.94	Z TWL BR TSS CPY PPR
QUILL.COM					\$314.94	
SCHUMACHER ELEVATOR CO						
	906387	E 211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$170.78	LIB ELEV MAINT
SCHUMACHER ELEVATOR CO					\$170.78	
SELCO						
	053154	E 211-45500-414	Libraries (GENERA	Automated Operations	\$467.83	ILS PCKG-PUBLICS
	053220	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$3,800.00	PC LEASING - 2025 6DT 1LT 1ACCSRY
SELCO					\$4,267.83	
STEWARTVILLE AUTO CENTER						
	#25-02	E 100-42110-311	Police Administrati	Towing/Wrecker Fees	\$210.00	2017 FRD EXP
STEWARTVILLE AUTO CENTER					\$210.00	
STREAMLINE						
	OBE128	E 211-45500-438	Libraries (GENERA	Internet Expenses	\$100.00	STRMLN FLX - FEB 1-MAR 1, 2025
STREAMLINE					\$100.00	
SUNSHINE FOODS						
	3/1/202	E 100-41100-210	Legislative	Operating Expenses	\$15.27	ACCT 317 - COW FOOD
SUNSHINE FOODS					\$15.27	
US BANK ONE CARD						
	2-25-20	E 211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$89.95	DSCNT MGS - THE NEW YORKER
	2-25-20	E 601-49400-404	Water Utilities (GE	Repairs/Maint Equipment	\$185.90	SHPPNG PRT TO RPR
	2-25-20	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$10.00	CRAMERS AUTO WASH - FOX
	2-25-20	E 100-43100-435	Street Maintenanc	Licences, Permits and Fe	\$0.99	APPLE.COM - ICLOUD STORAGE
	2-25-20	E 100-42110-404	Police Administrati	Repairs/Maint Equipment	\$10.00	CRAMERS AUTO WASH - FOX
	2-25-20	E 211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$35.00	CNSMR RPRTS
	2-25-20	E 211-45500-591	Libraries (GENERA	Cap. Outlay-Magazines	\$29.97	PNR WMN
	2-25-20	E 211-45500-433	Libraries (GENERA	Dues and Subscriptions	\$47.88	QUICKEN - CLSSC STRTR
	2-25-20	E 100-45200-152	Parks (GENERAL)	Clothing	\$155.99	SCHEELS - DF WRK BT
	2-25-20	E 100-43100-433	Street Maintenanc	Dues and Subscriptions	\$95.00	FILL-RITE BFS SBSCPTN
	2-25-20	E 230-42270-209	Ambulance	Training Institution	\$54.70	VTL SRC - EMRGNCY CARE (PEARSON)
	2-25-20	E 100-41100-309	Legislative	Conference Expense	\$332.68	LMC LDGNG - PB - CROWNE PLAZA
	2-25-20	E 900-49990-811	Memo Fund	Pass Through Account	\$26.50	US MINT - BC - PRSNL CHRG IN ERRO
	2-25-20	E 100-43100-152	Street Maintenanc	Clothing	\$134.99	RED WING - BB SMMR SHS
	2-25-20	E 100-43100-152	Street Maintenanc	Clothing	\$215.02	RED WING - BB WRK BT STL
	2-25-20	R 100-41500-3955	City Clerk		-\$160.84	REBATE
	2-25-20	E 100-41100-210	Legislative	Operating Expenses	\$68.35	SUBWAY - COW FD



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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	2-25-20	E 100-42110-322	Police Administrati	Postage	\$9.68	USPS - CERTIFIED MAIL
US BANK ONE CARD					\$1,341.76	
WHV INC						
	121109	E 251-46630-404	Community Dev -	Repairs/Maint Equipment	\$783.00	AHU 4 FRZ STAT
WHV INC					\$783.00	
WINONA COUNTY						
	3268	E 230-42270-208	Ambulance	Training and Instruction	\$24.00	CPR - BLS
	3268	E 230-42270-209	Ambulance	Training Institution	\$72.00	CPR - BLS
WINONA COUNTY					\$96.00	
WM HANSON WASTE REMOVAL						
	FEB 20	E 100-41940-384	Municipal Building	Refuse/Garbage Disposal	\$60.54	GARBAGE SERVICE - CITY HALL
	FEB 20	E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$2,132.48	GARBAGE SERVICE - OC ENVIRON FEE
	FEB 20	E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$15,025.08	GARBAGE SERVICE - 1,154 P/U @ 13.
	FEB 20	E 603-49500-384	Refuse/Garbage (	Refuse/Garbage Disposal	\$1,322.58	GARBAGE SERVICE - FUEL SURCHARG
	FEB 20	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$73.99	GARBAGE SERVICE - CTY MNT BLDG
	FEB 20	E 602-49450-384	Sewer (GENERAL)	Refuse/Garbage Disposal	\$129.14	GARBAGE SERVICE - WWTP
	FEB 20	E 100-45200-384	Parks (GENERAL)	Refuse/Garbage Disposal	\$76.68	GARBAGE SERVICE - FIRE HALL
WM HANSON WASTE REMOVAL					\$18,820.49	
2025 03FA01					\$69,443.33	
					\$69,443.33	



City of Chatfield

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2025 03FA01U

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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
AMAZON CAPITAL SERVICES, INC.						
	1NRP-C	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$12.99	BTH FOMNG CLNR
	1NRP-C	E 100-41500-240	City Clerk	Small Tools and Minor E	\$8.99	PHN EXT CORD
	1NRP-C	E 100-41500-240	City Clerk	Small Tools and Minor E	\$14.99	TNSN ROD
	1NRP-C	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$28.62	WOD FURN CLNR
	1NRP-C	E 211-45500-416	Libraries (GENERA	Cleaning Service	\$38.97	ISOPRPL ALCHL
	1NRP-C	E 100-41500-240	City Clerk	Small Tools and Minor E	\$58.65	LBL WRTR
	1NRP-C	E 100-42110-152	Police Administrati	Clothing	\$8.90	DTY BKL BLT SYS
	1NRP-C	E 211-45500-593	Libraries (GENERA	Cap. Outlay-Non Print M	\$144.26	DVDS
	1NRP-C	E 211-45500-200	Libraries (GENERA	Office Supplies (GENERA	\$58.60	100 CN ENVLPS
	1NRP-C	E 211-45500-200	Libraries (GENERA	Office Supplies (GENERA	\$10.95	GUD T MPPL TPPNG
	1NRP-C	E 100-41500-240	City Clerk	Small Tools and Minor E	\$15.46	BLKOT CRTNS
AMAZON CAPITAL SERVICES, INC.					\$401.38	
CENEX FLEET FUELING						
	307904	E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$29.15	POLICE SQUAD 3
CENEX FLEET FUELING					\$29.15	
CHATFIELD PARTS HOUSE						
	955590	E 100-42110-240	Police Administrati	Small Tools and Minor E	\$12.99	PWR STR 8 FT CRD
	954281	E 100-43100-210	Street Maintenanc	Operating Expenses	\$49.92	5GAL PNT , POUR SPT
	953871	E 100-42110-212	Police Administrati	Vehicle Operating Suppli	\$17.49	FUEL/EXHST SYSTM
	953902	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$12.79	2.5 DEF
	954189	E 100-43100-210	Street Maintenanc	Operating Expenses	\$35.48	TRM SPLCE HEAT,TUBE, CRCT TSTR
	954366	E 100-42110-240	Police Administrati	Small Tools and Minor E	\$14.99	PWR STRP SRG
	954297	E 100-43100-210	Street Maintenanc	Operating Expenses	\$21.47	DEICE, ANTI FOG,
CHATFIELD PARTS HOUSE					\$165.13	
CITY OF CHATFIELD						
	02/20/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$318.97	10-00000081-008 CITY SHOP
	02/20/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$70.34	10-00002410-91-8 PWFAC1
	02/20/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$70.34	10-00000101-01-4 PWFAC2
	02/20/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$111.92	10-00000001-00-4 THURBER BLDG GA
	02/20/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$69.53	10-00000051-00-9 FIRE HALL
	02/20/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$294.45	10-00000031-00-3 WWTP
	02/20/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$70.34	10-00000011-00-7 PUBLIC LIBRARY
CITY OF CHATFIELD					\$1,005.89	
EARL F. ANDERSON						
	013872	E 100-43100-210	Street Maintenanc	Operating Expenses	\$703.75	SIGNS (PRVSLY801 NOT OPS)
EARL F. ANDERSON					\$703.75	
EO JOHNSON BUSINESS TECHNOLOGIES						
	386297	E 100-42110-413	Police Administrati	Equipment Rental / Leas	\$89.61	RICOH2510 25PPM (Lease Only)
	386297	E 100-41500-413	City Clerk	Equipment Rental / Leas	\$408.23	RICOH4510 45PPM (162.36+243.7Srv
EO JOHNSON BUSINESS TECHNOLOGIES					\$497.84	
GOPHER STATE ONE CALL						
	502028	E 601-49400-310	Water Utilities (GE	Other Professional Servic	\$1.35	ACCOUNT #MN00240
GOPHER STATE ONE CALL					\$1.35	
GRAYBAR ELECTRIC COMPANY, INC.						
	934082	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$1,762.64	REV 4 SUN VLLY LTG STNDRD'
	934096	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$246.88	DLVRY OF ST LGHTS
GRAYBAR ELECTRIC COMPANY, INC.					\$2,009.52	



City of Chatfield
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Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
HBC						
	03/02/2	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$110.98	1439299 BUS VALUE PKG 120MBPS
	03/02/2	E 602-49450-321	Sewer (GENERAL)	Telephone	\$43.64	1439299 867-4321BASIC & TOLL
					<u>\$154.62</u>	
HBC						
HUNTINGTON ELECTRIC LLC						
	7210	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$170.00	RPR WRNG IN STRT LGHT
	7209	E 100-41940-401	Municipal Building	Repairs/Maint Buildings	\$273.04	LBR RPAR LGHTS, OUTLET
					<u>\$443.04</u>	
HUNTINGTON ELECTRIC LLC						
LMC						
	425146	E 100-43100-208	Street Maintenanc	Training and Instruction	\$20.00	2025 SFTY LSS CNTRL WRKSHP
					<u>\$20.00</u>	
LMC						
LOCATORS & SUPPLIES, INC.						
	031915	E 100-43100-210	Street Maintenanc	Operating Expenses	\$16.46	WOOD HNDL GRG BRM
					<u>\$16.46</u>	
LOCATORS & SUPPLIES, INC.						
LUMEN-LEVEL3 (WEBEX)						
	724867	E 100-41500-320	City Clerk	Communications (GENER	\$244.38	WEBEX 10@23 + TAX/LIC
					<u>\$244.38</u>	
LUMEN-LEVEL3 (WEBEX)						
MINNESOTA ENERGY RESOURCES						
	02/26/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$46.93	00016 100 OTR GNRTR
	02/26/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA	\$411.95	00005 LIBRARY
	02/26/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$323.09	00002 FH 25% STREET
	02/26/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$45.00	000011 POOL
	02/26/2	E 100-41940-380	Municipal Building	Utility Services (GENERA	\$495.65	00001 MUNI 1/3
	02/26/2	E 100-42110-380	Police Administrati	Utility Services (GENERA	\$495.65	00001 MUNI - POLICE 1/3
	02/26/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$1,080.33	00003 WWTP - LIBRARY LN
	02/26/2	E 230-42270-380	Ambulance	Utility Services (GENERA	\$495.65	00001 MUNI - AMB 1/3
	02/26/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$193.86	00002 FH 15% WATER
	02/26/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$48.89	00015 547 HLLSD BSTR STTN
	02/26/2	E 220-42280-380	Fire Department *	Utility Services (GENERA	\$775.41	00002 FH 60% FIRE
	02/26/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$670.25	00014 PPLS 19 SCND ST SW
					<u>\$5,082.66</u>	
MINNESOTA ENERGY RESOURCES						
OTIS ELEVATOR COMPANY						
	100401	E 100-41940-403	Municipal Building	Prev. Maint. Agreements	\$262.00	MNCPLBLDLNG MNTHLY ELVTR MAINT
					<u>\$262.00</u>	
OTIS ELEVATOR COMPANY						
QUILL.COM						
	428803	E 100-41940-210	Municipal Building	Operating Expenses	\$79.99	BATH TISSUE
	429767	E 100-41500-210	City Clerk	Operating Expenses	\$86.99	Hp COPY PAPER
	429767	E 100-41500-210	City Clerk	Operating Expenses	\$23.79	TLL GRBG BGS
	428803	E 100-41940-210	Municipal Building	Operating Expenses	\$68.99	BIG Z FOLD TWLS
					<u>\$259.76</u>	
QUILL.COM						
REINDERS						
	319716	E 100-45200-210	Parks (GENERAL)	Operating Expenses	\$276.68	FERTLZR, PSTICDE
					<u>\$276.68</u>	
REINDERS						
UC LABORATORY						
	123116	E 602-49450-217	Sewer (GENERAL)	Testing	\$773.44	WWTP LABS
					<u>\$773.44</u>	
UC LABORATORY						
ZARNOTH BRUSH WORKS						



City of Chatfield

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Check		Invoice	Account	Dept Descr	Object Descr	Amount	Comments
Nbr							
		020103	E 100-43100-210	Street Maintenanc	Operating Expenses	\$582.00	BOBCT POLY BRM REFL
ZARNOTH BRUSH WORKS						\$582.00	
2025 03FA01U						\$12,929.05	
						\$12,929.05	

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City of Chatfield
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2025 0225VNDRPR

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Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
CHATFIELD PUBLIC LIBRARY							
	112872	2025-0	R 211-45500-3620	Libraries (GENERA		-\$125.00	PR VNDR LBLTY
		2025-0	G 910-21728			\$125.00	PR VNDR LBLTY
						<u>\$0.00</u>	
CHATFIELD PUBLIC LIBRARY							
EFTPS							
	112867	147062	G 910-21709			\$1,756.42	PR VNDR LBLTY
		147062	G 910-21703			\$5,623.80	PR VNDR LBLTY
		147062	G 910-21701			\$5,350.53	PR VNDR LBLTY
						<u>\$12,730.75</u>	
EFTPS							
EMPOWER | MNDCP							
	112870	127315	G 910-21719			\$1,031.40	PR VNDR LBLTY
						<u>\$1,031.40</u>	
EMPOWER | MNDCP							
HEALTHEQUITY							
	112871	okicwpp	G 910-21726			\$3,110.34	PR VNDR LBLTY
						<u>\$3,110.34</u>	
HEALTHEQUITY							
MN REVENUE							
	112868	0-217-9	G 910-21702			\$2,107.21	PR VNDR LBLTY
						<u>\$2,107.21</u>	
MN REVENUE							
NCPERS GROUP LIFE INSURANCE							
	384000		G 910-21707			\$128.00	PR VNDR LBLTY
						<u>\$128.00</u>	
NCPERS GROUP LIFE INSURANCE							
PERA							
	112869	somper	G 910-21704			\$6,708.20	PR VNDR LBLTY
		somper	G 910-21705			\$4,841.49	PR VNDR LBLTY
						<u>\$11,549.69</u>	
PERA							
SUN LIFE ASSURANCE COMPANY							
	112873	149922	G 910-21720			\$165.24	PR VNDR LBLTY
						<u>\$165.24</u>	
SUN LIFE ASSURANCE COMPANY							
TASC							
	112874	02/27/2	G 910-21714			\$133.33	PR VNDR LBLTY
						<u>\$133.33</u>	
TASC							
2025 0225VNDRPR						<u>\$30,955.96</u>	
						<u>\$30,955.96</u>	

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City of Chatfield

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2025 02UBPSTG

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Check							
Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments	
UNITED STATES POSTAL SERVICE							
112875	651269	E 603-49500-322	Refuse/Garbage (	Postage	\$125.04	UB PSTG ALLCTN 2025 19.22%	
	651269	E 602-49450-322	Sewer (GENERAL)	Postage	\$377.90	UB PSTG ALLCTN 2025 58.09%	
	651269	E 601-49400-322	Water Utilities (GE	Postage	\$147.61	UB PSTG ALLCTN 2025 22.69%	
UNITED STATES POSTAL SERVICE					\$650.55		
2025 02UBPSTG					\$650.55		
					\$650.55		

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2025 03ADM01

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Check	Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
PRIORITY PAYMENT SYSTEMS							
	112877	2/28/25	E 100-45124-323	Swimming Pools -	Administration Expense	\$7.95	CC PROCESSING FEES
PRIORITY PAYMENT SYSTEMS						\$7.95	
2025 03ADM01						\$7.95	
						\$7.95	

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CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Resolution 2025-08 - Requesting Coverage for a Non-Profit Corporation

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background: Approving this resolution will allow Chatfield Center for the Arts Inc to obtain insurance through the League of Minnesota Cities Insurance Trust if they so choose. It does also require that if for some reason they were unable to pay the premium, the City of Chatfield would be responsible for those premiums.

Attachments:

[2025-08 CCA Liability Insurance Resolution.pdf](#)

Resolution 2025-08

Requesting Coverage for a Non-Profit Corporation

Resolution Requesting the League of Minnesota Cities Insurance Trust to Accept Chatfield Center for the Arts Inc., in its coverage programs

Whereas, the League of Minnesota Cities Insurance Trust (LMCIT) provides property, liability, automobile, and workers compensation coverages to member cities; and

Whereas, LMCIT will provide coverage to non-profit corporations which are instrumentalities of a member city; and

Whereas, the City of Chatfield is a member of LMCIT; and

Whereas, Chatfield Center for the Arts Inc. is a non-profit corporation which as an instrumentality of the City provides facilities in which numerous individual, community, educational, cultural and entertainment events can be are conducted or accommodated on behalf of the City; and

Whereas, Chatfield Center for the Arts Inc. wishes to obtain coverage through LMCIT;

Be It Resolved by the City Council of the City of Chatfield that the City hereby authorizes Chatfield Center for the Arts Inc. to participate in LMCIT; and

Be It Further Resolved that the City of Chatfield agrees to be secondarily responsible for any premiums, assessments, or other amounts which may now or in the future be owed to LMCIT by Chatfield Center for the Arts Inc.

Approved by the City Council of Chatfield, Minnesota this 10th day of March 2025.

/s/Beth M Carlson
City Clerk
City of Chatfield



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Resolution 2025-06 - Close Construction Project Fund 423 2023A Prospect & Grand Street

Subject | Summary: Close Completed Street Project Construction Funds & Transfer Balance to the Associated Debt Service Fund

- 423 2023A Prospect & Grand Street \$222,125.54 transfer to 323

Agenda Category: Consent Agenda

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code: Close Completed 2023 Street Construction Project Fund & Transfer Balance to the Associated Debt Service Fund

- E 423-43200-700 2023A Prospect & Grand Street CF | R 323-47000-39201 2023A Grand & Prospect DS - \$222,125.54

Background:

Attachments:

[2025-06.2 Authorizing Transfer of funds and Closure.Amended.pdf](#)

City of Chatfield

Resolution 2025-06.2

Resolution Authorizing the Transfer of Funds and to Close Certain Accounting Funds Due to Obsolescence - Amended

Whereas, the City of Chatfield uses a Fund Accounting system of tracking revenues, expenses, and cash balances relating to various activities, projects, and obligations, and

Whereas, the City of Chatfield authorizes the transfer of funds to meet its budgetary obligations, and

Whereas, there is no longer a need to maintain a Fund for various activities, and

Now Therefore, Be It Resolved that the City Council authorizes the following transfer of funds and to close certain funds:

<u>Transfer From</u>	<u>Amount</u>	<u>Transfer To</u>	<u>Detail</u>
2023A Construction (423-43200-700)	\$63,789.15 \$222,125.24	2023A Debt Service (323-47000-39201)	Project Completion

<u>Fund</u>	<u>Action</u>
423 2023A Prospect & Grand St Construction Fund	Authorization to close due to obsolescence

Approved by the Chatfield City Council this 10th day of March 2025.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Resolution 2025-09 - Close Debt Service Fund 334 2014A Twiford Bench Street

Subject | Summary: Close completed 2014A Twiford | Bench Street Debt Service Fund & Transfer Fund Balance to the funds associated bond revenue sources;

- 55% Governmental / General Fund
- 24% Water Fund
- 21% Sewer (WW)

Agenda Category: Consent Agenda

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code: Close 2014A Debt Service Fund and Transfer Balance to the bond revenue source funds;

- E 334-47000-700 2014A Transfer Out \$20,357.57
- R 100-41000-39201 General Revenue Transfer In 55% \$11,196.66
- R 601-49400-39201 Water 24% \$4,885.82
- R 602-49450-39201 Sewer (WW) 21% \$4,275.09

Background:

Attachments:

[2025-09 Transfer & Closure of Fund - 2014A 334.pdf](#)

City of Chatfield

Resolution 2025-09

Resolution Authorizing the Transfer of Funds and Closure of Obsolete Accounting Fund

Whereas, the City of Chatfield uses a Fund Accounting system of tracking revenues, expenses, and cash balances relating to various activities, projects, and obligations, and

Whereas, the City of Chatfield authorizes the transfer of funds to meet its budgetary obligations, and

Whereas, there is no longer a need to maintain a Fund for various activities, and

Now Therefore, Be It Resolved that the City Council authorizes the following transfer of funds and to close certain funds:

<u>Transfer From</u>	<u>Amount</u>	<u>Transfer To</u>	<u>Detail</u>
2014A Debt Service | 334-47000-700	\$20,357.57	Associated bond revenue source funds; 55% General Fund | 100-41000-39201 24% Water | 601-49400-39201 21% Waste Water | 602-49450-39201	Bond Obligation Complete

<u>Fund</u>	<u>Action</u>
334 2014A Twiford | Bench Street Debt Service	Authorization to close due to obsolescence – Final bond obligation payment completed as of Feb. 1, 2025

Approved by the Chatfield City Council this 10th day of March 2025.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Resolution 2025-10 Close Debt Service Fund 338 2017A Enterprise Drive

Subject | Summary: Formalize by resolution 2025-10 action approved 01/27/2025

This is the GO Tax Abatement Note for Enterprise Drive. The debt is paid with levy, small city aid, and Enterprise Drive Lot sales. The fund balance was sufficient enough that this bond was not included in the 2024 or 2025 levy. To align with the our goal of providing a consistent tax rate, the recommendation is to pay this note effective 02/01/2025, which is three years earlier than the scheduled final bond payment.

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount: \$202,850.00

Ongoing Cost : \$0

One-Time Cost : \$202,850.00

Included in Current Budget?: No principal or interest payment was budgeted for 2025, as the discussions during budgeting sessions were to pay this off in 2024, however the bond pay off schedule allows for pay off annually on February 1st.

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code: 338 2017A - Principal - 338-47000-601 \$200,000
338 2017A - Interest - 338-47000-611 \$2,850

Background: No principal or interest payment was budgeted for 2025, as the discussions during budgeting sessions were to pay this off in 2024, however the bond pay off schedule allows for pay off annually on February 1st.

Debt Service Funds available = \$173,771.83 | Enterprise Drive Rebate Reserve Funds proposed \$29,078.17 (still leaves a Enterprise Drive Reserve Fund Balance of ~\$26,000)

Attachments:

[2025-10 Transfer & Closure of Fund - 2017A DS 338.pdf](#)

City of Chatfield

Resolution 2025-10

Resolution Authorizing the Transfer of Funds and Closure of Obsolete Accounting Fund

Whereas, the City of Chatfield uses a Fund Accounting system of tracking revenues, expenses, and cash balances relating to various activities, projects, and obligations, and

Whereas, the City of Chatfield authorizes the transfer of funds to meet its budgetary obligations, and

Whereas, there is no longer a need to maintain a Fund for various activities, and

Now Therefore, Be It Resolved that the City Council authorizes the following transfer of funds and to close certain funds:

<u>Transfer From</u>	<u>Amount</u>	<u>Transfer To</u>	<u>Detail</u>
801 Reserve Fund #801 Enterprise Dr Project - 801-41100-700	\$29,078.17	2017A Enterprise Drive Debt Service 338-47000-39201	Pay Off Bond Obligation

<u>Fund</u>	<u>Action</u>
338 2017A Enterprise Drive Debt Service	Authorization to close due to obsolescence – Final bond obligation payment completed as of Feb. 1, 2025

Approved by the Chatfield City Council this 10th day of March 2025.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: 2024 Financial Audit Presentation

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[Council Presentation - City of Chatfield.pdf](#)



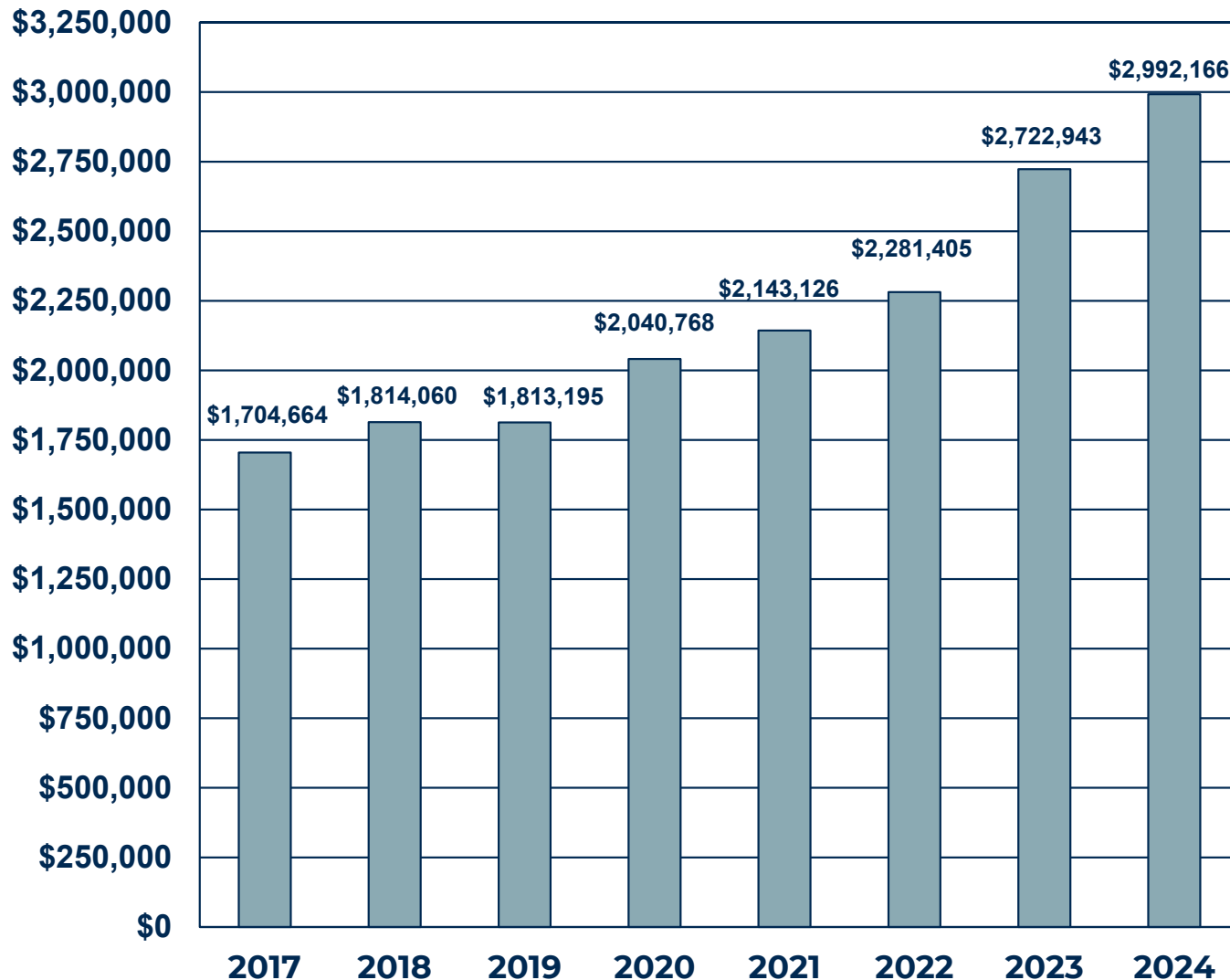
CITY OF CHATFIELD

FINANCIAL SUMMARY – DECEMBER 31, 2024

AUDIT

- Audit Opinion
 - Provides reasonable, but not absolute, assurance that financials are free of material misstatement
 - Financial statements are in draft form as we are waiting on the final PERA reports for the Statewide Volunteer Fire plan
 - Unmodified “Clean” opinion in 2024
- Financial Statements
 - Smith Schafer reviewed the results of the audit and the financial statements with City Management on February 28, 2025.
 - Management’s Discussion and Analysis (MD&A) was prepared by the City
- Minnesota Legal Compliance
 - No Exceptions
- Management Letter
 - Limited personnel – Limits City’s ability to segregate accounting duties and prepare annual financial report
- Auditors Responsibility Letter

TAXABLE TAX CAPACITY

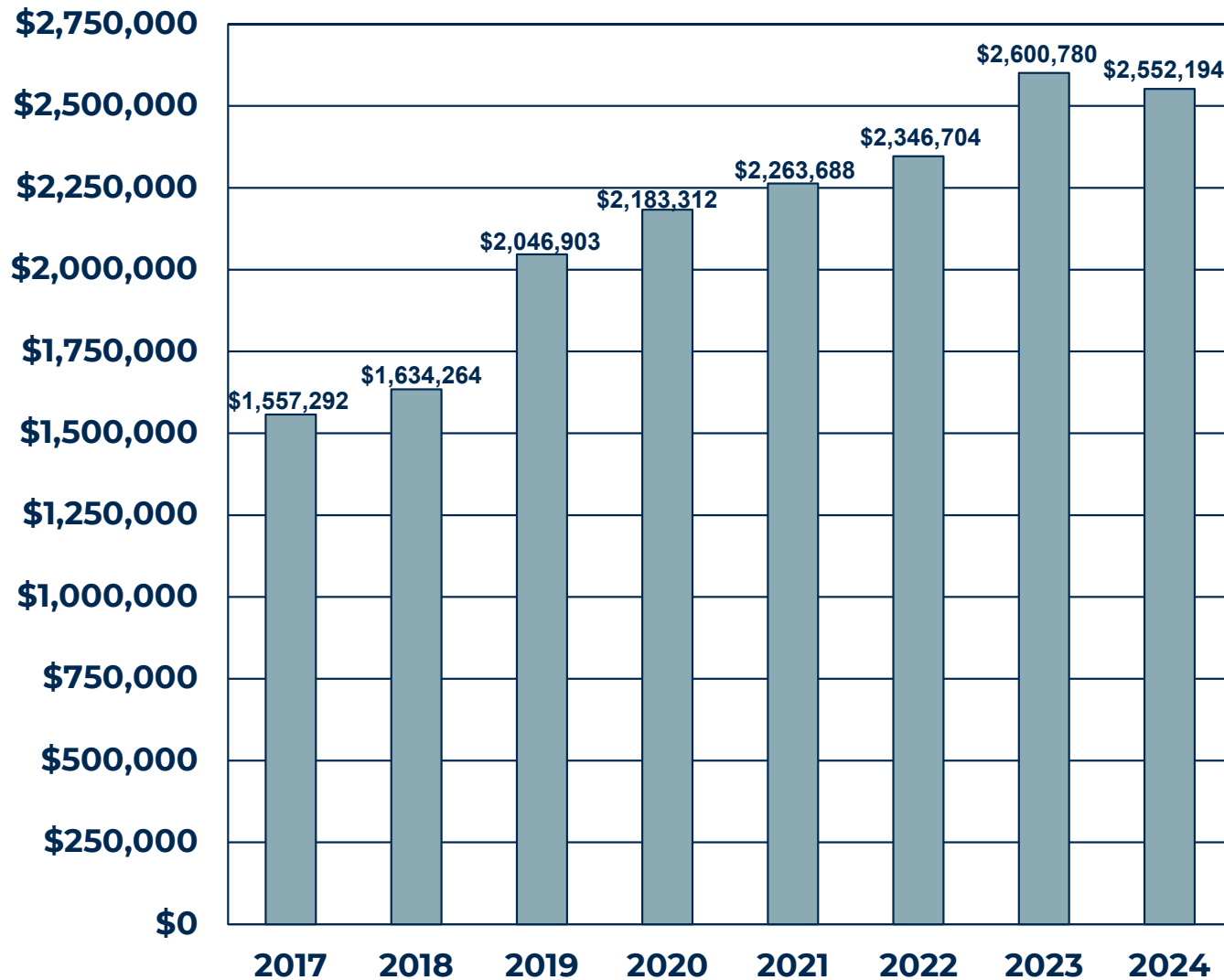


- Taxable tax capacity = market value x class rate
- Excludes tax capacity of parcels in TIF districts
- Taxable tax capacity has increased to \$2,992,166 in 2024 from \$2,722,943 for 2023

REVENUES

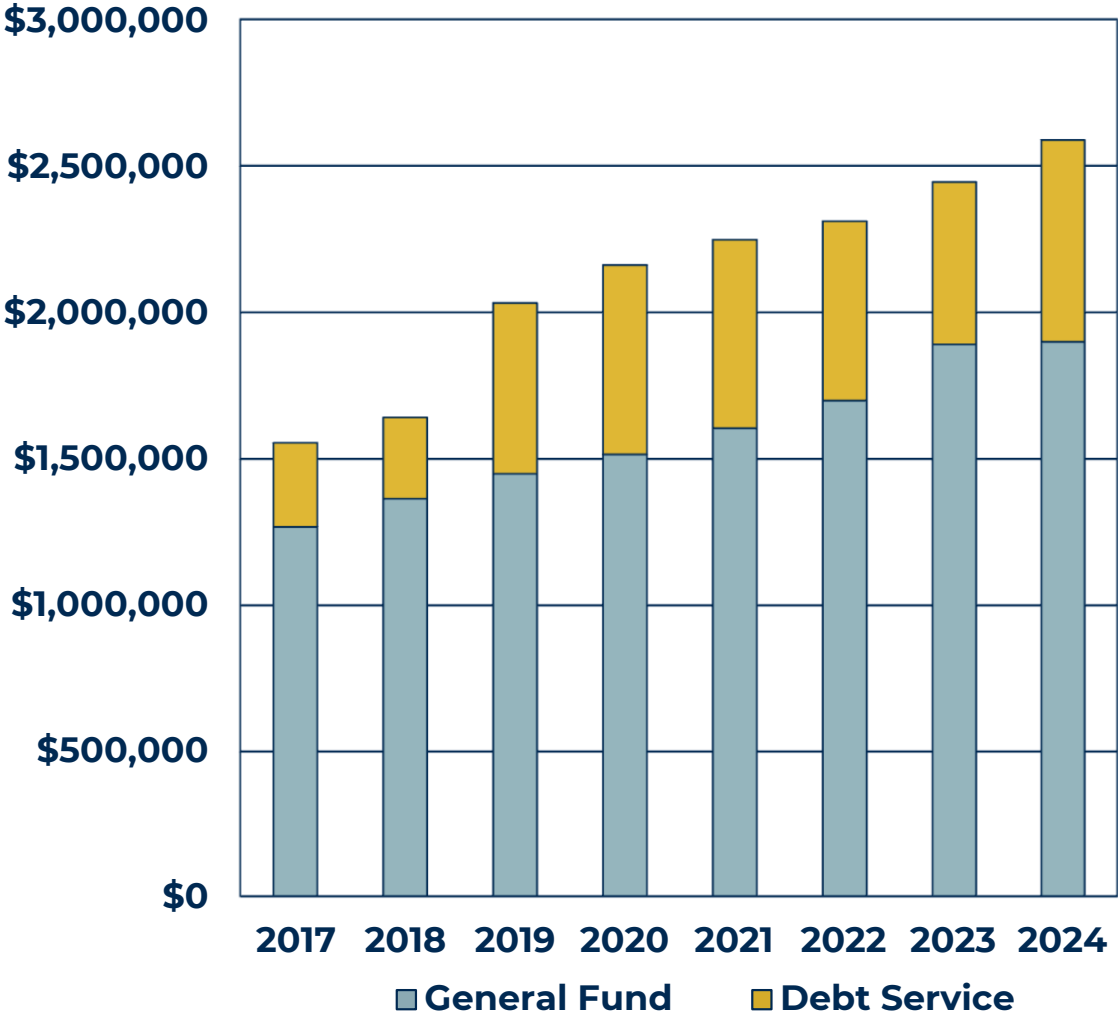
Governmental Funds

GENERAL PROPERTY TAX LEVY COLLECTIONS



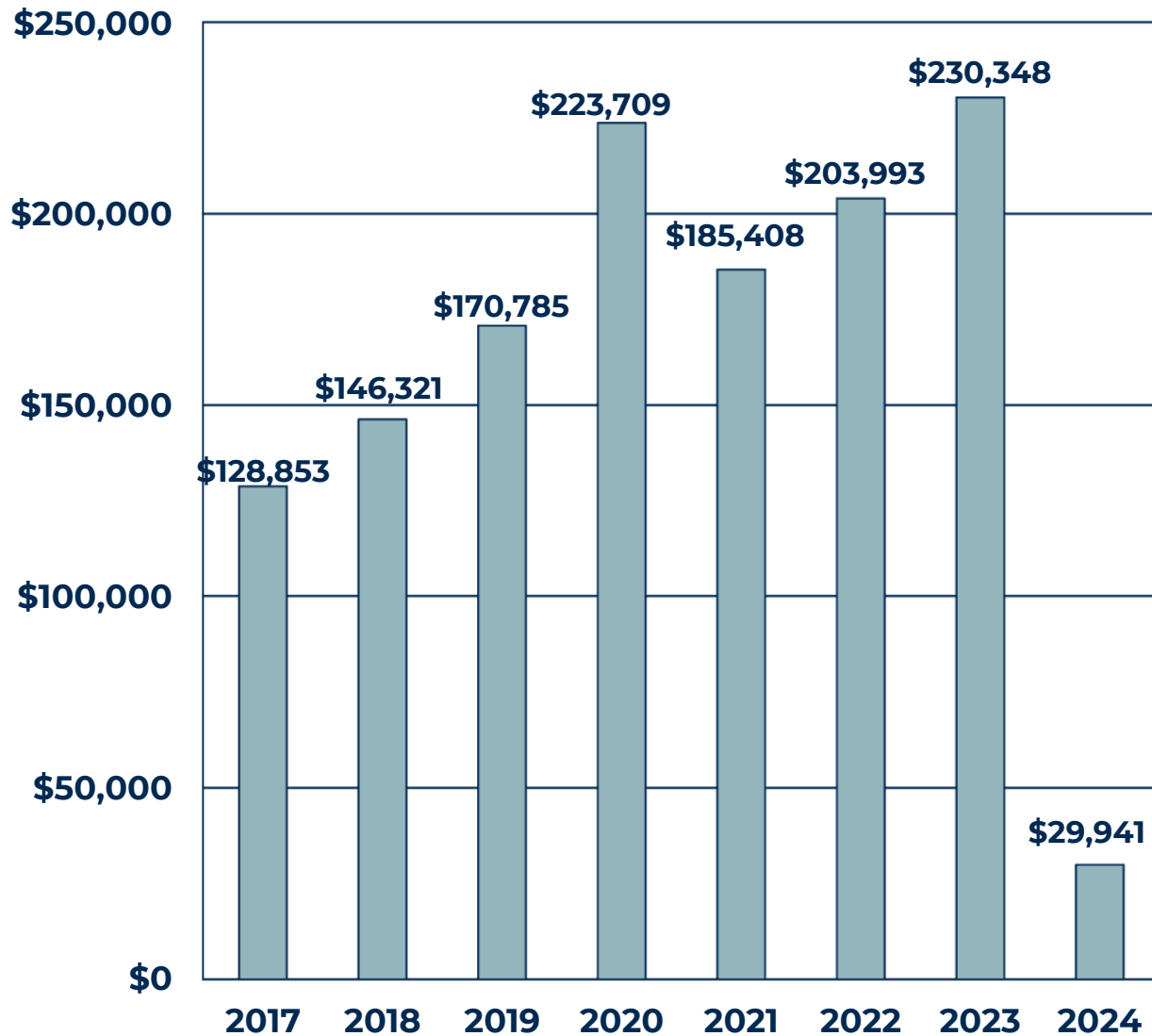
- ✓ General tax levy revenues represented 48% of total governmental revenues in 2024
- ✓ Tax collections \$2,552,194
- ✓ 2024 Levy \$2,588,325
- ✓ Levy increase in 2018 primarily due to voter approved debt levy for new pool complex
- ✓ In 2023 Lone Stone TIF was decertified for approximately \$123,000

PROPERTY TAX LEVY



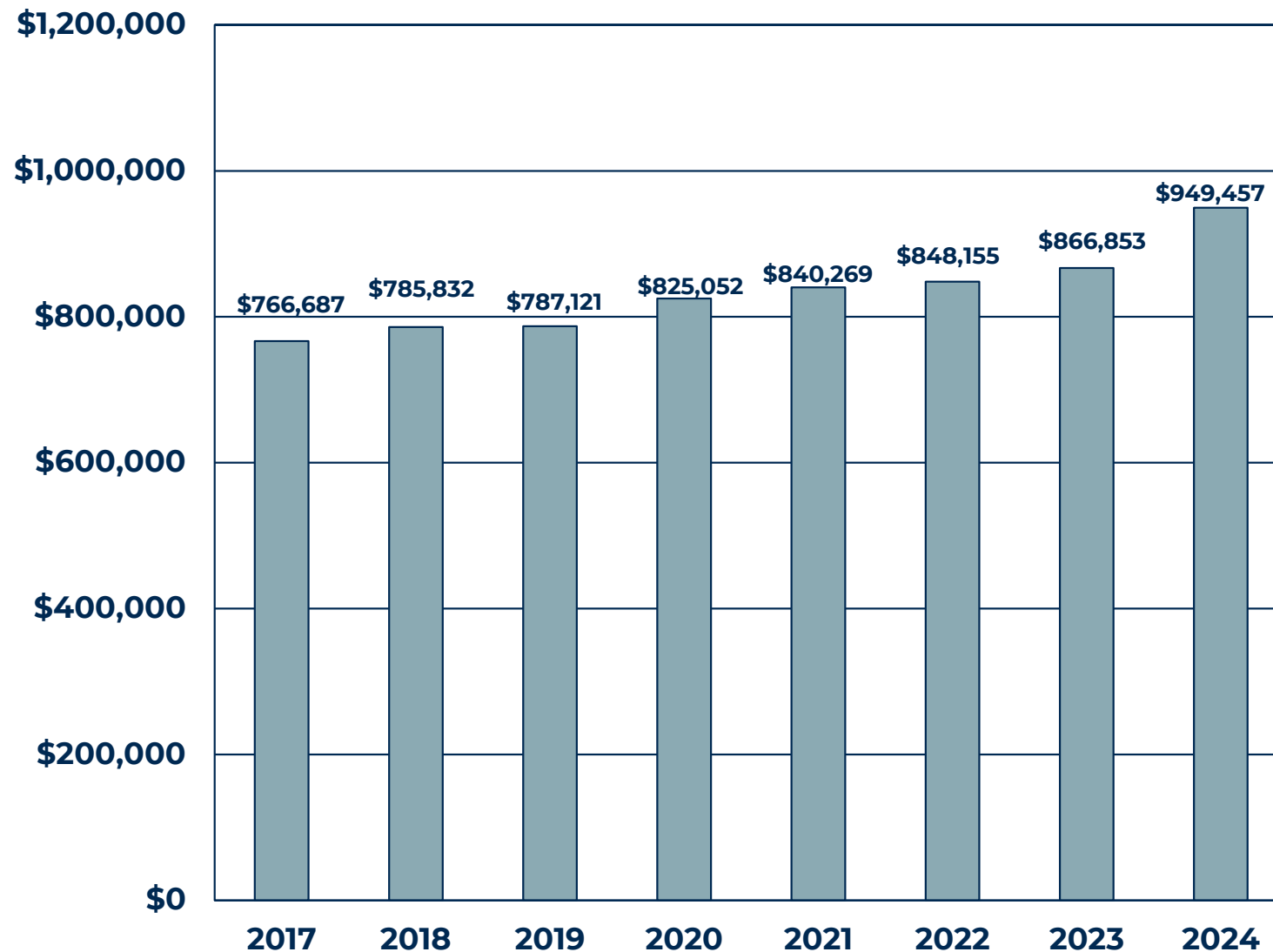
- ✓ Tax Levy for 2024 consists of:
 - ✓ General Fund \$1,899,325
 - ✓ Debt Service \$689,000
- ✓ City Tax Rate 2024
 - ✓ General 63.48
 - ✓ Debt Service 23.03
 - ✓ Total 86.51
- ✓ City Tax Rate 2021
 - ✓ General 74.86
 - ✓ Debt Service 30.02
 - ✓ Total 104.88
- ✓ City Tax Rate 2017
 - ✓ General 74.37
 - ✓ Debt Service 16.84
 - ✓ Total 91.21

TAX INCREMENT REVENUES



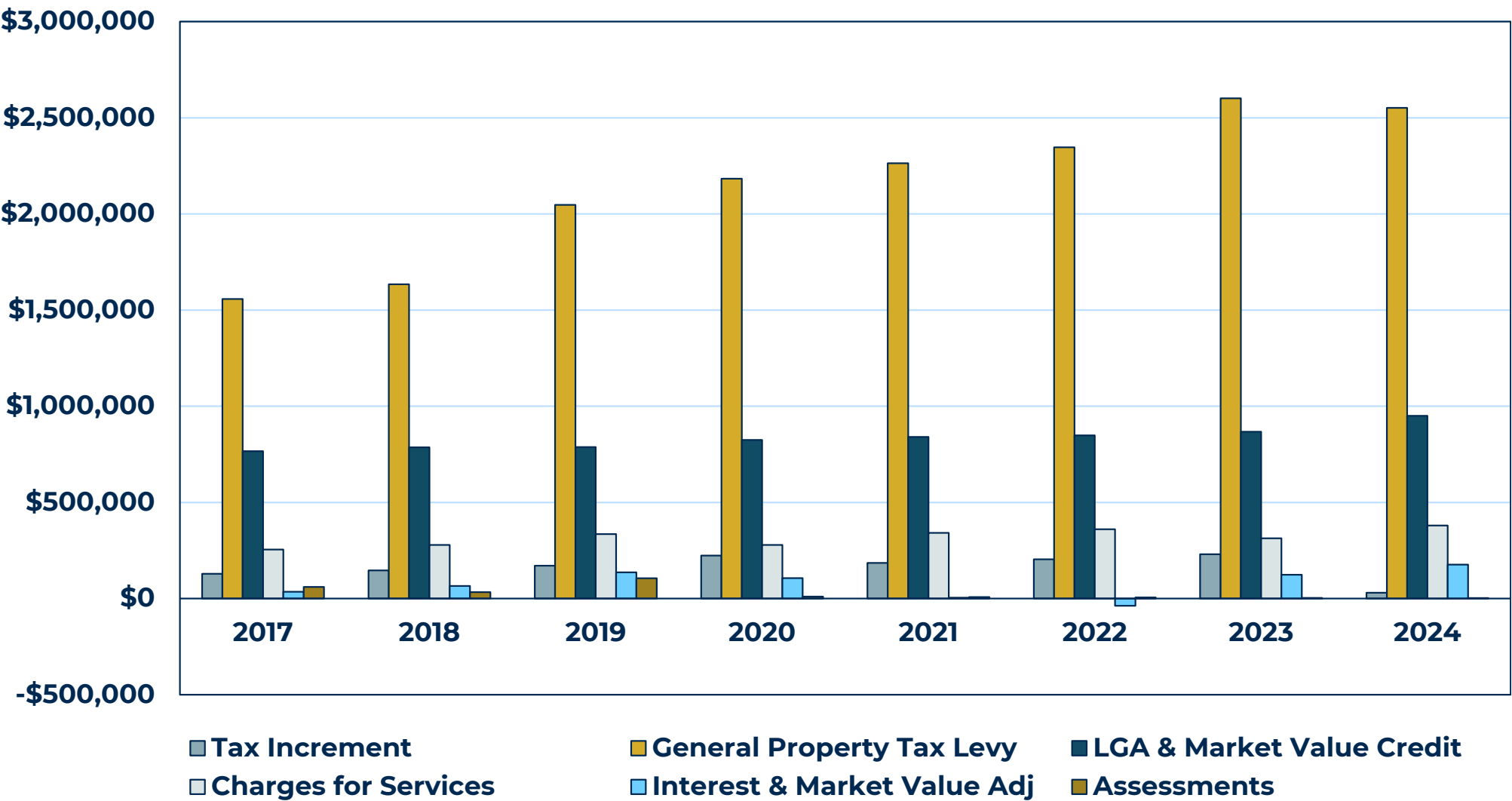
- ✓ Total TIF collections in 2024 were \$29,941
- ✓ TIF collections are impacted by County valuations and the property tax rates set by the State
- ✓ Decertification of Lone Stone TIF in 2023
- ✓ Decertification of Pope & Young TIF in 2020

LOCAL GOVERNMENT AID (LGA) REVENUES



- ✓ Local government aid (LGA) is based on State formulas
- ✓ LGA represented 17.7% of the City's governmental revenues and 31.8% of total general fund revenues in 2024
- ✓ LGA will increase to \$950,380 in 2025

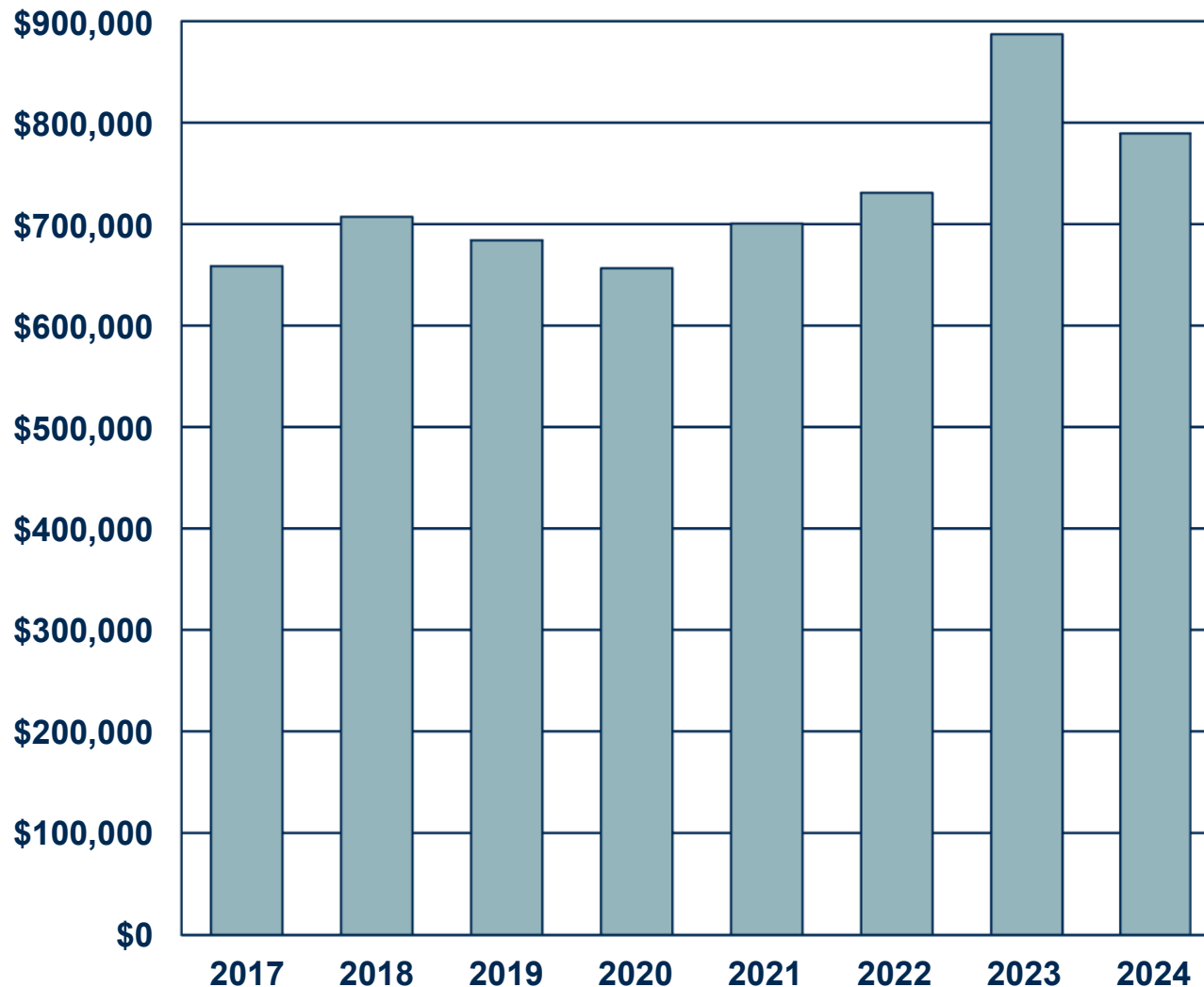
GOVERNMENTAL FUND REVENUES



EXPENDITURES

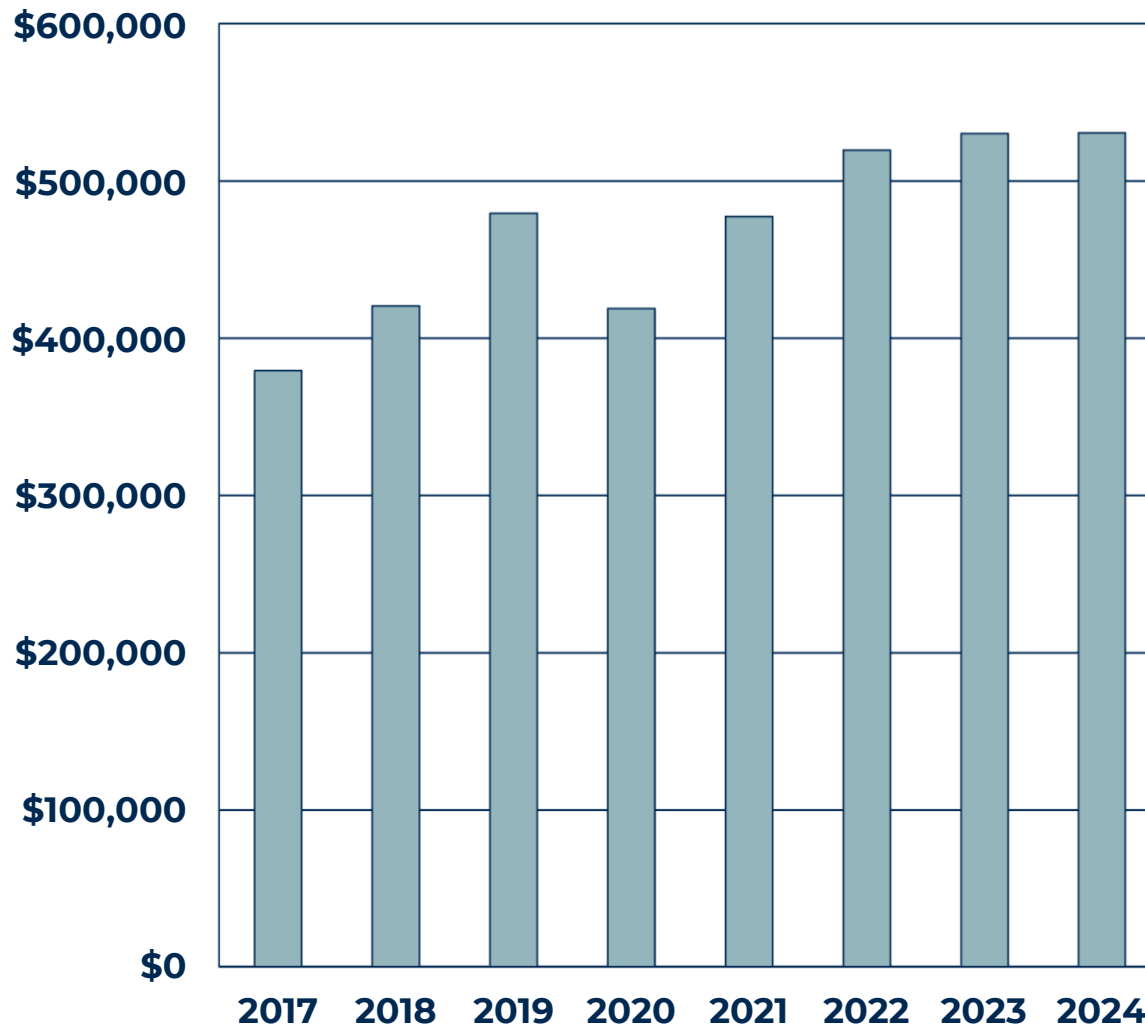
Governmental Funds

GENERAL GOVERNMENTAL EXPENDITURES



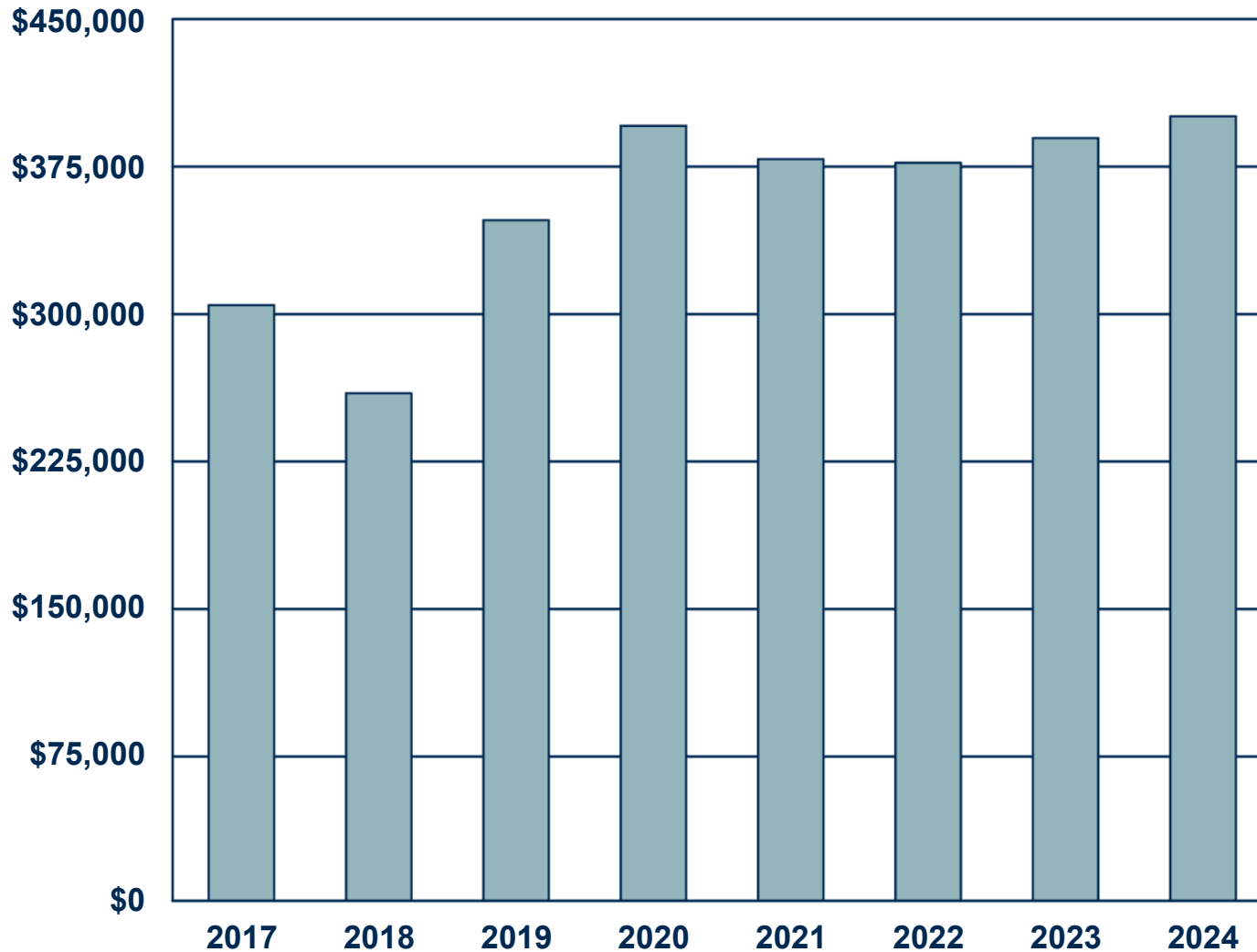
- ✓ Includes mayor and council, elections, clerk's office, planning and zoning, municipal building, and cable access
- ✓ Totaled \$789,477 for 2024, a decrease of \$97,680 from 2023. Decreases primarily in:
 - ✓ Increased planning and Zoning professional fees in 2023
 - ✓ Employee costs and recruitment related to transition of City Administrator position in 2023

PUBLIC WORKS EXPENDITURES



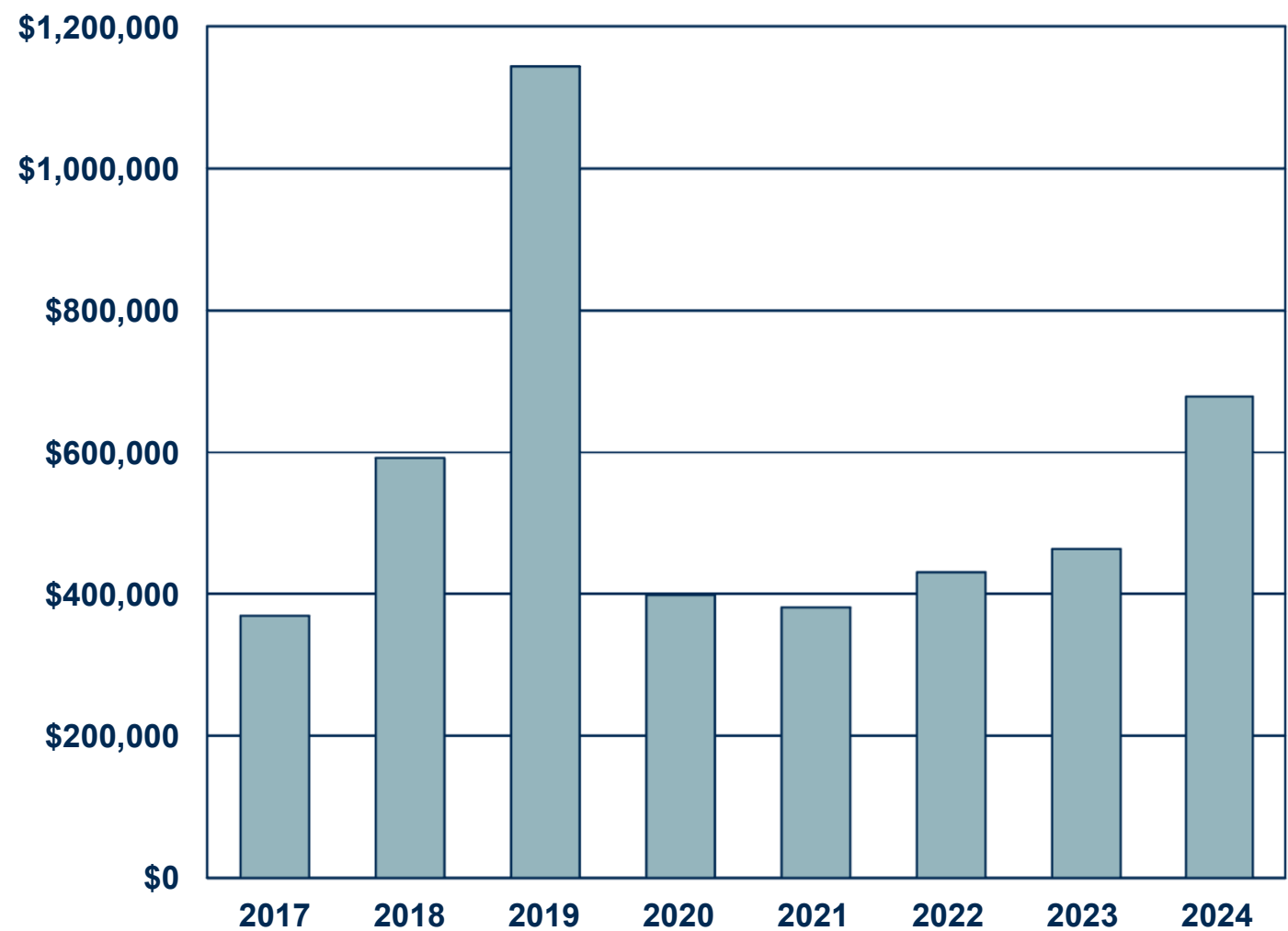
- ✓ Includes salaries and benefits, repairs and maintenance, supplies, fuel, and insurance, etc.
- ✓ Totaled \$530,652 in 2024

PARK AND RECREATION EXPENDITURES



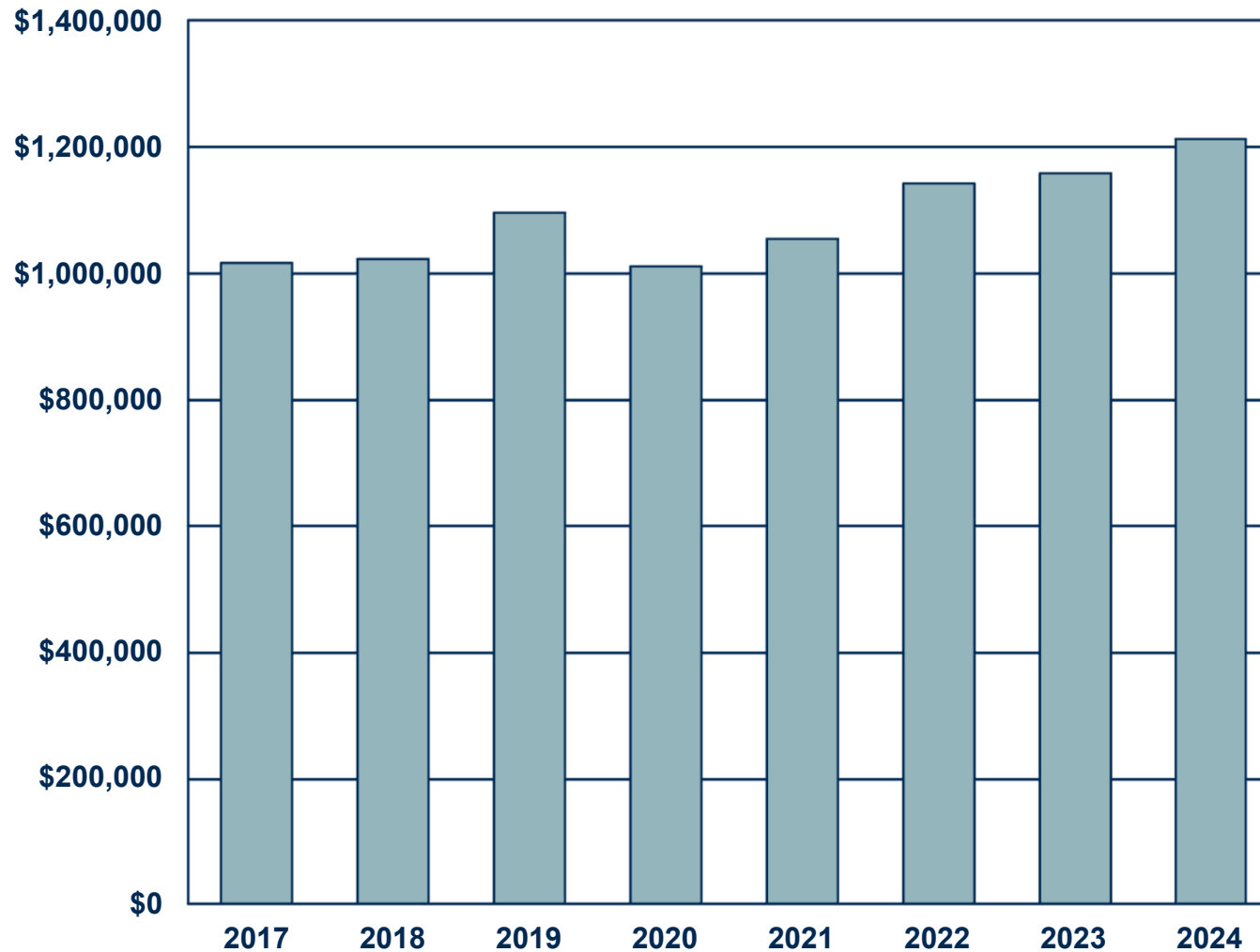
- ✓ Includes parks, recreation programs, band, swimming pool and tourism
- ✓ Totaled \$400,583 in 2024, an increase of \$11,087 from 2023
- ✓ Increase in 2019 related to increased employee costs at the pool and costs related to flood damage
- ✓ Increase in 2020 related to flood damage offset by FEMA aid, net of Covid related reductions
- ✓ Additional capital costs for flood damage in 2016 and 2017 were offset with FEMA aid

COMMUNITY DEVELOPMENT EXPENDITURES



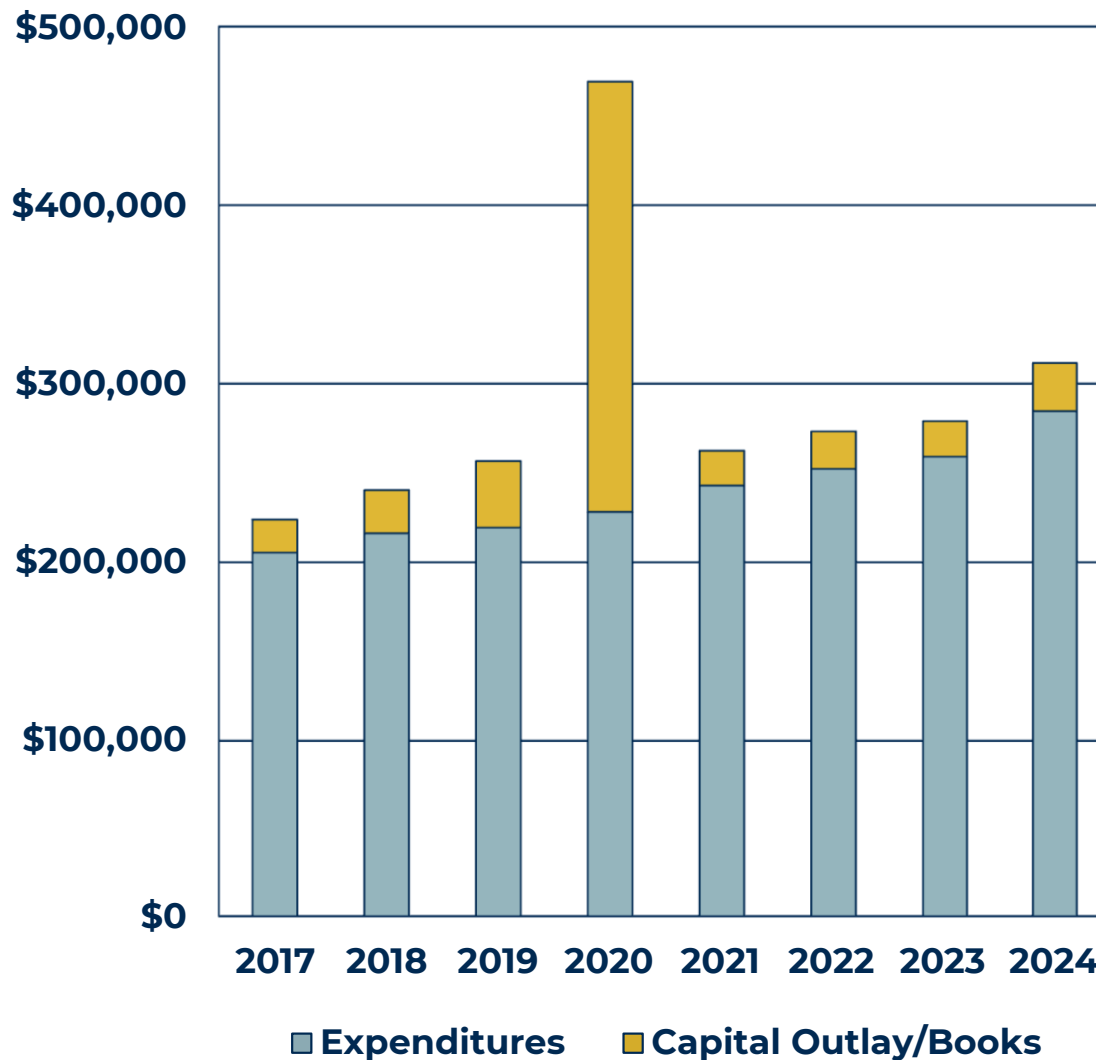
- ✓ Includes community development, EDA, heritage preservation, historical society, revolving loan, senior citizen, Chatfield Center for the Arts and TIF reimbursements
- ✓ Totaled \$679,173 in 2024, an increase of \$216,051 from 2023
- ✓ Increase in 2024 due to all EZ Fab revolving loans being paid off and new TMO costs
- ✓ Increase in 2019 primarily due to three new revolving loans issued totaling \$455,500 and costs related to Dollar General development project
- ✓ Increase in 2018 primarily due to recording obligation to repay Twiford Redevelopment grant

PUBLIC SAFETY EXPENDITURES



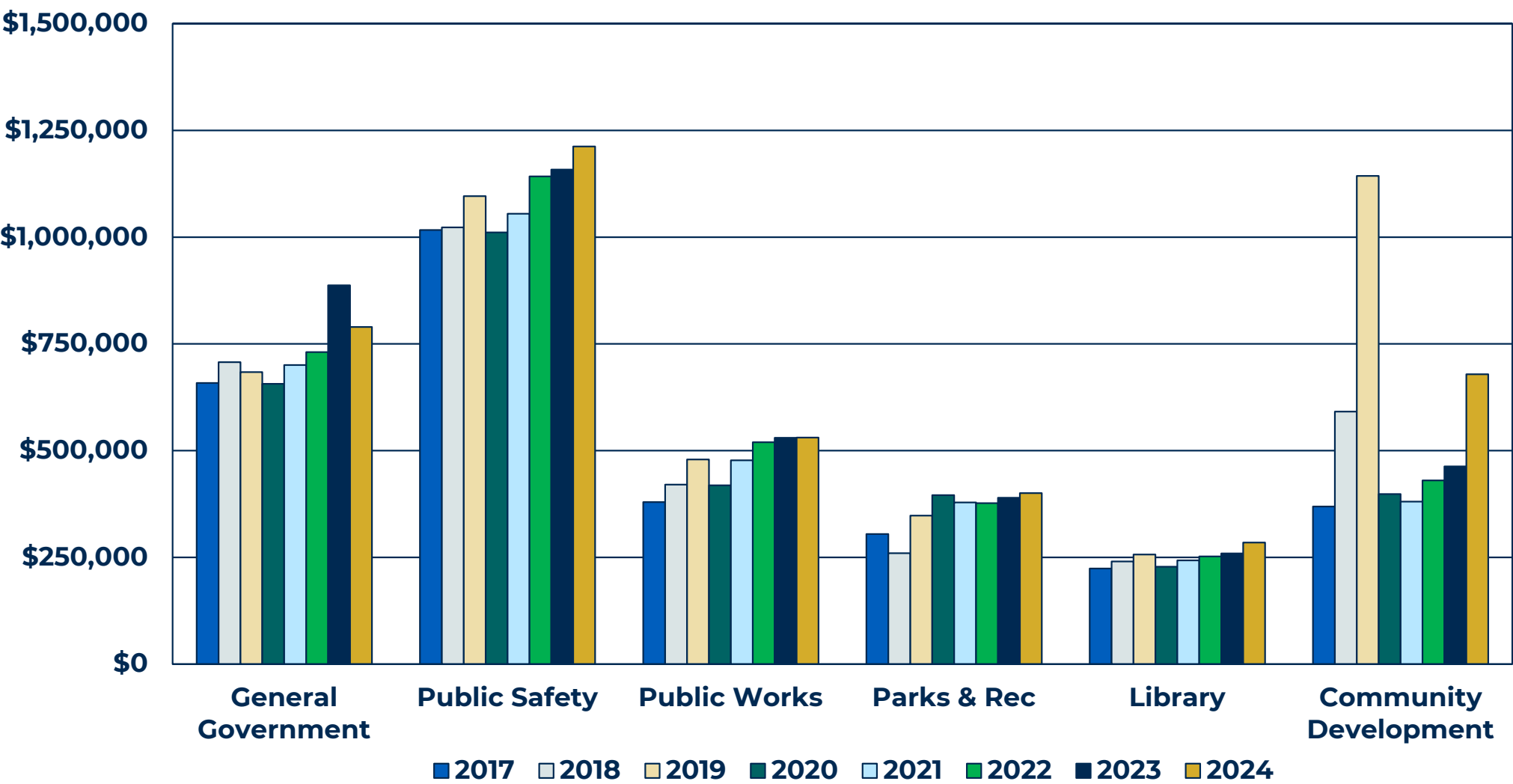
- ✓ Includes police department, fire department, ambulance service, animal control and building code
- ✓ Totaled \$1,212,546 in 2024, an increase of \$54,141 from 2023 due to an increase in ambulance and police wages

LIBRARY



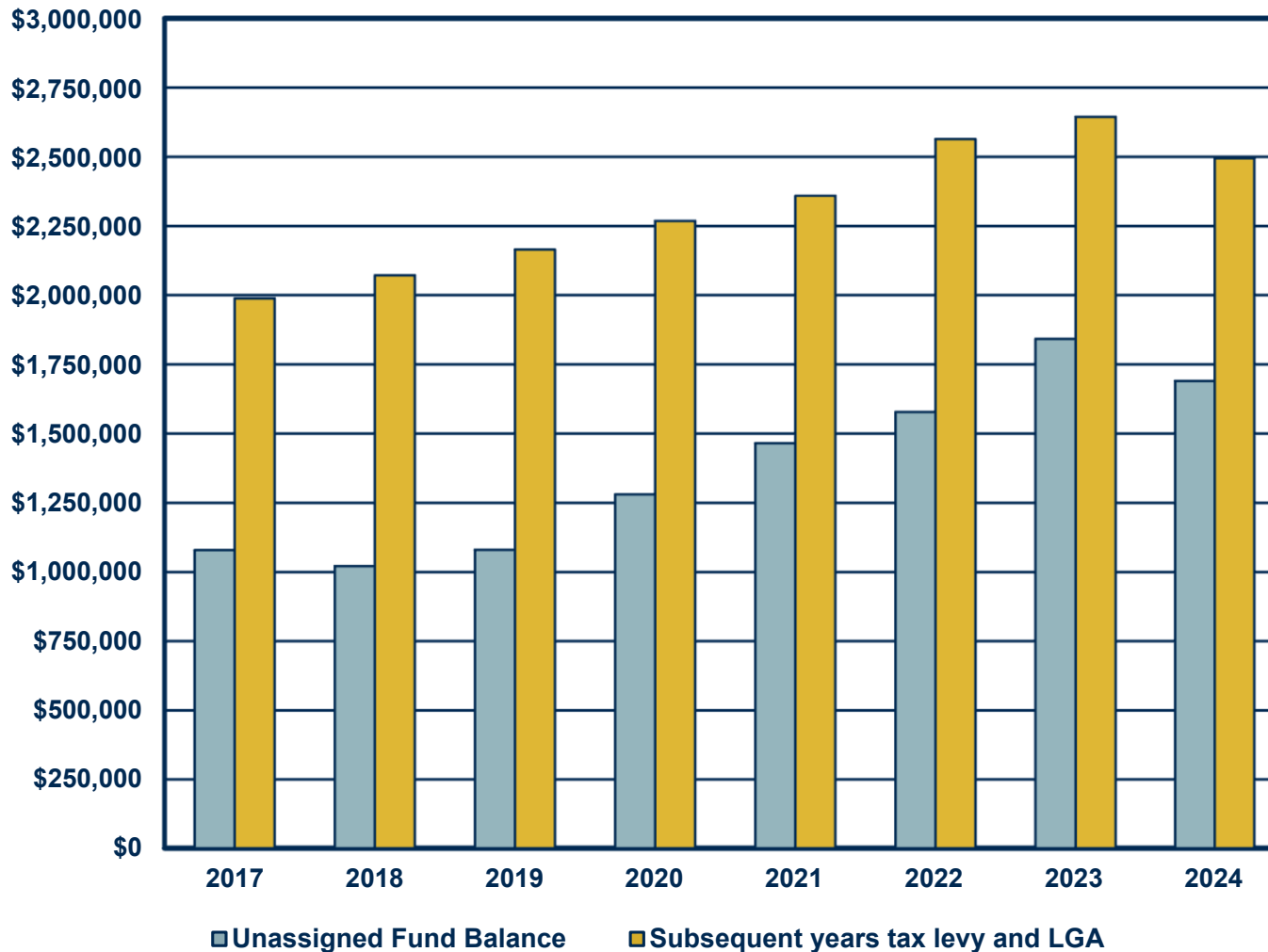
- ✓ Includes the library and library donation funds
- ✓ Expenditures totaled \$311,635 in 2024 which includes \$27,006 in capital outlay for books, non-print material, shelving, and a new furnace.
- ✓ Capital outlay in 2020 was primarily the entryway project

GOVERNMENTAL FUND EXPENDITURES (EXCL. CAPITAL OUTLAY)



RESERVES

GENERAL FUND – FUND BALANCE

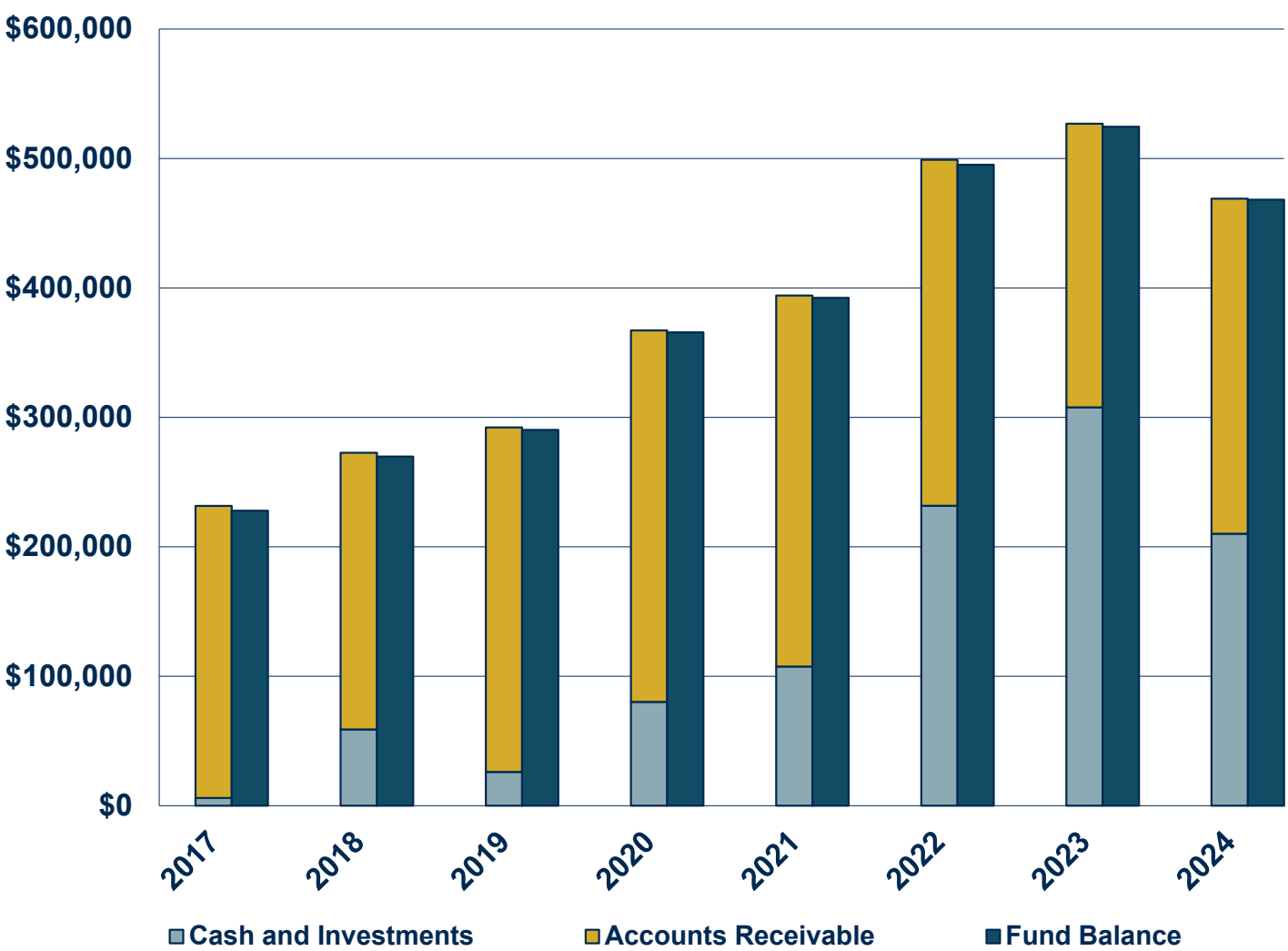


- ✓ Unassigned General Fund balance as a Percentage of next years General Fund property tax levy and LGA

✓ 2024	67.7%
✓ 2023	69.7%
✓ 2022	61.5%
✓ 2021	62.1%
✓ 2020	56.4%
✓ 2019	49.9%
✓ 2018	49.3%
✓ 2017	54.3%

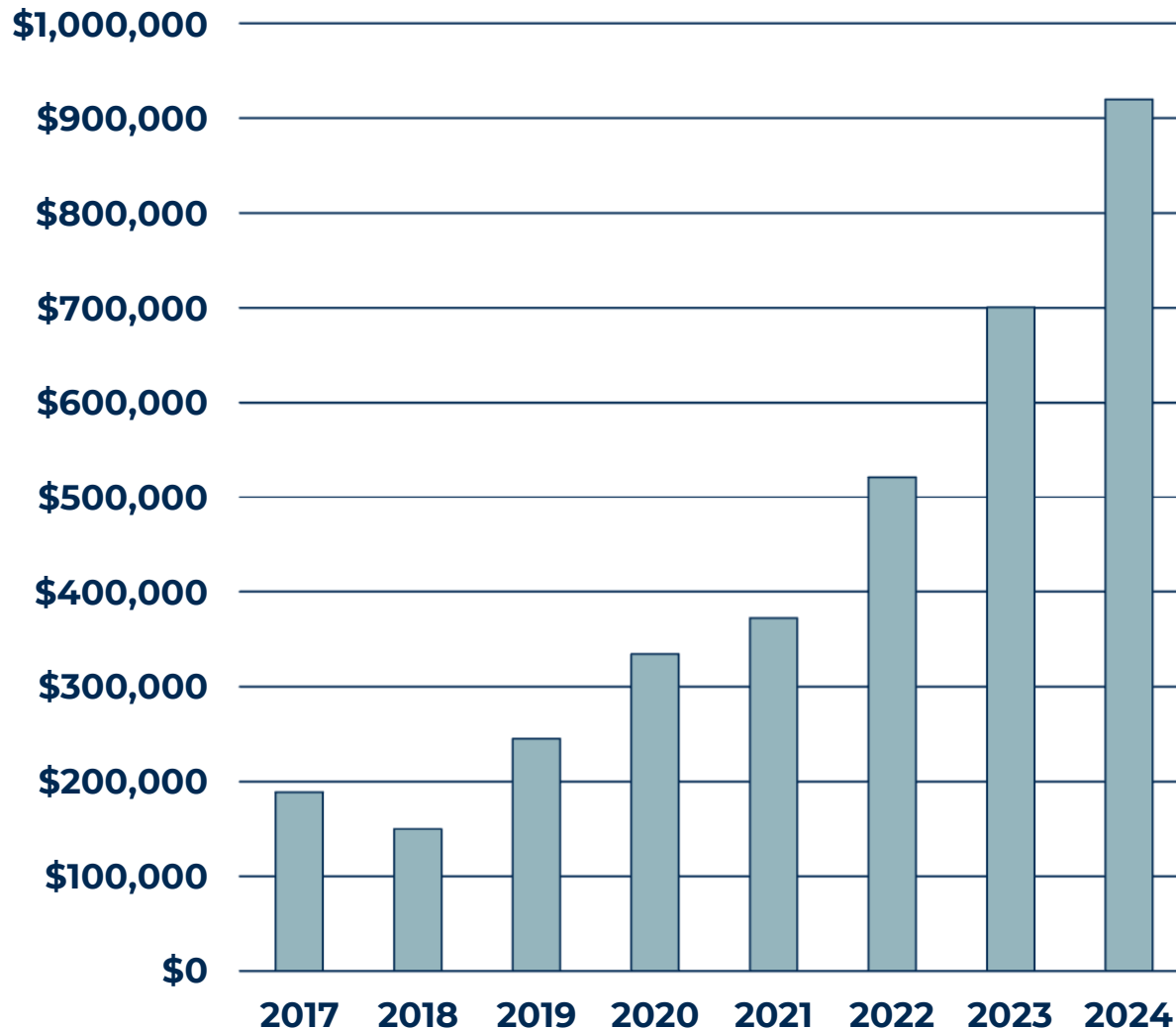
- ✓ Unrestricted General Fund balance policy is 40-60%
- ✓ 2022 and 2021 General Fund balance increases include Federal ARPA funds of \$154K. Excluding the ARPA funds, the fund balance percentages would have been 56% in 2022 and 2021
- ✓ 2023 fund balance increase includes proceeds from TIF decertification and new state public safety aid

AMBULANCE AND AMBULANCE CAPITAL FUNDS - FUND BALANCE



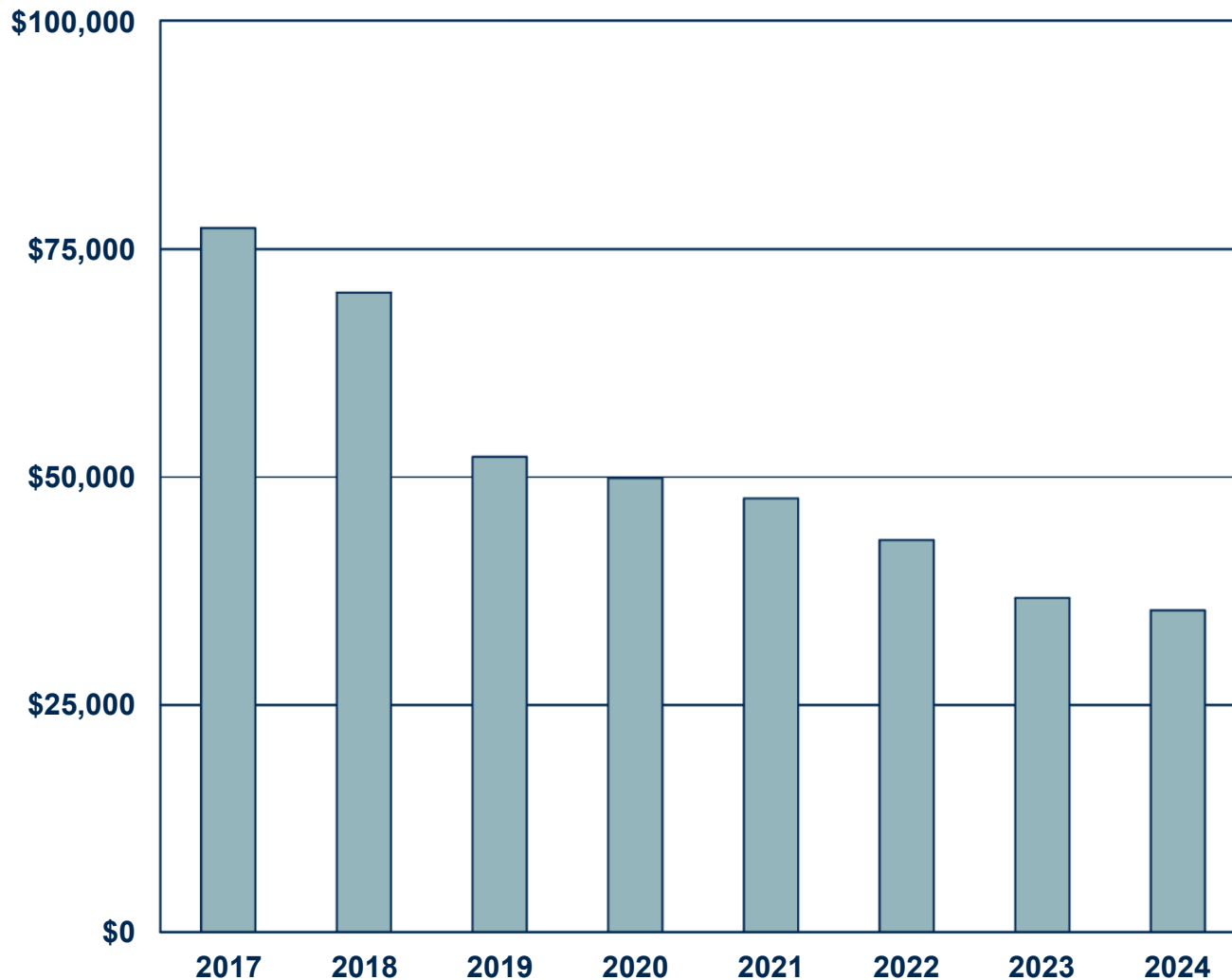
- ✓ Ambulance fund is supported through township and city contributions and user charges
- ✓ Township contributions totaled \$58,968 and user charges totaled \$259,215 in 2024
- ✓ Fund is maintaining reserves for future equipment replacement
- ✓ Acquired an ambulance with cash reserves in 2024
- ✓ Combined Fund Balance totaled \$468,139 at 12/31/24
 - ✓ Ambulance Fund \$443,541
 - ✓ Ambulance Capital \$24,598

FIRE AND FIRE CAPITAL FUNDS - FUND BALANCE



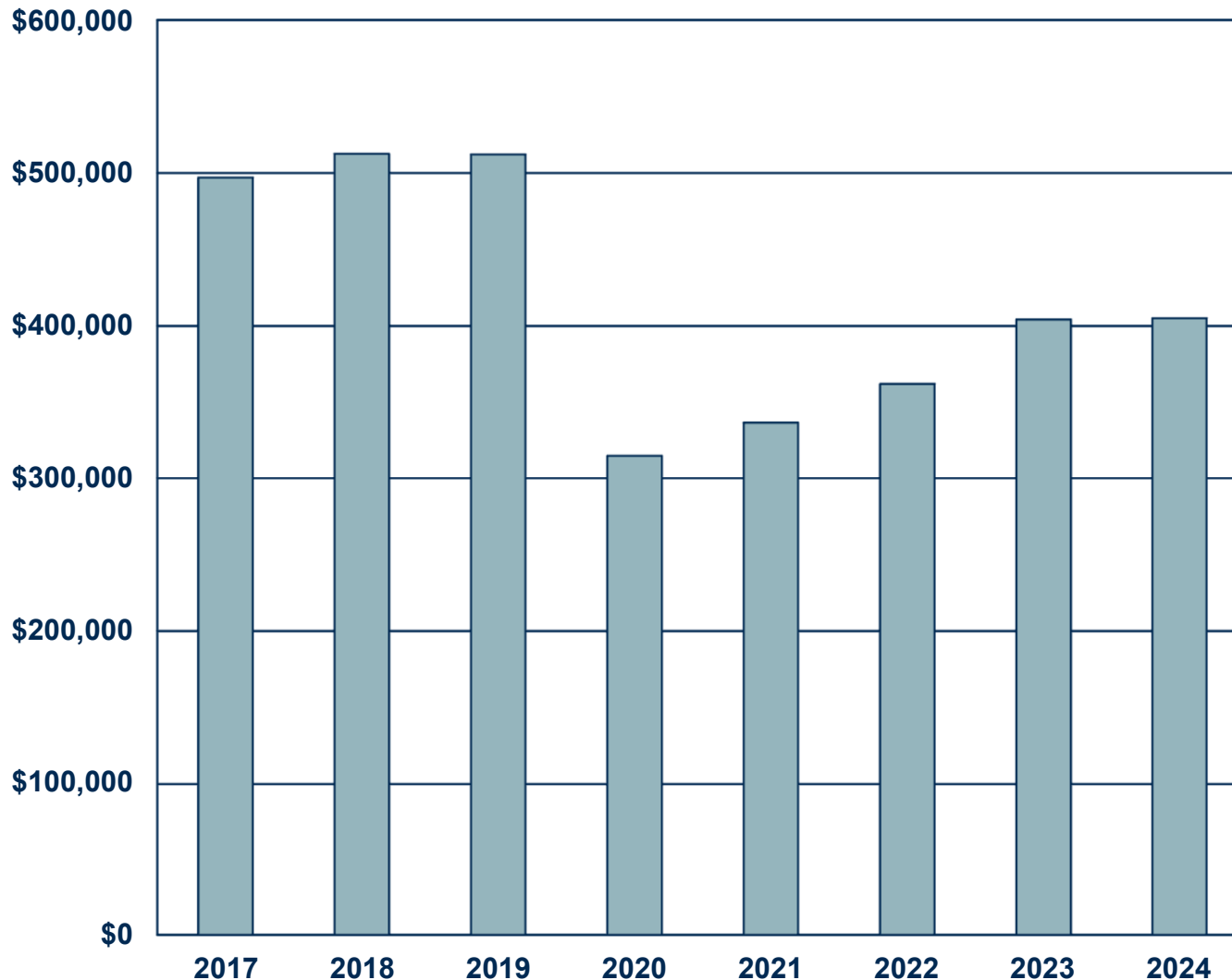
- ✓ Fund used to account for the City's fire operations and capital equipment acquisitions
- ✓ Combined Fund Balance at 12/31/24 totaled \$919,768
 - ✓ Fire Fund \$44,456
 - ✓ Fire Capital \$875,312
- ✓ Acquired new tanker with cash reserves in 2018
- ✓ Acquired new brush truck with cash reserves in 2021

EDA FUND - FUND BALANCE



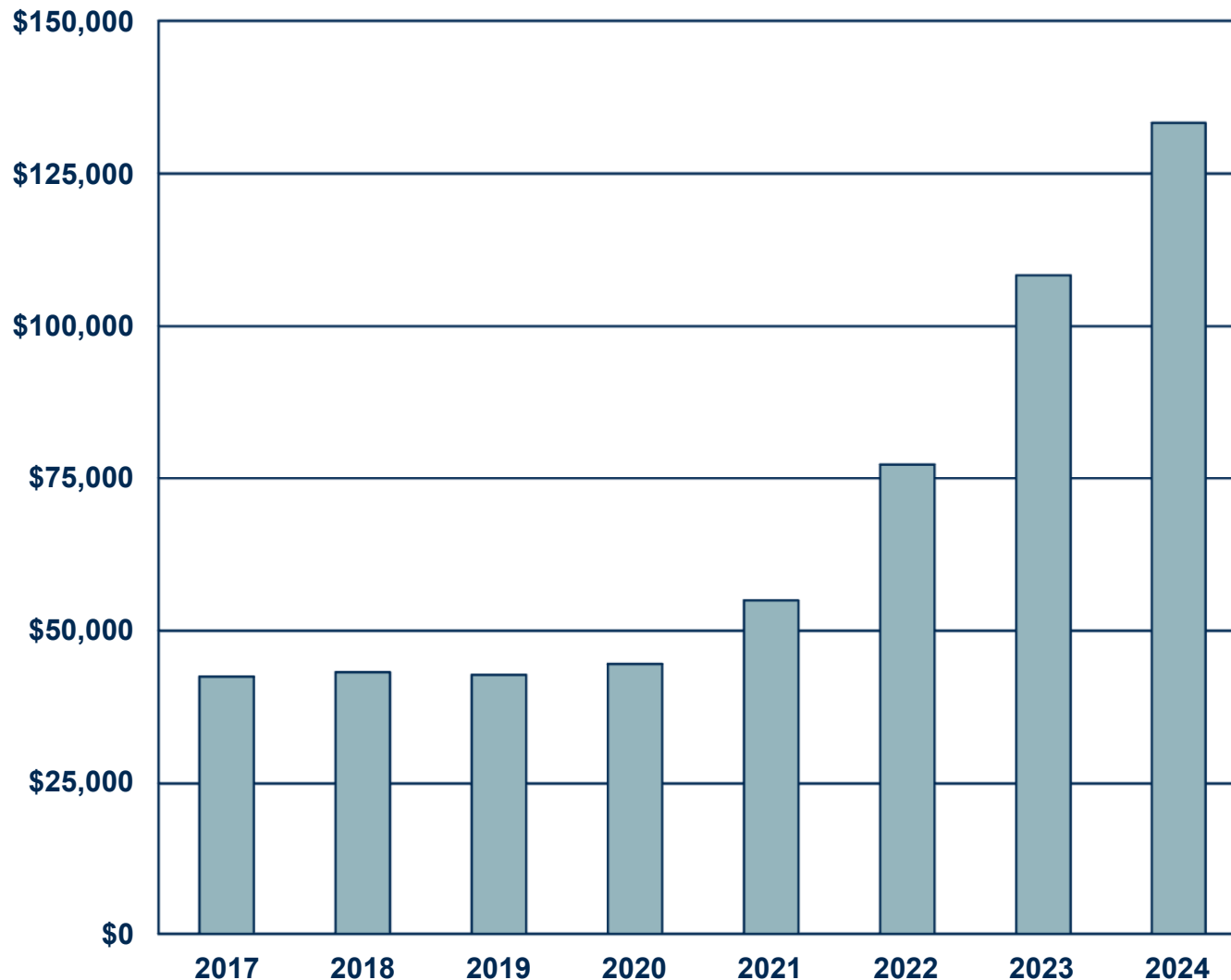
- ✓ EDA fund is supported through annual appropriation from the general fund
- ✓ General fund contribution totaled \$78,517 in 2024
- ✓ Fund balance at 12/31/24 totaled \$35,362

LIBRARY FUND - FUND BALANCE



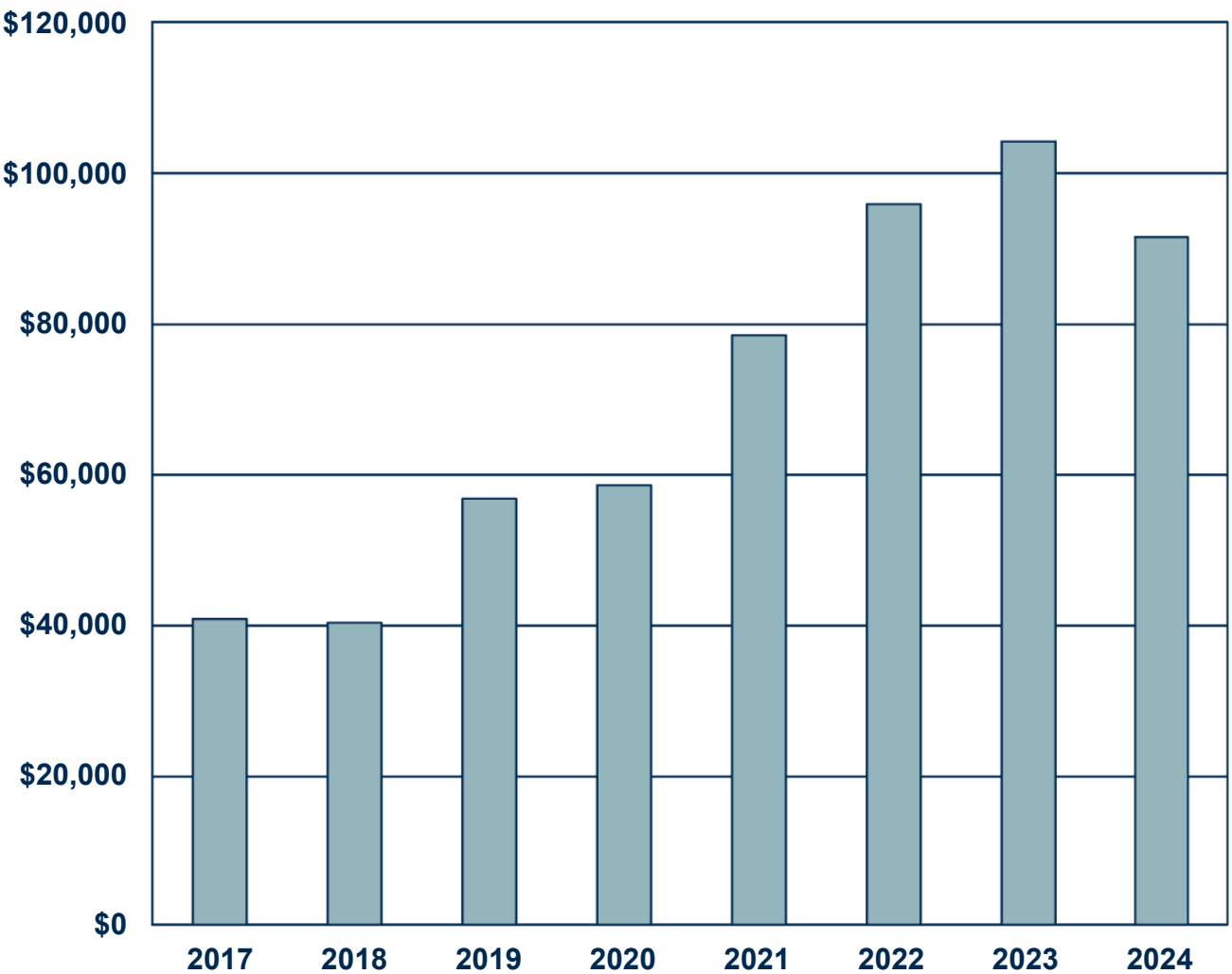
- ✓ Combined fund balance at 12/31/24 totaled \$405,110
 - ✓ Library \$103,167
 - ✓ Library Capital \$301,943
- ✓ Fund is supported through county allocations (\$90,835) and property taxes (\$204,880) for 2024
- ✓ Library Capital Fund received \$2,794 in donations in 2024
- ✓ Spent \$222,448 in capital reserves on completing the entryway project in 2020

CHATFIELD CENTER FOR THE ARTS - FUND BALANCE



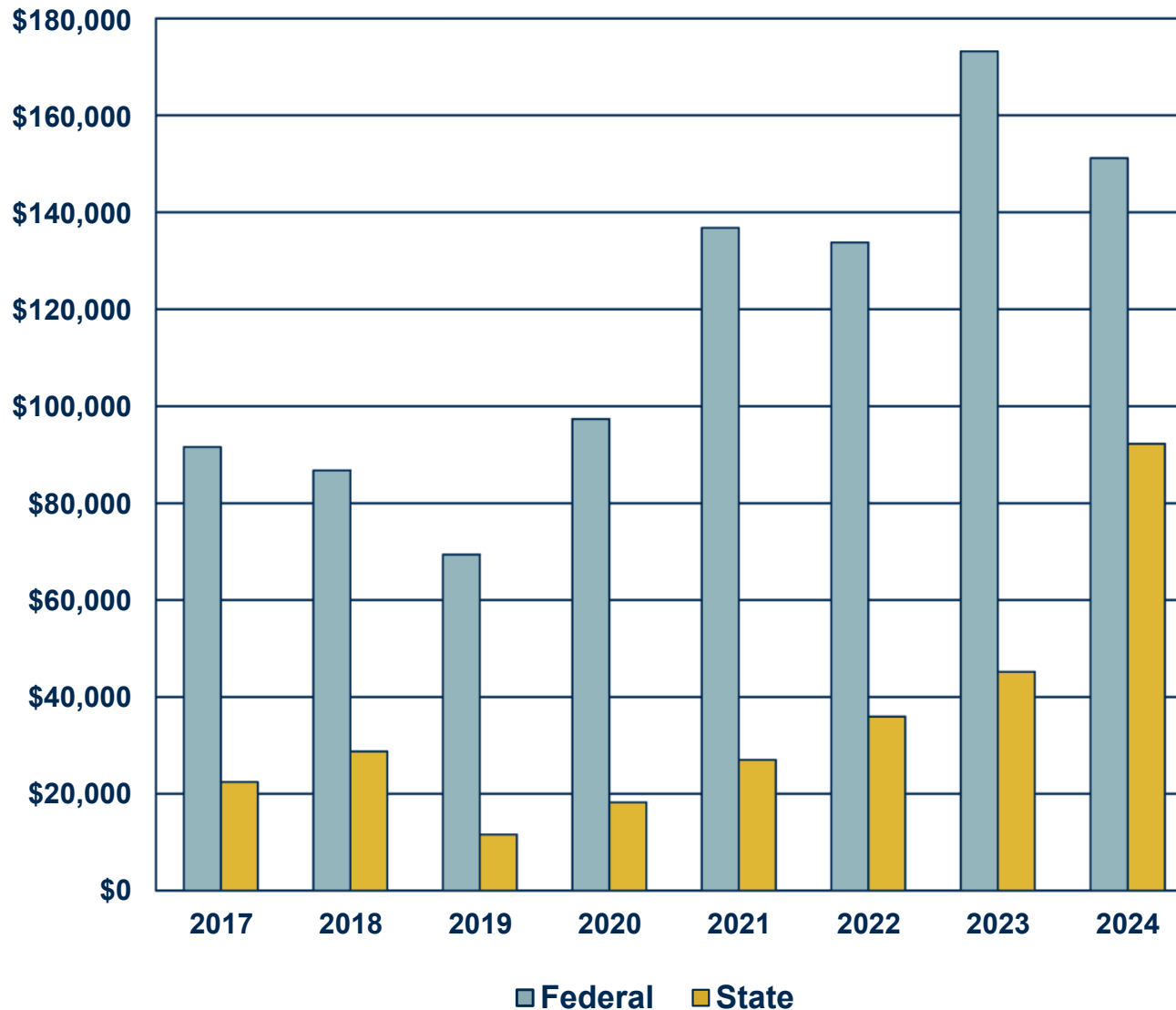
- ✓ Fund established with contributions from the School District and the City
- ✓ Total revenues for 2024 was \$4,160; also received City contribution of \$90,000 from the general fund
- ✓ Expenditures for 2024 totaled \$69,200
- ✓ Fund Balance at 12/31/24 totaled \$133,293
 - ✓ CCA Operations \$38,844
 - ✓ CCA Capital \$94,449

CABLE ACCESS FUND - FUND BALANCE



- ✓ Fund is supported by franchise fees (\$20,901) collected from the cable providers
- ✓ Fund balance of \$91,558 at 12/31/24 is available for future equipment upgrades and to sustain operations
- ✓ Spent \$15,000 of cash reserves in 2024 to split cost with Chatfield Public Schools on CCTV Press Box

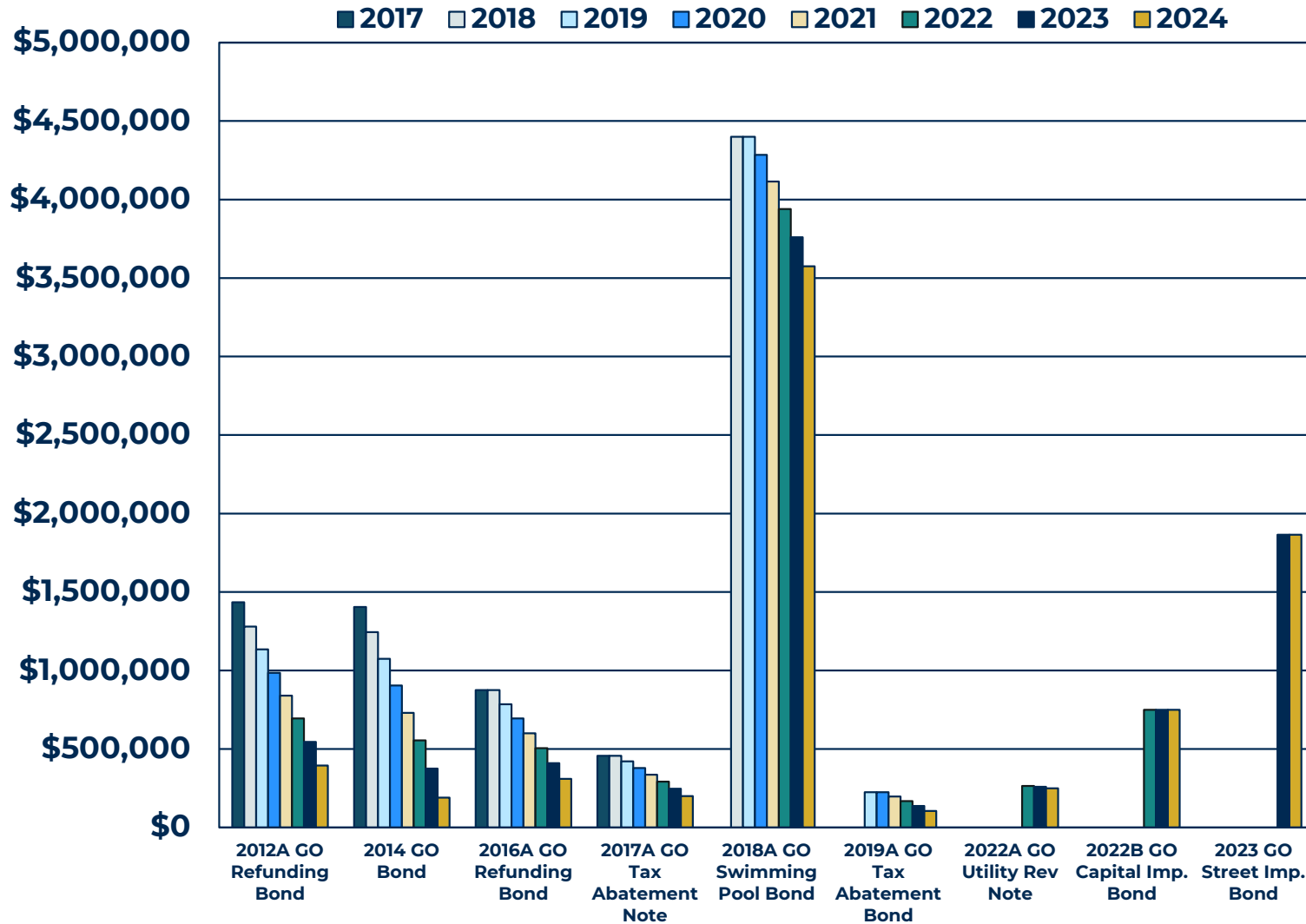
REVOLVING LOAN FUNDS – FUND BALANCE



- ✓ Six outstanding loans at December 31, 2024 totaled \$195,097
- ✓ Fund balance is available to reloan for qualified purposes
- ✓ Three new loans issued in 2019 totaling \$455,500
- ✓ One new loan issued in 2022 for \$40,000
- ✓ Two new loans issued in for \$107,600 and five loans paid in full in 2024

DEBT SERVICE

GOVERNMENTAL DEBT AND GENERAL OBLIGATION BONDS



✓2012 GO Refunding bond issued for water tower, booster station and Hillside drive - balance \$395,000 at 12/31/24

✓2014 GO Bonds issued for 2014 street improvements – balance \$190,000 at 12/31/24

✓2016A GO Refunding Bonds issued to refund 2010A – balance \$310,000 at 12/31/24

✓2017A GO Tax Abatement Note issued for industrial drive project – balance \$200,000 at 12/31/24

✓2018A GO Swimming Pool Bond issued for swimming pool – balance \$3,575,000 at 12/31/24

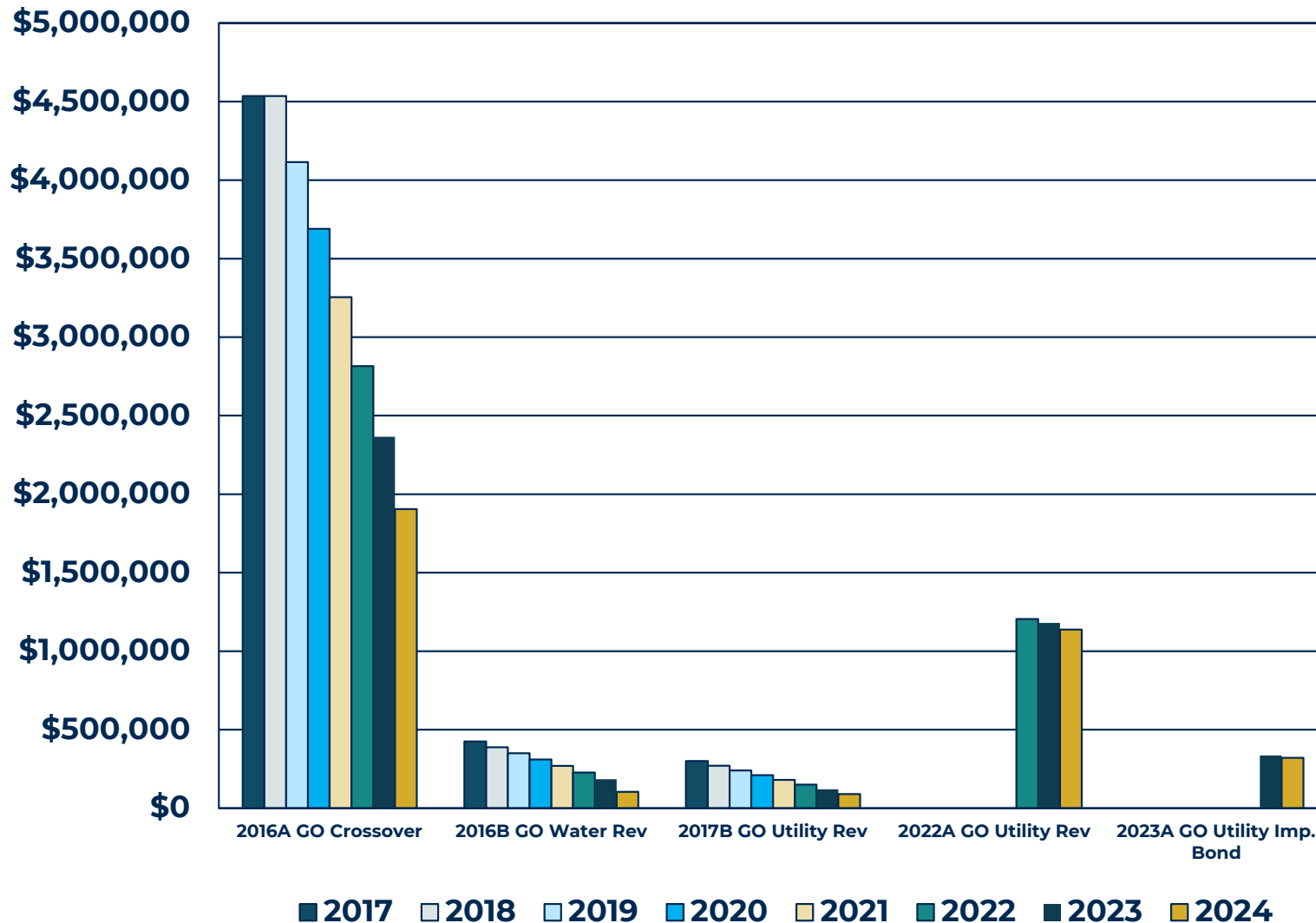
✓2019A GO Tax Abatement Bond issued for street lighting improvements – balance \$105,000 at 12/31/24

✓2022A GO Utility Revenue Note issued for water system and sewer system improvements – balance \$249,660 at 12/31/24

✓2022B Taxable GO Improvement Plan Bond issued for acquisition, construction, and/or betterment of a public works facility – balance \$750,000 at 12/31/24

✓2023A Go Street Improvement Bond issued for Prospect and Grand street project – balance \$1,865,000 at 12/31/2024

BUSINESS TYPE DEBT AND GENERAL OBLIGATION BONDS



✓2016A issued to refund 2011A – balance \$1,905,000 at 12/31/24

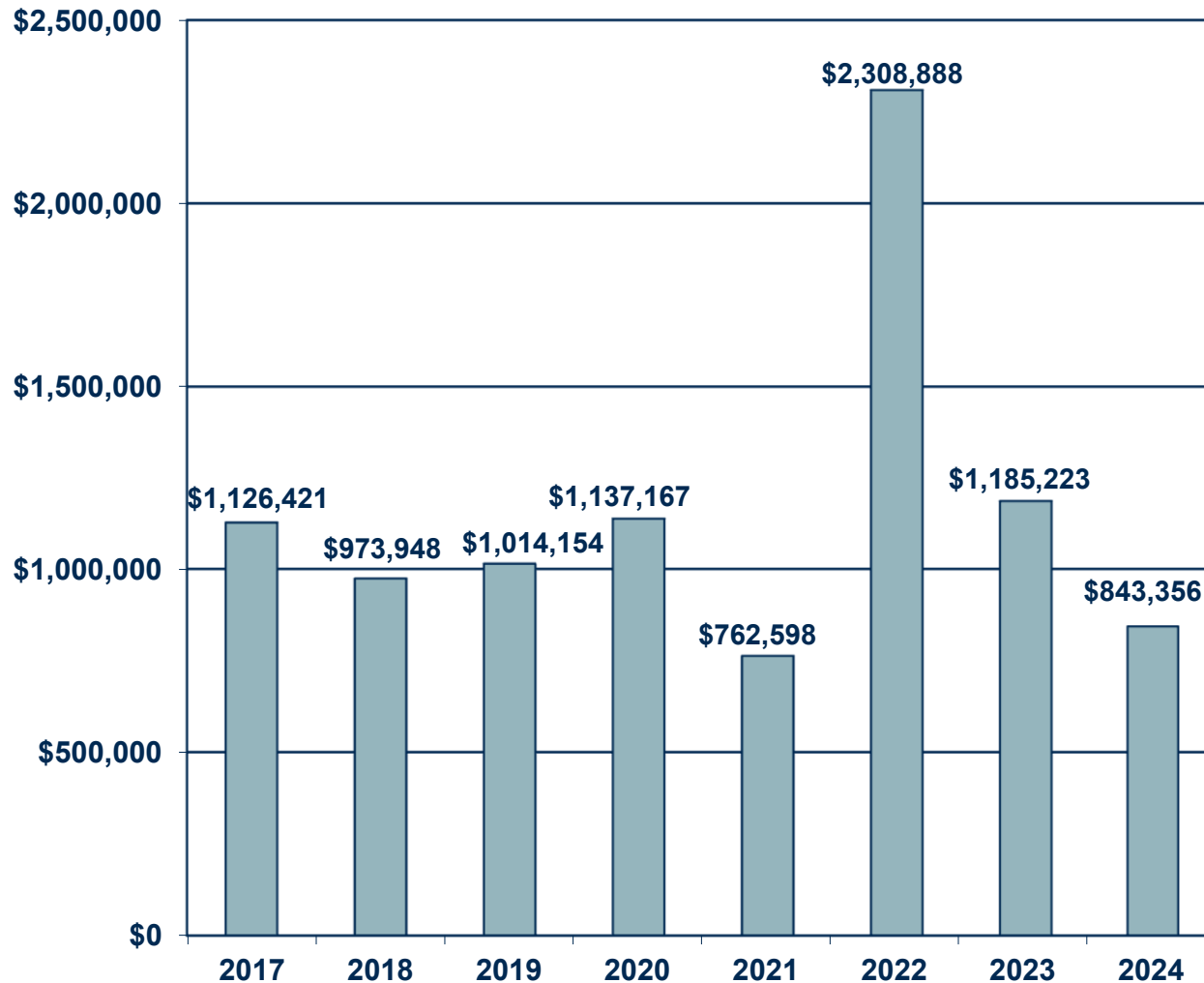
✓2016B issued for Water Meter project – balance \$104,000 at 12/31/24

✓2017B issued for Industrial Drive Utility project – balance \$90,000 at 12/31/24

✓2022A issued for water and sewer system improvements – balance \$1,137,340 at 12/31/24

✓2023A issued for Prospect and Grand Street project – balance \$320,000 at 12/31/24

NET PENSION LIABILITY

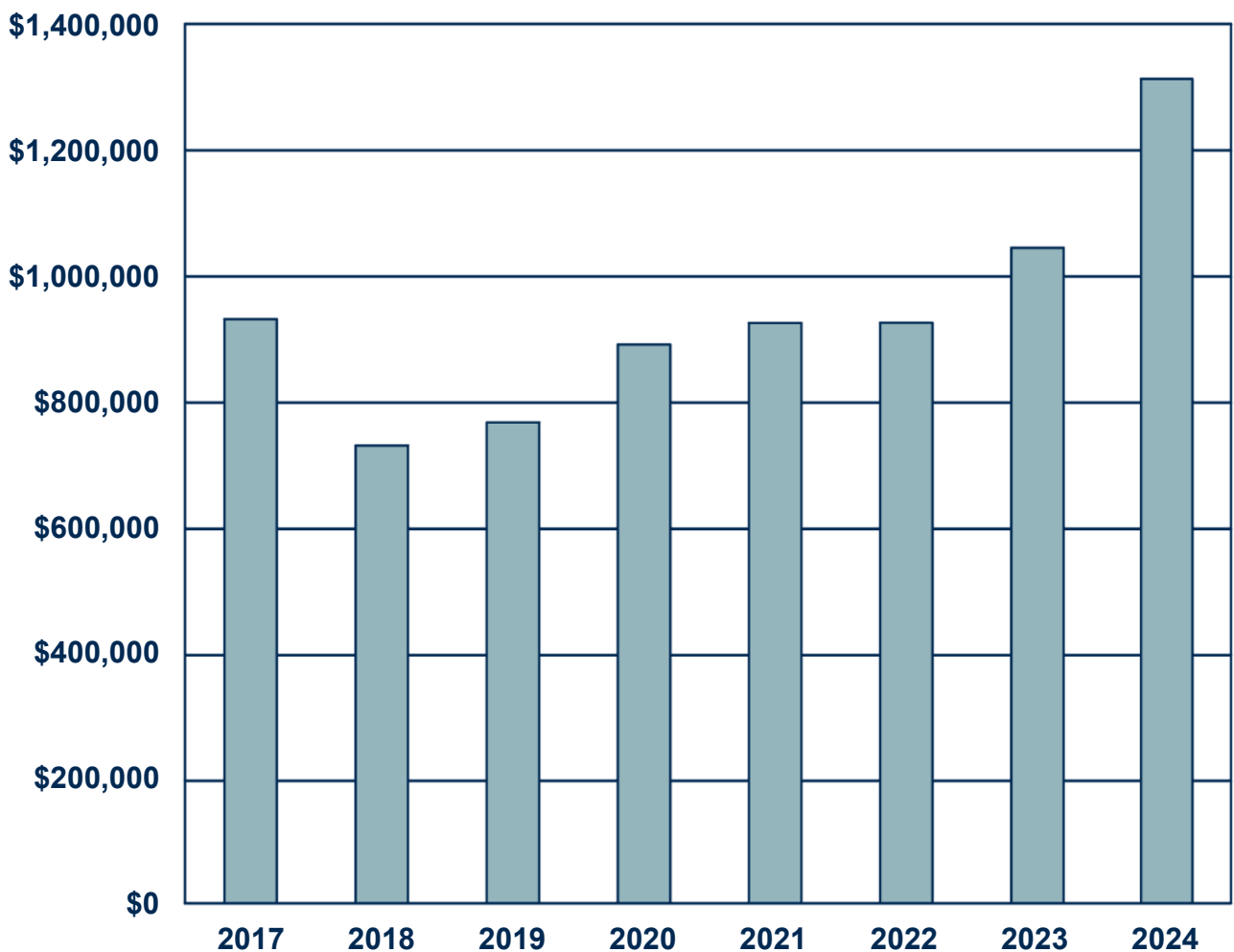


- Net Pension Liability represents City's portion of PERA underfunding – based on PERA Actuarial Report
- Recorded as

Governmental	\$731,597
Proprietary:	
(Water and Sewer)	111,749
Total	<u>\$843,346</u>
- Change in assumptions impacted 2017, 2021, 2022, 2023, 2024
- Funding percentages at June 30th 2024 estimated at
 - General Employees Fund: 89.08%
 - PEPF: 90.17%

CAPITAL PROJECTS FUNDS

CAPITAL GOODS FUND – NET POSITION (EXCLUDING CAPITAL ASSETS)

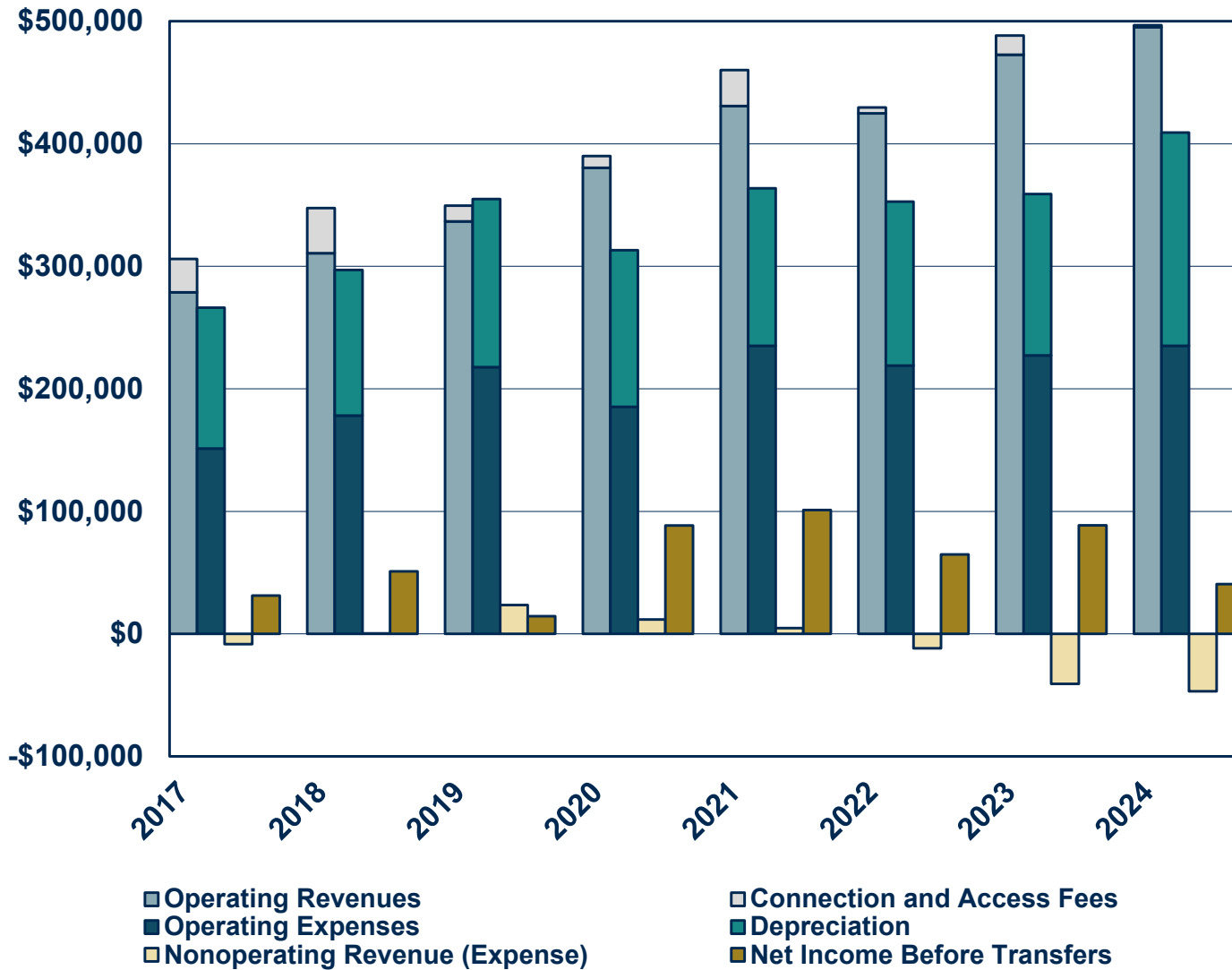


- ✓ Net Assets for items identified under Capital Replacement plan – balance at 12/31/24 totaled \$1,313,138
- ✓ 2024 capital expenditures \$371,439:
 - ✓ Fuel tanks
 - ✓ Land: MNDot property
 - ✓ Berm Improvements
 - ✓ Squad Car
 - ✓ Chevy Traverse
 - ✓ Turf & Fencing
 - ✓ Alley overlay
 - ✓ Sidewalks

OPERATIONAL TRENDS

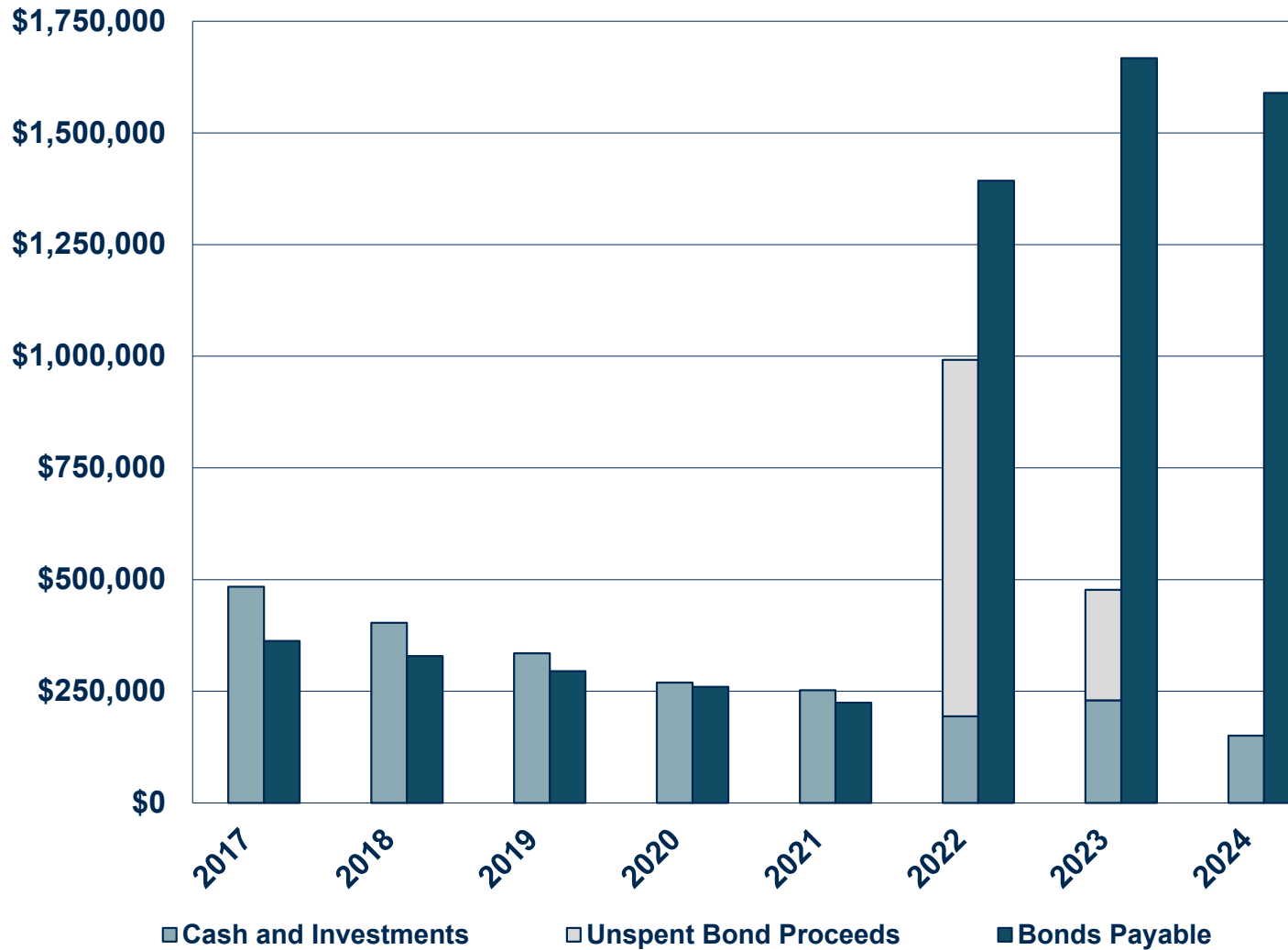
Utility Funds

WATER FUND



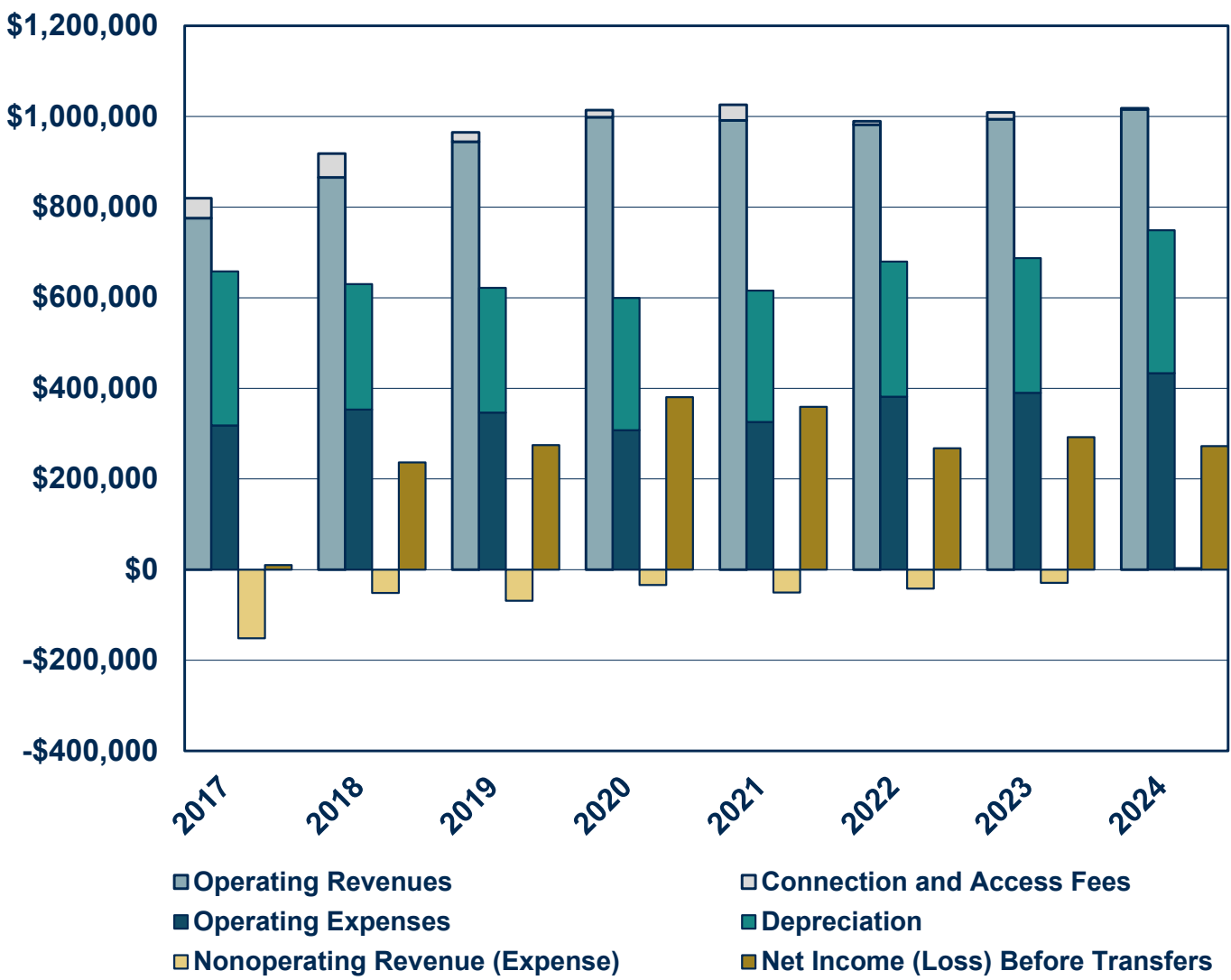
- ✓ Water service supported by ratepayers
- ✓ Operating revenues totaled \$495,082 in 2024
- ✓ Increased water rates approximately 5% in 2023 and 15% in 2024
- ✓ Rates are sufficient to cover depreciation and build reserves for future system maintenance and improvements, but not transfers for debt and other obligations

WATER FUND



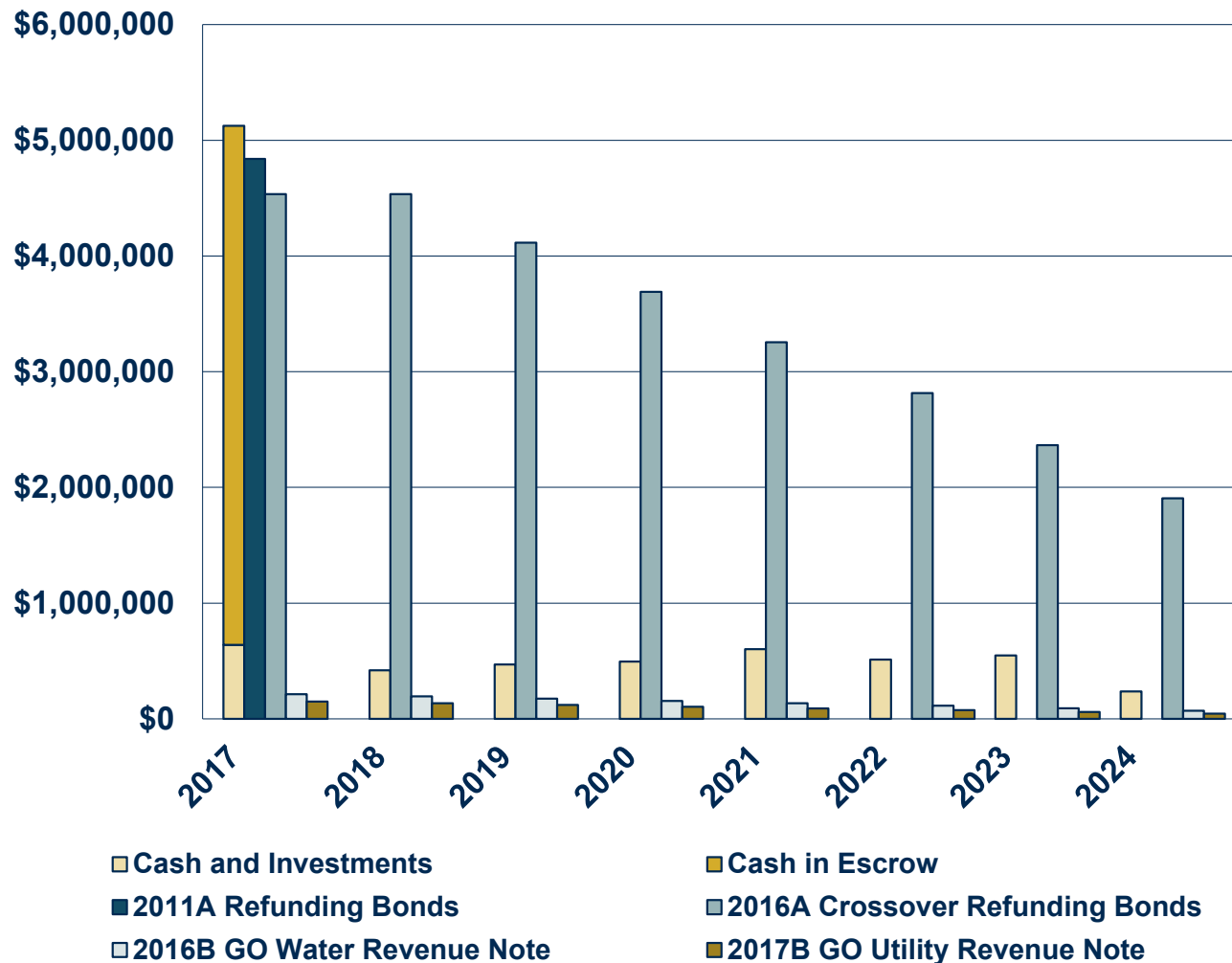
- ✓ Water Fund supports the following debt:
 - ✓ 2016B GO Water Revenue Note – Water Meters
 - ✓ 2017B GO Utility Revenue Note – Industrial Drive
 - ✓ 2022A GO Utility Revenue Note – water and sewer system improvements
 - ✓ 2023A GO Utility Improvement Bond – Prospect and Grand Street

SEWER FUND



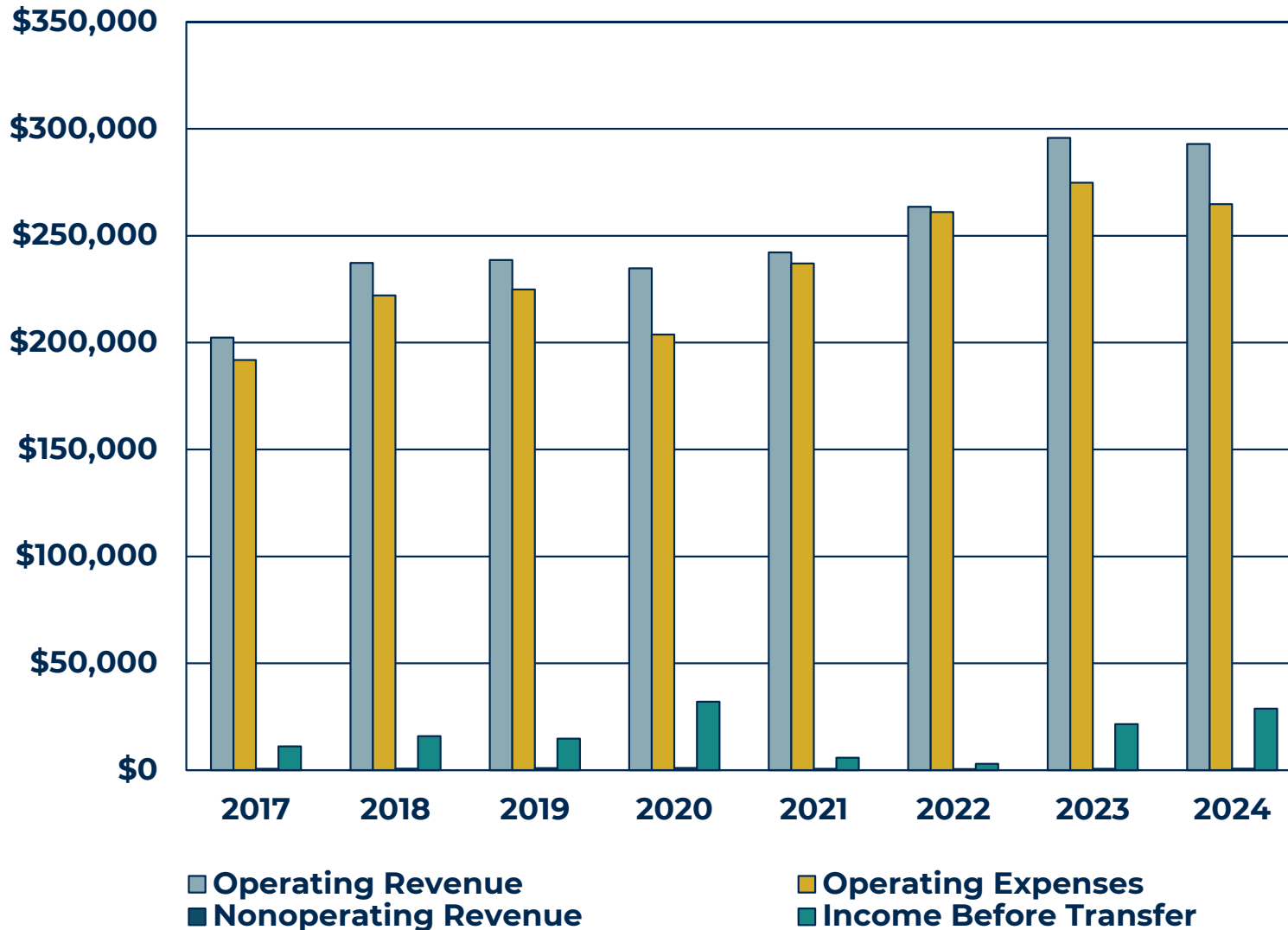
- ✓ Sewer service supported by ratepayers
- ✓ No rate increase in 2024
- ✓ Operating revenues totaled \$1,015,398 in 2024
- ✓ Depreciation totaled \$315,443
- ✓ Debt principal and interest payments totaled \$541,988 in 2024

SEWER FUND



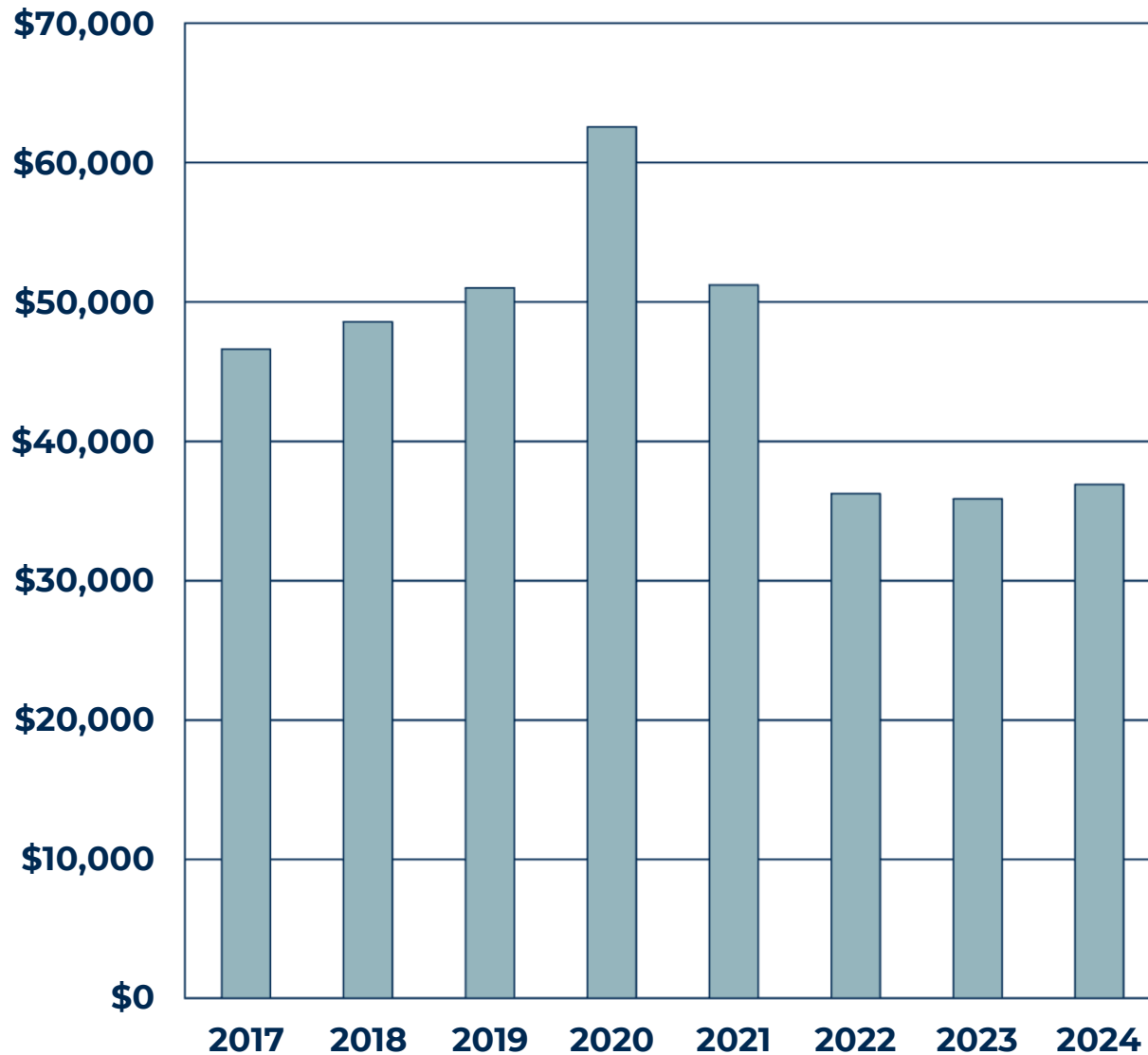
- ✓ Issued \$4,535,000 in 2016A Bonds to refund 2011A which were callable in February 2018
- ✓ Issued 2016B Bonds of \$212,500 to fund water meter project
- ✓ Issued 2017B Bonds of \$150,000 to fund Industrial Drive utility project
- ✓ Unrestricted cash balances total \$237,446 in 2024

GARBAGE FUND



- ✓ Garbage service supported by ratepayers
- ✓ Operating revenues totaled \$292,890 in 2024
- ✓ Operating expenses totaled \$264,834 in 2024 including approximately \$15K in city clean up costs
- ✓ No city clean up day in 2020 due to Covid

GARBAGE FUND



✓ Cash balance at December 31, 2024 totaled \$36,910

SUMMARY

- ✓ Unassigned General Fund balance of \$1, 689,736 equals 67.7% of next years general fund property tax levy and LGA
- ✓ Capital Goods unrestricted fund balance totaled \$1,313,138 at December 31, 2024, which is available to fund items identified in the capital replacement plan. Annual department contributions are based on established rates – Continued monitoring and evaluation will determine adequacy of those rates.
- ✓ Completed construction on 2022A water/storm project & 2023 Street Improvement project funded with GO Improvement Bonds. Spent \$113k & \$9k in 2022, \$1.8 & \$1.1 Million in 2023, and \$36k & \$159k in 2024.
- ✓ Payments being made timely on all debt.
- ✓ Water and Sewer fund rates are based on an established schedule. Continued monitoring of fund performance will determine that the City remains on plan.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Minnesota Energy Resources Franchise Agreement - Ordinance 477

Subject | Summary: Ordinance review as required for a franchise agreement.

Agenda Category: Continued Business

Submitted By: Michele Peterson

Recommended Motion: Second Review. Motion to approve as presented. Motion to approve publishing.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background: We currently have a franchise agreement with MERC that is expiring this year. Ordinance 345 was approved by the Chatfield City Council in June of 2000. Although this agreement was for 25 years, the Charter dictates that no franchise agreement be longer than 20 years. Attorney Suhler has also reviewed the ordinance/agreement and has no concerns. Attached is a copy of the draft ordinance for the franchise agreement.

Attachments:

[477 MERC WEC Gas Franchise Template - City of Chatfield.pdf](#)

Ordinance No. 477

An Ordinance granting Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns,
a natural gas franchise
and the authority to construct, operate, maintain, and extend
a natural gas distribution plant and system,
and granting the right to use the streets, alleys, and other public places
within the present or future corporate limits
of the City of Chatfield, Minnesota

Be it ordained by the City Council of the City of Chatfield, Minnesota, as follows:

FRANCHISE GRANTED

The City of Chatfield, Minnesota, (hereinafter referred to as "Grantor") hereby grants a non-exclusive franchise to Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM

The rights and privileges granted by this Ordinance shall remain in effect for a period of Twenty (20) years from the effective date of this Ordinance.

GOVERNING RULES AND REGULATIONS

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action

that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Grantor.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering seasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF COMPANY FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

RELOCATION OF COMPANY FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

FORCE MAJEURE

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to

resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, that Grantee need not save harmless Grantor from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON WAIVER

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance Number 345 of the City of Chatfield Minnesota, is hereby repealed as of the effective date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within thirty (30) days of passage by the governing body, and filed with the City Clerk of the City of Chatfield, Minnesota. The City Clerk shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within thirty (30) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

Passed and approved by the City Council of the City of Chatfield, Minnesota, on this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Ordinance 478 - Mediacom Franchise Agreement

Subject | Summary: Mediacom Franchise Agreement

Agenda Category: New Business

Submitted By: Michele Peterson

Recommended Motion: First Review, no action to be taken.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[Chatfield, MN Franchise Agreement Mediacom April 1, 2025.pdf](#)

Ordinance 478

An Ordinance granting Mediacom a Franchise Agreement with the City of Chatfield, Minnesota

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise Agreement”) is between the City of Chatfield, MN hereinafter referred to as “the Franchising Authority” and Mediacom Minnesota LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as “the Grantee.”

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Basic Cable Service” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. “Cable Act” means Title VI of the Cable Act of 1934, as amended.
- C. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. “Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and other services to Subscribers within the Service Area.

E. “FCC” means Federal Communications Commission or successor governmental entity thereto.

F. “Franchise” means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. §546) issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other facilities to provide Cable Service or video programming.

G. “Franchising Authority” means the City of Chatfield, MN.

H. “Grantee” means Mediacom Minnesota LLC, or the lawful successor, transferee, or assignee thereof.

I. “Gross Revenues” means revenues derived from Cable Services received by Grantee from Subscribers in the Service Area; provided, however, that Gross Revenues shall not include franchise fees, the FCC User Fee, or any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.

J. “Multichannel Video Program Distributor or MVPD” means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

K. “Open Video Services or OVS” means any video programming Services provided to any person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.

L. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

M. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.

N. “Service Area” means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

O. “Standard Installation” is defined as 125 feet from the nearest tap to the Subscriber’s terminal.

P. “Subscriber” means a Person who lawfully receives Cable Service of the Cable System with the Grantee’s express permission.

SECTION 2

Grant of Franchise

2.1 Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System, an OVS system or other facilities to provide Cable Service or other video programming in the Service Area without a Franchise in the form of this Franchise Agreement authorizing the same, unless applicable federal or State law prohibits the Franchising Authority’s enforcement of such a requirement.

2.2 Compliance with Minnesota Statutes. This Franchise Agreement shall comply with all provisions contained in Minnesota Statutes Chapter 238, and as amended from time to time.

2.3 Nonexclusive Franchise. This Franchise Agreement shall be nonexclusive.

2.4 Grant of Franchise. Grantee is authorized to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services or for any other lawful purposes.

2.5 Additional Franchises. The Franchising Authority may grant an additional Franchise(s) pursuant to Minn. Stat. §238.081 which is consistent with Minn. Stat. §238.081, subdivision 1(b) and 47 U.S.C. § 541. The Franchising Authority agrees that any grant of additional Franchises or other authorizations including OVS authorizations shall require service to the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the Grantee. In any renewal of this Franchise Agreement, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional Franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal are not more burdensome and/or less favorable than those contained in any such additional Franchise(s) or authorizations.

(a) In the event Franchising Authority grants one or more additional Franchises or one or more non-franchised MVPD's commence providing Cable Service in the Franchising Authority, Grantee shall have the right to modify this Franchise Agreement as provided herein, terminate the Franchise Agreement or reduce the term of this Franchise Agreement in its sole discretion. All Franchises granted or renewed after the date of this Franchise Agreement shall have the same substantive terms and conditions as this Franchise Agreement in order that one MVPD not be granted a competitive advantage over another. Nothing in this provision shall be constructed in such a way as to limit the Franchising Authority's authority to enter into other Franchises.

(b) In the event a MVPD commences operation without a Franchise or is granted a Franchise or permit to operate by the Franchising Authority, the terms and conditions of which do not comply with this Franchise Agreement, Grantee shall notify the Franchising Authority whether it wishes to modify its Franchise Agreement in addition to any rights it may have to modify its Franchise Agreement under state or federal law, terminate the Franchise Agreement or reduce the term of this Franchise Agreement in its sole discretion. The Franchising Authority and the Grantee shall work together in good faith to develop Franchise Agreement modifications which address any competitive inequity and the Franchising Authority shall adopt those modifications within ninety (90) days after receiving notice from Grantee. Failure to adopt the modifications shall allow Grantee to unilaterally opt into the competitor's Franchise or to otherwise reduce or eliminate any obligations imposed by this Franchise Agreement which are not imposed on a competitor in its sole discretion. A MVPD is not an entity that provides direct broadcast satellite services for purposes of this Section. Notwithstanding any provisions of this Section to the contrary, if the Franchising Authority does not possess authority under applicable laws to require a Franchise from any Person, the provisions of this Section shall not apply.

2.6 Conformance with State and Federal Laws and Rules. The Franchising Authority and Grantee shall conform to state laws and rules regarding Cable Services no later than one (1) year after they become effective, unless otherwise stated. The Franchising Authority and Grantee shall conform to federal laws and regulations regarding Cable Services as they become effective. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable nondiscriminatory local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise Agreement. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise Agreement. In the event of a conflict between any lawful ordinance, regulation or resolution and this Franchise Agreement, the Franchise Agreement shall control.

SECTION 3

Construction and Operation of Cable System

3.1 Compliance with Code. The System and any wires, conduits, cable, and other property and facilities of the Grantee shall be located, constructed, installed, and maintained in compliance with applicable law. The Grantee must keep and maintain its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the streets and public places of the Service Area or endanger the life or property of any person.

3.2 Permits. Pursuant to applicable local law, the Grantee shall obtain a permit from the proper municipal authority before commencing construction on its Cable System, including the opening or disturbance of a street, sidewalk, driveway, or public place. In the event that Grantee fails to meet the conditions of such a permit, the Franchising Authority may seek remedies pursuant to applicable local law.

3.3 Restoration of Public Ways. Grantee shall comply with applicable law if during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee. Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.4 Procedure for Relocation or Removal for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

3.5 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.6 No Relief from Liability. Nothing contained in the Franchise Agreement shall be construed to relieve a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's Cable System while performing work connected with grading, regrading, or changing the line of a street or public place or with the construction or reconstruction of a sewer or water system.

3.7 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System. In

3.8 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.9 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

3.10 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing System where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the connection point to Grantee's System, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.11 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.10 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.12 Cable Service to Public Buildings. Subject to applicable law, the Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide a connection to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.13 Emergency Alert. Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

3.14 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

3.15 Abandonment. Notwithstanding any provision in a Franchise, Grantee may not abandon the Cable System or a portion of it without having given three months prior written notice to the Franchising Authority. Grantee may not abandon the Cable System or a portion of it without compensating the Franchising Authority for damages resulting to it from the abandonment.

3.16 Compliance with FCC Technical Standards. The Grantee shall comply with the technical standards for Cable Systems provided in 47 C.F.R. §§ 76.601-76.617, which regulations are incorporated herein by reference as if fully set forth herein. The results of tests required by the FCC must be filed within ten (10) days of the conduct of the tests with the Franchising Authority. The Franchising Authority shall pay for the cost of any special testing requested by the Franchising

Authority to determine if the Cable System is in compliance with these technical standards, unless such testing demonstrates non-compliance in which case Grantee shall pay.

3.17 Public Inspection. The Grantee shall make available for public inspection: (1) the length and terms of residential subscriber contracts; (2) the current subscriber charges; and (3) the procedure by which subscriber charges are established, unless such provision is contrary to state or federal law.

3.18 Subscriber Privacy. No signals of class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year, which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. Grantee shall further comply with 47 U.S.C. § 551, which is incorporated herein by reference.

(1) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of the Subscribers or lists that identify the viewing habits of Subscribers, may be sold or otherwise made available to any person other than to the company and its employees for internal business use, or to the Subscriber who is the subject of that information, unless the company has received specific written authorization from the Subscriber to make the data available or unless said information is ordered by a court or subpoenaed;

(2) Written permission from the Subscriber must not be required for the systems conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to clause A;

(3) For purposes of this provision, a "class IV cable communications channel" means a signaling path provided by a cable communications system to transmit signals of any type from a subscriber terminal to another point in the communications system.

3.19 Complaint Resolution Procedure. Grantee shall comply with the customer service standards promulgated by the FCC under 47 C.F.R. § 76.309.

3.20 Receipt of Complaints. Grantee shall provide a toll-free or collect telephone number for the reception of complaints to all Subscribers and shall maintain a repair service cable of responding to Subscriber complaints or requests for service within 24 hours after receipt of the complaint or request.

3.21 Access Channels. The Grantee shall provide to each of its Subscribers who receive Cable Service offered on the Cable System, reception on at least one specially designated access channel. Grantee shall establish rules for the administration of the specially designated access channel, unless such channel is administered by the Franchising Authority. Grantee shall make readily available for public use at least the minimal equipment necessary for the production of programming and playback of prerecorded programs for the access channel in Grantee's sole discretion.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenues (as defined in subsection 1.1 of this Franchise Agreement). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. . Grantee's responsibility for payment of Franchise Fee under this Agreement shall commence on the first day of the calendar month that is at least 30 days after final execution of this Agreement. Until that time, Grantee shall continue to pay the Franchise Fee under any pre-existing Franchise Agreement with the Local Franchising Authority. Grantee shall commence payment of the franchise fee on the first day of the calendar month that is at least 30 days after final execution of this Agreement. The franchise fee payment shall be due quarterly and payable within 60 days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. Limitation on Franchise Fee Actions. The period of limitation for audit and recovery by the Franchising Authority of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due to the Franchising Authority, after which period any such payment shall be considered final.

4.2 Audit. The Franchising Authority shall have the right to audit the Grantee's accounting and financial records solely to calculate the Franchising Authority's franchise fees upon thirty (30) days prior written notice. The Grantee shall file annual reports with the Franchising Authority detailing Gross Revenues and other information the Franchising Authority deems appropriate; provided, however, such information shall be deemed a trade secret under applicable Minnesota law and shall not be disclosed by the Franchising Authority.

4.3 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment only as expressly permitted by federal law.

4.4 Renewal of Franchise.

A. Any subsequent renewal term of the Franchise Agreement shall be limited to not more than 15 years each. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Franchise Agreement shall be governed by and comply with the renewal provisions of federal law.

B. In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise Agreement term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise Agreement prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.4 to be consistent with the express renewal provisions of the Cable Act.

4.5 Conditions of Sale. If a renewal or extension of the Grantee's Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise Agreement, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise Agreement during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the

Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.6 Franchise Transfer. No sale or transfer of this Franchise Agreement or sale or transfer of stock so as to create a new controlling interest under Minn. Stat. §238.083, shall take place without the written approval of the Franchising Authority, which approval shall not be unreasonably withheld. The Grantee's right, title, or interest in the Franchise Agreement shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise Agreement or Cable System in order to secure indebtedness. Pursuant to Minn. Stat. §238.084, Subd. 1(y), if the Franchise Agreement is transferred or sold by Grantee, the Franchising Authority shall have the right to purchase the Cable System. City shall be deemed to have waived its right to purchase the System under this section in the following circumstances:

- (i) If it does not indicate to Grantee in writing, within thirty (30) days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or
- (ii) It approves the assignment or sale of the Franchise as provided within this section.

SECTION 5

Books and Records

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise Agreement. Such notice shall specifically reference the subsection of the Franchise Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise Agreement compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not

be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6

Insurance and Indemnification

6.1 Indemnification. During the term of the Franchise Agreement, the Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, boards, commissions, councils, elected officials, agents and employees (collectively the “Indemnitees”) from and against resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee’s construction, operation, maintenance or removal of the Cable System in the Service Area provided that the Franchising Authority shall give Grantee prompt written notice of its obligation to indemnify the Franchising Authority within a reasonable time of receipt of a claim or action pursuant to this subsection.

Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting solely from the willful misconduct or negligence of the Indemnitees.

6.2 Insurance. The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise Agreement. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.3 Security. The Grantee at the time the Franchise Agreement becomes effective and thereafter until the Grantee has liquidated all of its obligation with the franchising authority, shall furnish a performance bond, certificate of deposit, or other type of instrument in the amount of \$_____in order to compensate Franchising Authority for Grantee’s non-performance. The Franchising Authority may, from year to year and in its sole discretion, reduce the amount of the performance bond or instrument.

SECTION 7

Enforcement and Termination of Franchise

7.1 Franchise Termination. The Franchising Authority has the right to terminate and cancel the Franchise Agreement and the rights and privileges of the Franchise Agreement if the Grantee substantially violates a provision of the Franchise Agreement, attempts to evade the provisions of the Franchise Agreement, or practices fraud or deceit upon the Franchising Authority. The Franchising Authority shall provide the Grantee with a

written notice of the cause for termination and its intention to terminate the Franchise Agreement and shall allow the Grantee a minimum of 30 days after service of the notice in which to correct the violation. The Grantee must be provided with an opportunity to be heard at a public hearing before the governing body of the Franchising Authority before the termination of the Franchise Agreement.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise Agreement, the Franchising Authority may:

A. Commence an action at law for monetary damages or seek other equitable relief; or

B. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise Agreement, seek to revoke the Franchise Agreement in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise Agreement after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the Franchise Agreement. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise Agreement at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise Agreement.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise Agreement shall be revoked. If the Franchising Authority determines that the Franchise Agreement shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority de novo. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise Agreement in lieu of revocation.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise Agreement for violations of the Franchise Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

7.7 Removal of Facilities. Upon termination or forfeiture of the Franchise Agreement, unless otherwise required by applicable law, the Grantee shall remove its cable, wires, and appliances from the streets, alleys, and other public places within the Service Area if the Franchising Authority so requests; provided, however, that if Grantee is providing services other than Cable Services or pursuant to applicable law, City shall not require the removal of the System. In the event the Grantee fails to remove its cable, wires, and appliances from the streets, alleys, and other public places within the Service Area, the Grantee will be subject to the procedures of applicable local law.

SECTION 8
Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise Agreement shall be mutually agreed to in writing by the parties.

8.3 Reservation of Rights. Acceptance of the terms and conditions of this Franchise Agreement will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.

8.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Chatfield
City Administrator
21 SE Second Street
Chatfield, MN 55923

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Minnesota LLC

Attn: Legal Department
1 Mediacom Way
Mediacom Park, NY 10918

With a copy to: Mediacom Minnesota LLC
Attn: Regional Vice President
1504 2nd Street SE
Waseca, MN 56093

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.5 Franchise Administration. The Franchising Authority shall notify Grantee of the office or officer of the Franchising Authority responsible for the continuing administration of the Franchise Agreement.

8.6 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.7 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise Agreement.

8.8 Franchise Term and Effective Date. The Effective Date of this Franchise is May 1, 2025. The parties agree that, during the time between final execution of this Franchise and the Effective Date, the terms and conditions of the previous franchise agreement will govern. This Franchise shall be for a term of ten (10) years from such Effective Date and shall expire on May 1, 2035

Considered and approved this _____ day of _____, 2025.

City of Chatfield

Signature: _____

Printed Name: _____

Title: _____

Mediacom Minnesota LLC

Signature: _____

Printed Name: _____

Title: _____



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Utility Fee Waiver Program for new Single Family Homes

Subject | Summary: Water and Sewer connection fee waiver program for new single family residential construction.

Agenda Category: New business

Submitted By: Michele Peterson

Recommended Motion: Motion to approved continuation of the program waiving water and sewer utility connection fees for single family residential new home construction through 2025 as recommended by the EDA.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background: August 12, 2024 the City Council approved a recommendation from the EDA to waive the water and sewer connection fees for new single family residential construction through 2024 at the recommendation of the EDA. At the February 24, 2025 EDA meeting, the commission unanimously approved a recommendation to continue the program through 2025. This will allow the EDA the ability to review the program's successes.

Attachments:



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Personnel | Budget Committee

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 10, 2025

Agenda Item: Public Works Committee

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion:

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments: