

### <u>CITY OF CHATFIELD CITY COUNCIL</u> <u>AGENDA</u>

### City Council Chambers - 21 SE Second Street, Chatfield, MN 55923 March 24, 2025, 7:00 P.M.

- I. Open Meeting Roll Call
- II. Pledge of Allegiance
- III. Approve Agenda Additions or Corrections
- IV. Consent Agenda
  - a. Accounts Payable Claims Listings
  - b. Resolution 2025-11 Accepting a Donation, Library
  - c. Resolution 2025-12 Accepting a Donation, Library
  - d. Resolution 2025-13 Accepting Donations, Fire Department
  - e. Resolution 2025-14 Approving a Budget Amendment
  - f. Purchase of Flower Baskets and Hangers
  - g. Resolution 2025-16 Grant Navigator Grant Application Approval
  - h. MNDOT Amendment of Limited Use Permit

### V. Department Reports

a. Wastewater: Phosphorus Management Plan Motion to accept the completed plan.

### VI. Continued Business

a. Ordinance 478 - Mediacom Franchise Agreement
 Second Reading. Motion to approve as presented. Motion to approve publication.

#### VII. New Business

- a. Deputy Clerk Position
   Motion to approve posting the position.
- Comprehensive Plan Update Proposal
   Motion to approve as recommended by the Planning & Zoning Commission.

### VIII. Committee Reports

- a. Public Services Committee March 24, 2025 Meeting Packet
- b. Park & Rec Committee
  March 24, 2025 Meeting Packet

- IX. Mayor's Report
- X. City Administrator's Report
- XI. Roundtable
- XII. Next Meetings
- XIII. Adjourn



Meeting Date: March 24, 2025

Agenda Item: Accounts Payable Claims Listings

Subject | Summary: Consider accounts payable for approval.

Agenda Category: Consent Submitted By: Michele Peterson

**Recommended Motion:** 

**Community Engagement and Outreach:** 

FISCAL IMPACT:

**Amount:** \$284,325.49

**Ongoing Cost:** 

**One-Time Cost:** 

Included in Current Budget?:

**FISCAL DETAILS:** 

Fund Name(s) (Operations | Capital):

**Account Code:** 

Background:

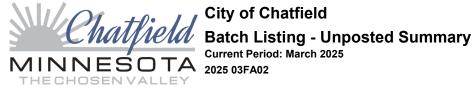
Attachments:

Batch Listing.1 - 2025 03FA02 \$208,274.93.pdf

Batch Listing.2 - 2025 0313VNDRPR \$55,165.92.pdf

Batch Listing.3 - 2025 03ADM02 \$18,192.14.pdf

Batch Listing.4 - 2025 03ADM03 \$2,692.50.pdf



Check
Nhr Invoice Account

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
ABILITY BU				<b>0</b>	t. 0.1. TO	CLEANING FED
4 D T I T T V D I	24533	E 100-41940-302	Municipal Building	Contracted Help		CLEANING-FEB
ABILITY BU	DILDING	CENTER			\$1,011.73	
<b>AIRGAS</b>						
	551445	E 230-42270-210	Ambulance	Operating Expenses	\$190.92	OXYGEN
<b>AIRGAS</b>				-	\$190.92	-
ALTA DI AN	NTNC +	DESTON INC				
ALIA PLAN		<b>DESIGN, INC.</b> E 806-46636-310	Community Action	Other Professional Servic	¢17 72/ 38	PRJCT 304.0002024.085 SE MN TMO-I
ΑΙΤΑ ΡΙΑΝ		DESIGN, INC.	Community Action	Other Professional Servic	\$17,724.38	- 110C1 304.0002024.003 3E PHV 1110-1
ALIA I LAN		DESIGN, INC.			ψ17,721.50	
ANDY OCO	NNOR					
	LSN202	E 614-49840-302	Cable TV (GENER	Contracted Help	<u> </u>	LIAISON JAN-DEC 2025
ANDY OCO	NNOR				\$435.00	
BAKER & T	AYLOR B	OOKS				
		E 211-45500-590	Libraries (GENERA	Cap. Outlay-Books	\$959.20	ACCOUNT L6248262
BAKER & T					\$959.20	
					,	
BCA		E 400 40440 000	5 11 11 11 11 11	0	+700.00	
201	800000	E 100-42110-320	Police Administrati	Communications (GENER	· · · · · · · · · · · · · · · · · · ·	ANNUAL CJDN
BCA					\$780.00	
CANON FIN	NANCIAL	SERVICES, INC.				
	391040	E 211-45500-404	Libraries (GENERA	Repairs/Maint Equipment	\$108.44	832780-1 COLOR COPIER
CANON FIN	NANCIAL	SERVICES, INC.		-	\$108.44	-
CENGAGE I	EADNIN	c				
CLINGAGE		E 211-45500-590	Libraries (GENEDA	Cap. Outlay-Books	¢15 30	ACCT 23762978
CENGAGE I			LIDIAITES (GLIVEKA	Cap. Outlay-books	\$15.39	ACC1 23/029/0
CLIVOAGE	LANITIN	· ·			φ1 <b>3.</b> 33	
CENTURYL	INK-TELE	E				
		E 211-45500-321	Libraries (GENERA		\$85.83	333527984 3480 LIBRARY
		E 100-41500-321	City Clerk	Telephone		333692580 1500 DID
		E 100-41500-321	City Clerk	Telephone	·	1/5 333683295 T1 F94-179-4395
		E 211-45500-321	Libraries (GENERA	Telephone		333944610 2911 LIBRARY ELEVATOR
		E 601-49400-321	Water Utilities (GE	Telephone	•	1/5 333683295 T1 F94-179-4395
		E 100-42110-321		Telephone		1/5 333683295 T1 F94-179-4395
		E 230-42270-321	Ambulance	Telephone		1/5 333683295 T1 F94-179-4395
CENTURY		E 100-43100-321	Street Maintenanc	Telephone	<u> </u>	1/5 333683295 T1 F94-179-4395
CENTURYL	INK-IELE	Ξ.			\$947.81	
CHATFIELD	PUBLIC	SCHOOLS				
	1312	E 614-49840-210	Cable TV (GENER	Operating Expenses	\$265.96	REMOTE & CABLE
CHATFIELD	<b>PUBLIC</b>	SCHOOLS		·	\$265.96	-
CHS						
CHS	02/28/2	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	¢178 80	FEB BLK ALLOC-10.61% GAS
		E 601-49400-212	Water Utilities (GE	Vehicle Operating Suppli	•	FEB BLK ALLOC-10.01% GAS
		E 602-49450-212	Sewer (GENERAL)	Vehicle Operating Suppli		FEB BLK ALLOC-13.55% GAS
		E 100-42110-212	Police Administrati	Vehicle Operating Suppli		FEB BLK ALLOC-52.57% GAS
		E 100-45200-212	Parks (GENERAL)	Vehicle Operating Suppli	•	FEB BLK ALLOC-12.41% GAS
		E 220-42280-212	Fire Department *	Vehicle Operating Suppli	•	FEB BLK ALLOC-18.84% DSL
		E 230-42270-212	Ambulance	Vehicle Operating Suppli	•	FEB BLK ALLOC-35.44% DSL
		E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli		FEB BLK ALLOC-45.72% DSL
CHS	02,20,2	_ 100 .0100 212	on coe i idiliterialite	. s.note operating suppli	\$3,097.47	=
00					Ψ3,037.17	

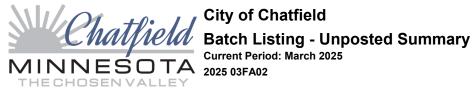


Check

Nb	r Invoice	Account	Dept Descr	Object Descr	Amount	Comments
CMS						
CMS	804-25	E 100-42400-440	Building Inspectio	Building Inspections	\$329.64	INSPECTIONS
CMS	00123	2 100 12 100 110	building Inspectio	banang mapeedana	\$329.64	11012011010
					4	
EARTHPL		E 0.40 46600 000			+2 002 00	4.4.20 PD C CERTES LINCUS DOUTS
FARTURI	V20856	E 240-46630-300	Cmmnty Dvlpmnt	Promotional Expense		14 22" PRO SERIES HNGNG BSKTS
EARTHPL	ANIEK				\$2,983.00	
ESRI						
		E 602-49450-435	Sewer (GENERAL)	Licences, Permits and Fe	\$481.44	1/3 ARCGIS
		E 100-43100-435	Street Maintenanc	Licences, Permits and Fe	·	1/3 ARCGIS
	949272	E 601-49400-435	Water Utilities (GE	Licences, Permits and Fe		1/3 ARCGIS
ESRI					\$1,416.00	
FIRST NE	TWORK SY	STEMS				
	TSC202	E 614-49840-302	Cable TV (GENER	Contracted Help	\$1,400.00	09/2024-12/2025 CCTV TECH COORD-
	PC2025	E 614-49840-302	Cable TV (GENER	Contracted Help		01-12/2025 PC COORD-MAR 2025
FIRST NE	TWORK SY	STEMS			\$2,007.00	
FREDERIC	CK S. SUHL	ER, ATTY				
		E 100-41100-304	Legislative	Legal Fees	\$600.00	MONTHLY RETAINER - MAR 2025
FREDERIC	CK S. SUHL	ER, ATTY			\$600.00	
GILLUND						
GILLUND		E 100-43100-210	Street Maintenanc	Operating Expenses	\$270.00	RUST PENTRNT
GILLUND		L 100 15100 210	Street Maintenanc	Operating Expenses	\$270.00	- NOST I ENTRINE
					φ2, 0.00	
GRIFFIN	CONSTRUC					
CDIFFIN	11585	E 100-43100-406	Street Maintenanc	Street Maint.		ICE BUILD UP
GRIFFIN	CONSTRUC	LIION			\$1,560.00	
HAMMELL	L EQUIPME	NT				
	I17960	E 100-43100-210	Street Maintenanc	Operating Expenses		OXY SHOP
HAMMELL	L EQUIPME	NT			\$42.83	
НВС						
	STMNT	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$37.50	50% 1520399 BNCH/RVR 1 OF 3 CLLC
	STMNT	E 601-49400-438	Water Utilities (GE	Internet Expenses	\$38.99	50% 1520399 UTLTY PL/HS 1 OF 3 CL
	STMNT	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$39.00	50% 1520399 UTLTY PL/HS 1 OF 3 CL
	STMNT	E 601-49400-438	Water Utilities (GE	Internet Expenses	\$55.49	50% 1520399 19 2ND ST SW
	STMNT	E 100-45200-438	Parks (GENERAL)	Internet Expenses	•	50% 1520399 19 2ND ST SW
	STMNT	E 601-49400-438	Water Utilities (GE	Internet Expenses		50% 1520399 WTR RSVR 1 OF 3 CLLC
	STMNT	E 601-49400-438	Water Utilities (GE	Internet Expenses		50% 1520399 BNCH/RVR 1 OF 3 CLLC
нвс	STMNT	E 602-49450-438	Sewer (GENERAL)	Internet Expenses	\$37.50	50% 1520399 WTR RSVR 1 OF 3 CLLC
пвс					<b>\$330.93</b>	
LMC						
	424652	E 100-42110-208	Police Administrati	Training and Instruction	\$630.00	PATROL ONLINE TRNG
LMC					\$630.00	
LMCIT P8	C/BERKLE	Y RISK SERVICE				
		E 100-42110-360	Police Administrati	Insurance (GENERAL)	\$4,059.00	AUTO INSRNC
	400044	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)	\$331.00	AUTO INSRNC
	400044	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	\$6,910.00	EQUIPMENT BREAKDOWN (WWTP)
	400044	E 100-41940-360	Municipal Building	Insurance (GENERAL)	\$8,633.00	PRPRTY INSRNC
	400044	E 100-43100-360	Street Maintenanc	Insurance (GENERAL)	\$1,538.00	PRPRTY INSRNC
	400044	E 100-45124-360	Swimming Pools -	Insurance (GENERAL)	\$12,968.00	PRPRTY INSRNC

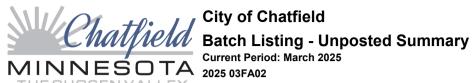


Check	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
INDI			•			
	400044	E 100-45200-360	Parks (GENERAL)	Insurance (GENERAL)		PRPRTY INSRNC
	400044	E 220-42280-360	Fire Department *	Insurance (GENERAL)		PRPRTY INSRNC
	400044	E 100-43100-360	Street Maintenanc	,	' '	AUTO INSRNC
	400044	E 100-41500-360	City Clerk	Insurance (GENERAL)	•	EXCSS LIAB
	400044	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)	. ,	PRPRTY INSRNC
	400044	E 211-45500-360		Insurance (GENERAL)		PRPRTY INSRNC EXCSS LIAB
	400044	E 601-49400-360	`	Insurance (GENERAL)	•	EXCSS LIAB
	400044 400044	E 100-43100-360 E 100-41910-360	P&Z Cmmssn	Insurance (GENERAL) Insurance (GENERAL)	•	EXCSS LIAB
	400044	E 100-41910-360		Insurance (GENERAL)	•	EXCSS LIAB
	400044	E 602-49450-360		Insurance (GENERAL)		EXCSS LIAB
	400044	E 250-46630-360	Sewer (GENERAL) Cmmnty Dvlpmnt	Insurance (GENERAL)		PRPRTY INSRNC
	400044	E 601-49400-360	, ,	Insurance (GENERAL)		PRPRTY INSRNC
	400044	E 100-41500-360	City Clerk	Insurance (GENERAL)	\$528.00	
	400044	E 100-41910-360	P&Z Cmmssn	Insurance (GENERAL)		LIABILITY - LAND USE
	400044	E 100-43100-360		Insurance (GENERAL)	. ,	UNSCHEDULED PROPERTY
	400044	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)		LIABILITY - SEWER E&O
	400044	E 100-42110-360	` ,	Insurance (GENERAL)		LIABILITY - POLICE
	400044	E 602-49450-360	Sewer (GENERAL)	Insurance (GENERAL)		AUTO INSRNC
	400044	E 601-49400-360	` ,	Insurance (GENERAL)	•	LIABILITY - 1/2 EXPENDITURES
	400044	E 100-43100-360		Insurance (GENERAL)		LIABILITY - 1/2 EXPENDITURES
	400044	E 100-41500-360	City Clerk	Insurance (GENERAL)		LIABILITY - EMPLOYMENT
	400044	E 220-42280-360	Fire Department *	Insurance (GENERAL)	. ,	AUTO INSRNC
		E 100-41100-360	Legislative	Insurance (GENERAL)		FIRST PARTY CYBER
		E 230-42270-360	Ambulance	Insurance (GENERAL)		AUTO INSRNC
		E 601-49400-360		Insurance (GENERAL)		AUTO INSRNC
LMCIT P&C		Y RISK SERVICE			\$136,959.00	, 1
LOCATORS					, ,	
LOCATORS		E 100-43100-152	Street Maintenanc	Clothing	¢50 03	GLO TSHRTS
		E 100-43100-152	Street Maintenanc	•	·	RTN ORNG TSHRTS
		E 100-43100-152	Street Maintenanc	•		ORNGE TSHRTS-WRNG CLR
LOCATORS			Street Maintenanc	Clothing	\$50.93	OKNOL TSHKTS WKNO CEK
	, a 501 1 1				ψ30.33	
LOFFLER	<b>405021</b>	E 211-45500-404	Librarios (CENEDA	Repairs/Maint Equipment	¢27 72	CANON DXC3725I OVERAGE CHARGE
LOFFLER	733321	L 211-43300-404	LIDIAITES (OLIVLION	Repairs/Maint Equipment	\$37.72	CANON DACS/231 OVERAGE CHARGE
					Ψ37.72	
LYNDA KA		E 64.4 400.40 202	C.I.I. T.//CENED	C	+1.10.00	CC C LIC MD 0 M/D 00/2024 42/
	CCSCM	E 614-49840-302	Cable TV (GENER	Contracted Help		CC, SchlCncrts, MD & WD 09/2024-12/
LYNDA KA	RVEK				\$140.00	
MARCO, IN	IC.					
	INV136	E 220-42280-403	Fire Department *	Prev. Maint. Agreements	\$225.00	2025 5% MIT - 4,500 /54,000
	INV136	E 603-49500-403	Refuse/Garbage (	Prev. Maint. Agreements	\$675.00	2025 15% MIT - 4,500 /54,000
	INV136	E 230-42270-403	Ambulance	Prev. Maint. Agreements	\$225.00	2025 5% MIT - 4,500 /54,000
	INV136	E 100-41500-403	City Clerk	Prev. Maint. Agreements	\$675.00	2025 15% MIT - 4,500 /54,000
	INV136	E 100-43100-403	Street Maintenanc	Prev. Maint. Agreements		2025 5% MIT - 4,500 /54,000
	INV136	E 601-49400-403	Water Utilities (GE	Prev. Maint. Agreements	\$900.00	2025 20% MIT - 4,500 /54,000
	INV136	E 100-42110-403	Police Administrati	Prev. Maint. Agreements		2025 15% MIT - 4,500 /54,000
		E 602-49450-403	Sewer (GENERAL)	Prev. Maint. Agreements		2025 20% MIT - 4,500 /54,000
MARCO, IN	IC.				\$4,500.00	
MAYO CLII	NIC					
	74426	E 230-42270-415	Ambulance	Medical Services	\$340.00	PRMDC INTRCPT



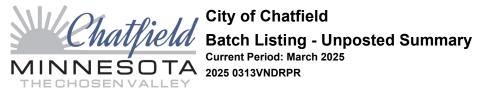
$\sim$ L	
u	еск

Check	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
MAYO CLIN		Account	рерг резсі	Object Desci	\$340.00	Comments
MATO CLIN	iic				\$3 <del>7</del> 0.00	
MEDIACOM				_		
	•	E 230-42270-438	Ambulance	Internet Expenses		1/3 CITY HALL HSD & STATIC IPS
	•	E 100-41500-438	City Clerk	Internet Expenses	•	1/3 CITY HALL HSD & STATIC IPS
MEDIACOM	•	E 100-42110-438	Police Administrati	Internet Expenses	\$108.19	1/3 CITY HALL HSD & STATIC IPS
MEDIACOM	•				<b>\$324.90</b>	
MINNESOT						
		E 230-42270-209	Ambulance	Training Institution	· · · · · · · · · · · · · · · · · · ·	EDCTN PRGRM RNWL APP
MINNESOT	A OFFICI	OF EMS			\$100.00	
MN CHIEFS	OF POL	CE ASSOC.				
	20290	E 100-42110-433	Police Administrati	Dues and Subscriptions	\$376.00	MBRSHP RNWL - FOX VTNG 6-15
MN CHIEFS	OF POL	ICE ASSOC.			\$376.00	
OLMSTED N	<b>1EDICAL</b>	CENTER CLINIC				
	MAR 04	E 602-49450-310	Sewer (GENERAL)	Other Professional Servic	\$39.00	PR U DRG SC
OLMSTED M	<b>1EDICAL</b>	CENTER CLINIC			\$39.00	-
QUILL.COM	ı					
<b>Q</b> 011110011		E 601-49400-210	Water Utilities (GE	Operating Expenses	\$23.36	UB PERF PAPER ALLOC 2025 22.69%
	431224	E 100-41500-210	City Clerk	Operating Expenses	•	206A- CLERKS TONER
	431681	E 603-49500-210	Refuse/Garbage (	Operating Expenses	\$19.79	UB PER PAPER ALLOC 2025 19.22%
	431681	E 602-49450-210	Sewer (GENERAL)	Operating Expenses	\$59.80	UB PERF PAPER ALLOC 2025 58.09%
	426299	E 100-41500-240	City Clerk	Small Tools and Minor E	\$53.99	OIC HD 3 HOLE PNCH
QUILL.COM	l				\$492.90	
SCHUMACH	IER ELEV	ATOR CO				
	906415	E 211-45500-401	Libraries (GENERA	Repairs/Maint Buildings	\$170.78	LIB ELEV MAINT
SCHUMACH	IER ELEV	ATOR CO			\$170.78	-
SELCO						
SEEGO	053291	E 211-45500-414	Libraries (GENERA	Automated Operations	\$467.83	ILS PCKG-PUBLICS
SELCO					\$467.83	
CMTTU CCU	AEED 0	ACCOCIATEC LTD				
SMITTH SCH	37096	<b>ASSOCIATES LTD</b> E 602-49450-301	Sower (GENERAL)	Auditing and Acctg Servi	\$5,000,00	PROGRESS BILLING 2024.2
	37096	E 601-49400-301	` ,	Auditing and Acctg Servi		PROGRESS BILLING 2024.2
	37096	E 100-41500-301	City Clerk	Auditing and Acctg Servi		PROGRESS BILLING 2024.2
SMITH SCH	AFER &	ASSOCIATES LTD	,		\$20,000.00	
COUTUEAC	T MECUA	NTCAL				
SOUTHEAS	1 МЕСПА 36710	_	Librarios (CENEDA	Cap. Outlay-Library Impr	¢5 000 00	RPLC FRNC
SOUTHEAS			LIDIAITES (GENERA	Cap. Outlay-Library Impi	\$5,099.00	RECERNC
					43,033.00	
STREAMLIN		E 244 4EE22 422	(051150.4		+100.00	CTD.
CTDEAMLTA		E 211-45500-438	Libraries (GENERA	Internet Expenses	·	STRMLN FLX - MAR 1-APR 1, 2025
STREAMLIN	NE				\$100.00	
T.E.C. INDU	JSTRIAL	INC.				
		E 100-45200-210	Parks (GENERAL)	Operating Expenses		V BELTS
T.E.C. INDU	JSTRIAL	INC.			\$39.65	
TASC						
112891	APR 20	E 100-41500-310	City Clerk	Other Professional Servic	\$20.50	COBRA MO ADM FEE - APR 2025
TASC					\$20.50	



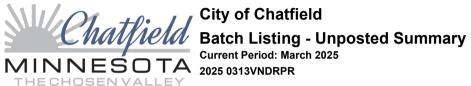
Check	_		_			_
Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
	6519	E 100-45124-350	Swimming Pools -	Print/Binding (GENERAL)	\$25.00	LFGRD APPS
	6540	E 100-43100-350	Street Maintenanc	Print/Binding (GENERAL)	\$40.00	EQPMNT 4SL - HLA SNW PSHR
	6525	E 100-45124-350	Swimming Pools -	Print/Binding (GENERAL)	\$25.00	LFGRD APPS
THE CHATE	IELD NE	WS, LLC			\$90.00	
WIDSETH S	MITH NO	OLTING & ASSOC.				
	236714	E 100-43100-310	Street Maintenanc	Other Professional Servic	\$105.00	2025-10056.14 GIS 1/3 STRTS
	236714	E 601-49400-310	Water Utilities (GE	Other Professional Servic	\$105.00	2025-10056.14 GIS 1/3 WTR
	236714	E 100-41910-310	P&Z Cmmssn	Other Professional Servic	\$2,688.00	2025-10056.15 PLNNNG
	236714	E 602-49450-310	Sewer (GENERAL)	Other Professional Servic	\$105.00	2025-10056.14 GIS 1/3 WW
WIDSETH S	MITH NO	OLTING & ASSOC.			\$3,003.00	
ZEP MANUF	ACTURI	NG				
	901093	E 100-43100-210	Street Maintenanc	Operating Expenses	\$146.41	TWL
ZEP MANUF	ACTURI	NG			\$146.41	
ZOLL MEDI	CAL COR	PORATION				
	414694	E 230-42270-210	Ambulance	Operating Expenses	\$63.59	PPR THRML
ZOLL MEDI	CAL COR	PORATION			\$63.59	
2025 03FA02					\$208,274.93	
					\$208,274.93	

([BatchID] in (21223))



Check

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
AFLAC			·			
_	372712	G 910-21718			\$54.47	PR VNDR LBLTY
		G 910-21715			·	PR VNDR LBLTY
	372712	G 910-21713			•	PR VNDR LBLTY
	372712	G 910-21712				PR VNDR LBLTY
	372712	G 910-21724			\$281.84	PR VNDR LBLTY
AFLAC					\$745.65	
BLUE CROS	S BLUE S	SHIELD				
112890	250228	G 910-21721			\$122.17	PR VNDR LBLTY
BLUE CROS	S BLUE S	SHIELD			\$122.17	
CHATFIELD	PUBLIC	LIBRARY				
112887	2025-0	R 211-45500-3620	Libraries (GENERA		-\$125.00	PR VNDR LBLTY
		G 910-21728	`			PR VNDR LBLTY
CHATFIELD	PUBLIC	LIBRARY			\$0.00	
EFTPS						
	527108	G 910-21703			\$7,267.16	PR VNDR LBLTY
	527108	G 910-21709			\$2,158.76	PR VNDR LBLTY
	527108	G 910-21701			\$5,366.62	PR VNDR LBLTY
EFTPS					\$14,792.54	
<b>EMPOWER</b>	MNDCI	P				
112885	127747	G 910-21719			\$921.11	PR VNDR LBLTY
<b>EMPOWER</b>	MNDCI	P			\$921.11	
HEALTHEQU	JITY					
112886	hmluotu	G 910-21726			\$3,212.50	PR VNDR LBLTY
HEALTHEQU	JITY				\$3,212.50	
LAW ENFO	RCEMENT	Γ LABOR SERVICES	}			
	MAR-25	G 910-21717			\$292.00	PR VNDR LBLTY
LAW ENFO	RCEMENT	T LABOR SERVICES	;		\$292.00	
MN PEIP						
112881	150317	G 910-21706			\$21,076.06	PR VNDR LBLTY
MN PEIP					\$21,076.06	
MN REVENI	ıe				. ,	
		G 910-21702			¢2 016 25	PR VNDR LBLTY
MN REVEN		0 910-21702			\$2,016.25	TR VINDIR EDETT
					\$2,010.23	
NCPERS GR		<b>E INSURANCE</b> G 910-21707			¢120.00	PR VNDR LBLTY
NCPERS GR		E INSURANCE			\$128.00	PR VINDR EDETT
					¥120.00	
112884	SOMBE	G 910-21705			¢4 665 79	PR VNDR LBLTY
112004		E 230-42270-121	Ambulance	PERA		PR VNDR LBLTY
		G 910-21704	Ambulance	ILIVA		PR VNDR LBLTY
PERA	50 2	0 310 2170 1			\$11,726.31	
					, ,	
112888	02/12/2	C 010-21714			¢122.22	DD WNDD I BI TV
	03/13/2	G 910-21714				PR VNDR LBLTY
TASC					\$133.33	
025 0313VNDR	.PR				\$55,165.92	



Current Period: March 2025

2025 0313VNDRPR

Check

Nbr Invoice Account

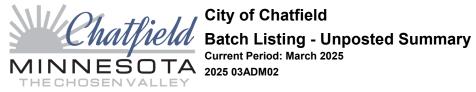
Dept Descr

Object Descr

Amount Comments

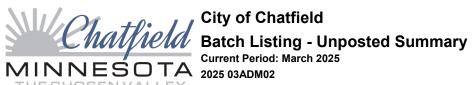
([BatchID] in (21243))

\$55,165.92



Check
Nhr Invoice Account

Check						
Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
MINNESOT	A ENERG	Y RESOURCES				
	_	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$670.25	00014 PPLS 19 SCND ST SW
		E 100-45124-380	Swimming Pools -	Utility Services (GENERA	•	000011 POOL
		E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA		00003 WWTP - LIBRARY LN
		E 100-43100-380	Street Maintenanc	Utility Services (GENERA		00002 FH 25% STREET
		E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	•	00016 100 OTR GNRTR
		E 220-42280-380	Fire Department *	Utility Services (GENERA		00002 FH 60% FIRE
		E 230-42270-380	Ambulance	Utility Services (GENERA		00002 TT 00 70 TIRE 00001 MUNI - AMB 1/3
		E 211-45500-380	Libraries (GENERA			00001 MON1 - AMB 1/3
			•	Utility Services (GENERA	•	
		E 100-42110-380	Police Administrati	Utility Services (GENERA		00001 MUNI 1/3
		E 100-41940-380	Municipal Building	Utility Services (GENERA		00001 MUNI 1/3
		E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	•	00002 FH 15% WATER
		E 601-49400-380	Water Utilities (GE	Utility Services (GENERA		00015 547 HLLSD BSTR STTN
MINNESOT	A ENERG	Y RESOURCES			\$4,600.10	
MN REVEN	UE					
112879	FEB 20	E 100-43100-212	Street Maintenanc	Vehicle Operating Suppli	\$48.65	7316521 PTRLM TX-FEB 2025
	FEB 20	E 100-43100-437	Street Maintenanc	Sales Tax - Purchases	·	7316521 STREET CHRGS
	FEB 20	E 603-49500-436	Refuse/Garbage (	Sales Tax	•	7316521 GARBAGE TAX
	FEB 20	E 100-42110-437	Police Administrati			7316521 POLICE CHRGS
MN REVEN		_ 10010			\$1,057.65	, , , , , , , , , , , , , , , , , , , ,
	-				Ψ1/03/103	
		OOPERATIVE				
060396	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$187.00	7823600 MEYERS AND TERMAR
	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$64.14	2447300 UNION ST NE - XING
	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$69.79	2436500 CR 2 HWY S
	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$182.75	3265100 20 2ND ST SE - LIGHTS
	03/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$83.00	2438500 MILL CREEK PARK
	03/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$1,112.42	3011701 BLUFF ST
	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$2,121.00	3011800 STREET LIGHTS
	03/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$64.52	3211800 250 OLD TERRITORIAL RD
	03/06/2	E 100-45124-380	Swimming Pools -	Utility Services (GENERA	\$309.01	3237701 107 UNION ST NE
	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$181.26	3260000 52 3RD ST SW - STL MTR
	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$87.13	3376900 EV CHARGER - 405 MAIN ST
	03/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$63.00	2432200 CHATFIELD SIGN
	03/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$87.26	2410200 MAIN ST-CITY PARK
	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$403.88	2400202 PPLS 19 SCND ST SW
	03/06/2	E 211-45500-380	Libraries (GENERA	Utility Services (GENERA		2402500 LIBRARY 322 MAIN ST S
	03/06/2	E 230-42270-380	Ambulance	Utility Services (GENERA	\$336.00	2407900 1/3 21 2ND ST SE
	03/06/2	E 100-42110-380	Police Administrati	Utility Services (GENERA		2407900 1/3 21 2ND ST SE
		E 100-41940-380	Municipal Building	Utility Services (GENERA	•	2407900 1/3 21 2ND ST SE
		E 100-43100-380	Street Maintenanc	Utility Services (GENERA		2154400 10208 HILLSIDE DRIVE
		E 220-42280-380	Fire Department *	Utility Services (GENERA		2410100 3/4 FIRE HALL
		E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA		2428000 MILL CREEK PARK
		E 100-43100-380	Street Maintenanc	Utility Services (GENERA		2410100 1/4 FIRE HALL
		E 220-42280-380	Fire Department *	Utility Services (GENERA		2410000 318 S MAIN ST-WHISTLE
		E 100-43100-380	Street Maintenanc	Utility Services (GENERA	•	3260100 301 TH 52 - TRAFFIC SI
		E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA		242390 MILL CREEK PK - LIFT ST
		E 100-43100-380	Street Maintenanc	Utility Services (GENERA		2182100 SIREN - 10210 HILLSIDE
		E 100-45100-380	Parks (GENERAL)	Utility Services (GENERA		2432400 400 3RD ST SW
		E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA		2430200 126 LIBRARY LN WWTP
DEAD! ES F			JEWEI (GENERAL)	ounty services (GENERA		ZTJUZUU IZU LIDRAKI LIN WWWIP
PEUPLES E	NEKGT C	OOPERATIVE			\$11,276.16	



THE CHOSEN VALLEY

Check

Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
REVTRAK						
112880	FEB 20	E 100-42110-323	Police Administrati	Administration Expense	\$4.05	ADMIN FEE ALLOC
	FEB 20	E 230-42270-323	Ambulance	Administration Expense	\$1.05	ADMIN FEE ALLOC
	FEB 20	E 603-49500-323	Refuse/Garbage (	Administration Expense	\$221.63	2024 ADMIN FEE ALLOC 19.24%
	FEB 20	E 602-49450-323	Sewer (GENERAL)	Administration Expense	\$669.85	2024 ADMIN FEE ALLOC 60.58%
	FEB 20	E 601-49400-323	Water Utilities (GE	Administration Expense	\$261.65	2025 ADMIN FEE ALLOC 22.22%
REVTRAK					\$1,158.23	
STREAMLIN	<b>IE</b>					
060334	OBE128	E 211-45500-438	Libraries (GENERA	Internet Expenses	\$100.00	STRMLN FLX - JAN 1-FEB 1, 2025
STREAMLIN	IE .				\$100.00	
2025 03ADM02					\$18,192.14	
					\$18,192.14	

([BatchID] in (21214))



## Batch Listing - Unposted Summary Current Period: March 2025

2025 03ADM03

Check Nbr	Invoice	Account	Dept Descr	Object Descr	Amount	Comments
CUSTOM PO	WDER C	COATING LLC				
060400	25319	E 100-43100-404	Street Maintenanc	Repairs/Maint Equipment	\$240.00	WLD & PWDCT FRM
CUSTOM PO	WDER C	COATING LLC		_	\$240.00	
MIENERGY	COOPER	ATIVE				
060401	03/06/2	E 100-45200-380	Parks (GENERAL)	Utility Services (GENERA	\$33.76	333119001 8500759501 52 SIGN
	03/06/2	E 100-43100-380	Street Maintenanc	Utility Services (GENERA	\$410.00	333119005 85010070 HSD STLGHTS
	03/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$783.51	333119002 85007612 HSD BS
	03/06/2	E 601-49400-380	Water Utilities (GE	Utility Services (GENERA	\$539.34	333119003 85007624 JOHNST WELL
	03/06/2	E 602-49450-380	Sewer (GENERAL)	Utility Services (GENERA	\$41.86	333119004 85007649 STALB LS
MIENERGY	COOPER	ATIVE		_	\$1,808.47	
QUADIENT	- POSTA	GE ALLOCATION				
060399	03/02/2	E 100-41500-322	City Clerk	Postage	\$644.03	POSTAGE
QUADIENT	- POSTA	GE ALLOCATION		<del>-</del>	\$644.03	
2025 03ADM03				=	\$2,692.50	
				-	\$2,692.50	

([BatchID] in (21234))



Meeting Date: March 24, 2025

Agenda Item: Resolution 2025-11 Accepting a I	Donation, Library
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion:	
Community Engagement and Outreach:	
FISCAL IMPACT:	
Amou	ınt:
Ongoing Co	ost:
One-Time Co	ost:
Included in Current Budge	et?:
FISCAL DETAILS:	
Fund Name(s) (Operations   Capita	al):
Account Co	de:
Background:	
Attachments:	
2025-11 Accepting Donations Library.pdf	

### RESOLUTION 2025-11 A RESOLUTION ACCEPTING A DONATION TO THE CITY

**WHEREAS**, the City of Chatfield is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

Mike Speck	500.22
Sassy Quilters	<u>175.00</u>
Dornack Quilters	57.00
Sassy Quilters	220.00
Dornack Quilters	40.00
Splittstoesser Quilters	110.00
Total	1,102.22

**WHEREAS**, the terms or conditions of the donations, if any, are as follows: To be used for capital purchases for the Chatfield Public Library.

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

**WHEREAS**, the City Council finds that it is appropriate to accept the donations offered.

## **NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATFIELD, MINNESOTA AS FOLLOWS:

- 1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
- 2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Chatfield, Minnesota this 24<sup>th</sup> day of March 2025.

/s/Beth M Carlson City Clerk City of Chatfield



Meeting Date: March 24, 2025

Agenda Item: Resolution 2025-12 Accepting a [	Donation, Library
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion:	
Community Engagement and Outreach:	
FISCAL IMPACT:	
Amou	nt:
Ongoing Co	st:
One-Time Co	st:
Included in Current Budge	t?:
FISCAL DETAILS:	
Fund Name(s) (Operations   Capita	al):
Account Cod	de:
Background:	
Attachments:	
2025-12 Accepting Donations Library pdf	

2025-12 Accepting Donations Library.pdf

### RESOLUTION 2025-12 A RESOLUTION ACCEPTING A DONATION TO THE CITY

**WHEREAS**, the City of Chatfield is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

Chill Fest "Book Sale"	\$1,344.00
Memorial	\$ 20.00
	\$1,364.00

**WHEREAS**, the terms or conditions of the donations, if any, are as follows:

To be used for operational purchases for the Chatfield Public Library.

**WHEREAS**, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

**WHEREAS**, the City Council finds that it is appropriate to accept the donations offered.

## **NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATFIELD, MINNESOTA AS FOLLOWS:

- 1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
- 2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Chatfield, Minnesota this 24<sup>th</sup> day of March 2025.

/s/Beth M Carlson City Clerk City of Chatfield



Meeting Date: March 24, 2025

**Agenda Item:** Resolution 2025-13 Accepting Donations, Fire Department

**Subject | Summary:** Resolution accepting a donation for the Fire Department

Agenda Category: Consent Agenda Submitted By: Michele Peterson

**Recommended Motion:** 

**Community Engagement and Outreach:** 

**FISCAL IMPACT:** 

**Amount:** \$50.00

**Ongoing Cost:** 

**One-Time Cost:** 

**Included in Current Budget?:** 

**FISCAL DETAILS:** 

Fund Name(s) (Operations | Capital): Capital

**Account Code: 221-42280-36230** 

Background:

Attachments:

2025-13 Accepting Fire Dept. Donations.pdf

### Resolution 2025-13

# Resolution Accepting Annual Chatfield Fire Department Fund Drive Donations

**WHEREAS,** the City of Chatfield is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

**WHEREAS,** contributions have been received for the annual fund drive and entities have offered to contribute the cash amounts set forth below to the city:

Contributions Received To:	Month	Contribution Total
Receiving to Capital Goods- 221-42280-36230	Jan-Feb-2025	\$50.00

**WHEREAS,** all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

**WHEREAS**, the City Council finds that it is appropriate to accept the donations offered.

**NOW THEREFORE**, **Be It Resolved** By The City Council Of The City Of Chatfield, Minnesota As Follows:

- 1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
- 2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Chatfield, Minnesota this 24th day of March 2025.

/s/Beth M Carlson City Clerk City of Chatfield



Meeting Date: March 24, 2025

**Agenda Item:** Resolution 2025-14 Approving a Budget Amendment

Subject | Summary: Authorize 2025 & 2026 budget amendment reducing the water fund transfer to the

2023A Debt Service by \$64,125.54 from the 2023A construction fund balance overage.

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:** 

**Background:** The 2023A Grand & Prospect Street Construction Fund (423) was completed under budget by \$222,125.24. The construction fund balance was transferred to the associated debt service fund (323) as approved by resolution 2025-06.2. The overage due to part of the project not being necessary based on the soil type was projected to be \$158,000 and was taken into account in the 2025 budget. The debt service fund balance is higher than the original bond revenue schedule from the construction fund balance transfer.

### **Attachments:**

2025-14 Budget Amendment - 2023A Debt Service Fund (323) & Water Fund 601.pdf



### Resolution 2025-14

### **Resolution Approving a Budget Amendment**

**Whereas,** the annual budget may be amended by the City Council due to omissions, corrections, or unanticipated expenditures or revenues; and

Whereas, the 2023A Grand & Prospect Street Construction Fund (423) was completed under budget by \$222,125.24. The construction fund balance was transferred to the associated debt service fund (323) as approved by resolution 2025-06.2. The overage due to part of the project not being necessary based on the soil type was projected to be \$158,000 and was taken into account in the 2025 budget. The debt service fund balance is higher than the original bond revenue schedule from the construction fund balance transfer.

**Now Therefore, Be It Resolved** that the Chatfield City Council authorizes the Finance Director to amend the 2025 & 2026 Budget relating to the original Debt Service revenue schedule by decreasing the transfers from the water fund in 2025 and 2026 by the \$64,125.54 construction fund balance overage amount above the original projection of \$158,000 to assist the water fund low balance.

	Account			Change Amt +		Amndd
Fund	Number	<b>Account Description</b>	Comment	or (-)	Orgnl Bdgt	Budget
2025 Budget A	Amendments					
601 Water	E 601-49400-767	Xfer Out-2023A DS	Reduce Water 2023A DS Bond Obligation	\$ (31,920.00)	\$ 31,920.00	\$ -
323 2023A DS	R 323-47000-39201	Xfer In - Bond Revenue	Reflect actual 2023A CF Balance transfer	\$ 32,205.54	\$189,920.00	\$222,125.54
2026 Budget	Debt Service Sched	dule Amendments				
601 Water	E 601-49400-767	xfer Out-2023A DS	Reduce Water 2023A DS Bond Obligation	\$ (32,205.00)	\$ 36,110.00	\$ 3,905.00
323 2023A DS	R 323-47000-39201	Xfer In - Bond Revenue	Reduce Revenue from Water Fund	\$ (32,205.00)	\$ 36,110.00	\$ 3,905.00

Approved by the Chatfield City Council this 24th day of March 2025.



Meeting Date: March 24, 2025

Agenda Item: Purchase of Flower Baskets and Hangers

Subject | Summary: Consideration for purchasing self watering flower baskets and new hangers to

support the baskets as recommended by the Personnel Budget Committee.

Agenda Category: Consent Agenda Submitted By: Michele Peterson

**Recommended Motion:** 

**Community Engagement and Outreach:** 

**FISCAL IMPACT:** 

**Amount:** ~\$4,000

Ongoing Cost: No

One-Time Cost: Yes

Included in Current Budget?: Funds have been budgeted for flowers, however

the total amount needed exceeds the budgeted

amount.

**FISCAL DETAILS:** 

Fund Name(s) (Operations | Capital):

**Account Code: 240-46630-300** 

Background:

Attachments:



Meeting Date: March 24, 2025

Agenda Item: Resolution 2025-16 Grant Naviga	ator Grant Application Approval
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion:	
Community Engagement and Outreach:	
FISCAL IMPACT:	
Amou	unt:
Ongoing Co	ost:
One-Time Co	ost:
Included in Current Budge	et?:
FISCAL DETAILS:	
Fund Name(s) (Operations   Capit	al):
Account Co	de:
Background:	
Attachments:	
2025 16 Grant Navigation Pacalution of Sunna	ort ndf

2025-16 Grant-Navigation-Resolution-of-Support.pdf

## City of Chatfield RESOLUTION NO. 2025-16

## A RESOLUTION AUTHORIZING APPLICATION FOR GRANT NAVIGATION SUPPORT FOR THE CITY.

**WHEREAS**, the League of Minnesota Cities ("LMC") has created a pilot Grants Navigation Program ("Program") in which LMC will provide grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects.

**WHEREAS**, the Program is limited to providing services to help obtain grant funding for one project per city.

**WHEREAS**, the Program is limited to providing support in obtaining grant funding, and LMC does not provide funds to implement projects.

**WHEREAS**, the City of Chatfield ("City") wishes to apply to the Program to for support in finding grant funding for Old Territorial Underground Water Storage Tank Replacement ("Project").

**WHEREAS,** the City recognizes that the if approved, any funds received through the Program must be used in a manner consistent with the conditions above as well as all other conditions or limitations of the Program.

## **NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATFIELD, MINNESOTA AS FOLLOWS:

- 1. The City names SEH, Inc as its fiscal agent ("Fiscal Agent") for the purposes of applying to the Program on behalf of the City.
- 2. The City authorizes the Fiscal Agent to act on its behalf when communicating with LMC in all matters related to the Program application for the Project.
- 3. If the City is awarded a grant under the Program, it agrees to use the funds to engage with industry partners who will aid in the grant matching and application process consistent with the terms and conditions of the Program.
- 4. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Program.
- 5. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then periodically until after project completion consistent with the terms and conditions of the Program.

Passed by the City	Council of	f Chatfield,	Minnesota	this 24th	day of	March,	2025.

John McBroom, Mayor

Attested:	
City Clerk	<del></del>



Meeting Date: March 24, 2025

Agenda Item: MNDOT Amendment of Limited U	Jse Permit
Subject   Summary: Amendment to include new	v crossing.
Agenda Category: Consent Agenda	Submitted By: Michele Peterson
Recommended Motion:	
Community Engagement and Outreach:	
FISCAL IMPACT:	
Amou	nt:
Ongoing Co	st:
One-Time Co	st:
Included in Current Budge	t?:
FISCAL DETAILS:	
Fund Name(s) (Operations   Capita	al):
Account Cod	de:
Background:	
Attachments:	
Amended1.pdf	

## STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

## AMENDMENT OF LIMITED USE PERMIT # 1

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

The State of Minnesota, Department of Transportation ("MnDOT") and City of Chatfield, ("Permittee"), entered into Limited Use Permit No. LUP # 5511-0053 ("LUP") involving the construction, maintenance and operation of a Facility as further described in the LUP.

The parties deem certain amendments and additional terms and conditions mutually beneficial for effective continuation of said LUP.

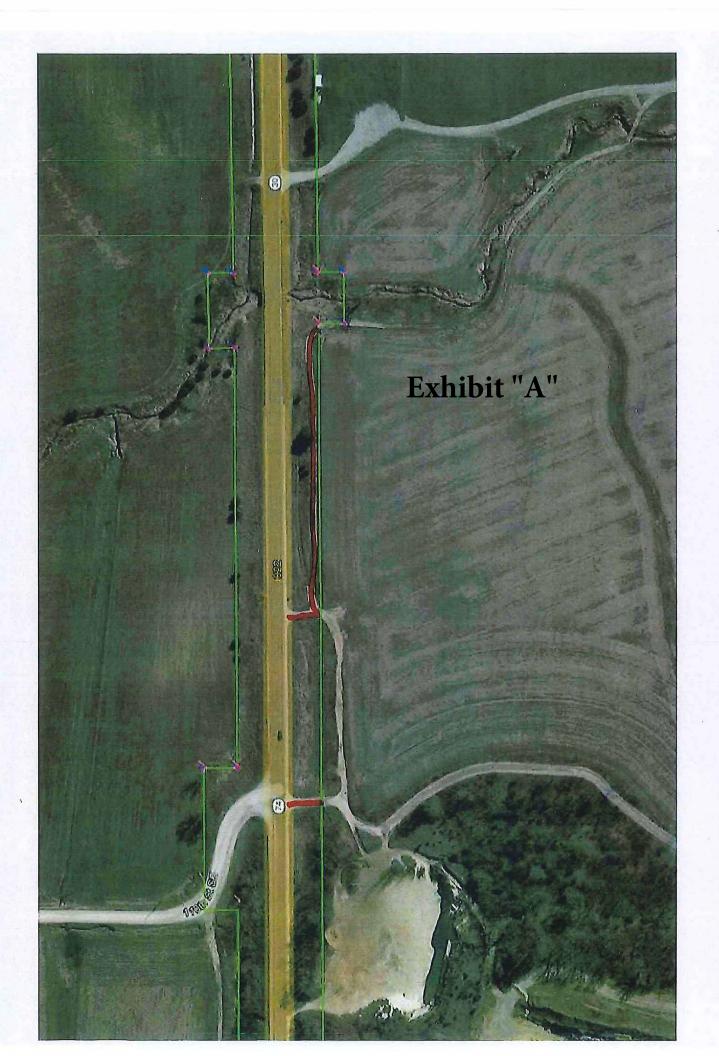
### NOW THEREFORE

MnDOT and Permittee agree to amend the LUP with the substitution of the following terms and conditions which shall become part of the LUP.

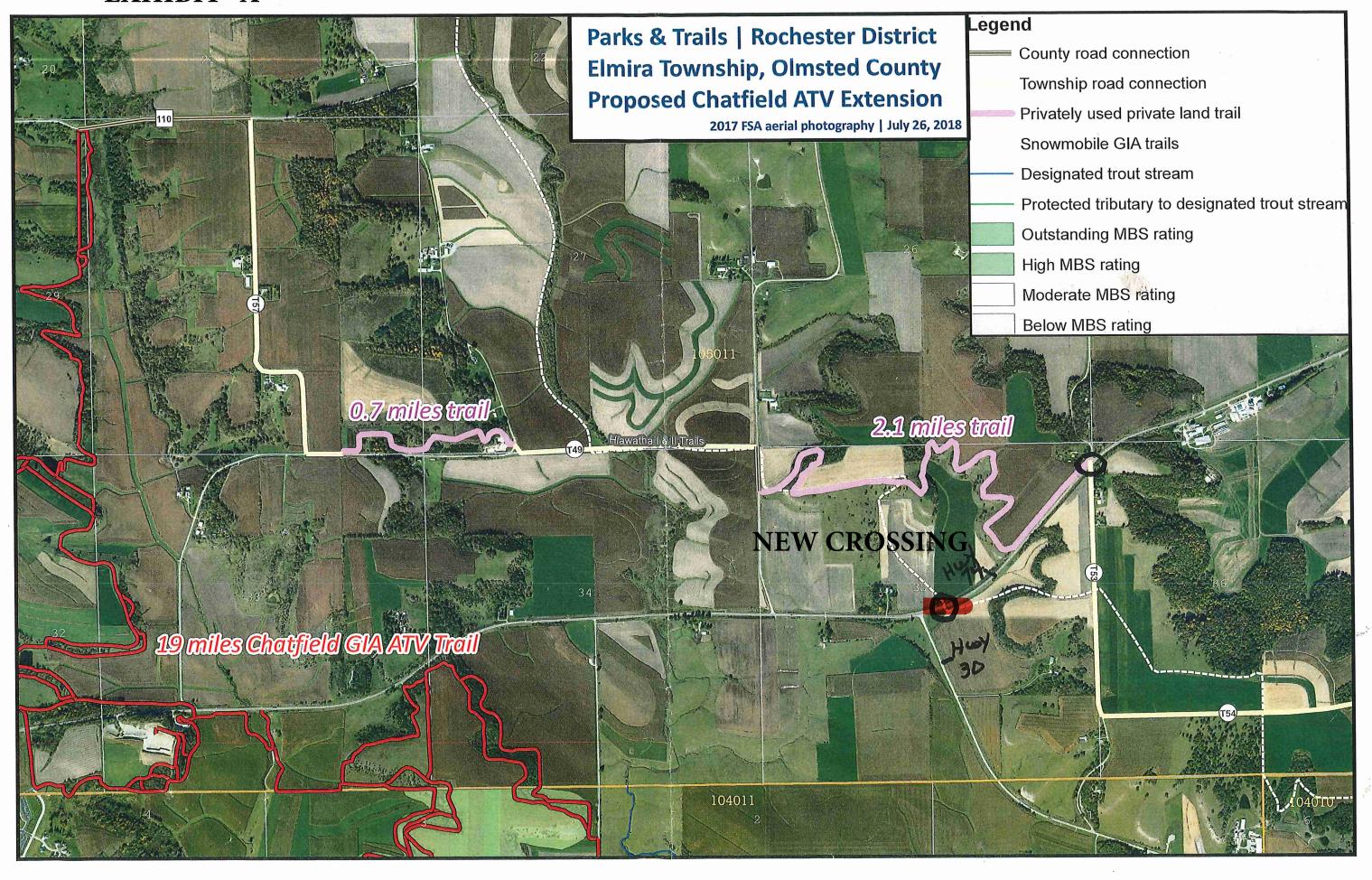
- 1. Effective on 05/01/2025, Exhibit A is deleted, and the attached Exhibit A (additional new crossing) is substituted therefor.
- 2. Except as specifically provided herein, the terms and conditions of the LUP are confirmed and continued in full force and effect. By this Amendment the terms and conditions herein incorporated into the LUP.

MINNESOTA DEPARTMENT	CITY OF CHATFIELD
OF TRANSPORTATION	By
RECOMMENDED FOR APPROVAL  By:  District Engineer	Its
Date	Its
APPROVED BY:	
COMMISSIONER OF TRANSPORTATION	
By: Director, Office of Land Management	
Date	

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









Meeting Date: March 24, 2025

**Agenda Item:** Wastewater: Phosphorus Management Plan

Subject | Summary: Phosphorus Management Plan completion as required by the State of MN.

Agenda Category: Department Reports Submitted By: Michele Peterson

**Recommended Motion:** Motion to accept the completed plan.

**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 Phosphorus Management Plan.pdf

### **Phosphorus Management Plan Guide**

Facility name: Chatfield Wastewater Treatment Facility	Date: 3/12/2025
Preparer: Steven A Schlichter	Telephone: 507-402-4977

The Phosphorus Management Plan (PMP) Guide can be helpful in preparing a PMP for internal use to gain a better understanding of your phosphorus levels and to outline ways to reduce phosphorus. If you are required by your National Pollutant Discharge Elimination System (NPDES) permit to submit a PMP to the Minnesota Pollution Control Agency (MPCA), this guide can be used to prepare it. Using the guide is optional and your PMP may be prepared using an alternate format. Using the guide can speed up the process of organizing and understanding your phosphorus data and allows the MPCA to review your plan more quickly.

The PMP and the PMP Development Resources were developed by the MPCA and the Minnesota Technical Assistance Program (MnTAP)—University of Minnesota (revised July 2006).

### Seven Steps to Build Your PMP

Check your PMP against this list to be sure that you have included all of the sections below.

- 1. Provide facility description and flow schematic.
- 2. Measure your wastewater treatment facility (WWTF) influent and effluent phosphorus concentrations.
- 3. Evaluate your WWTF's phosphorus reduction potential.
- 4. Set phosphorus reduction goals for your WWTF.
- 5. Evaluate how to optimize your WWTF.
- 6. Evaluate the phosphorus reduction potential of your users.
- 7. Create an implementation plan to meet phosphorus reduction goals.

### **Using the Guide**

This guide makes it easy to complete your PMP. Use the guide in one of three ways:

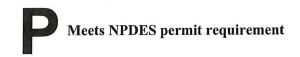
- 1. Hardcopy. Follow the six steps, compile and write out your data, calculations and narrative.
- 2. Microsoft Word form. Enter data, complete calculations and write narrative directly into a Word file.
- 3. Microsoft Word form and Excel tables. For Tables 1A, 1B and 3, you can use the Excel spreadsheets that complete some calculations and graphs for you. If you have opened these files from the Web site, save them to your computer hard drive or disk before working in them. Refer to this document to guide you through completing the electronic forms. Complete other calculations and write narrative directly into a Word file.

The PMP Development Resources, including this guide and other electronic forms, are available online at <a href="http://www.pca.state.mn.us/water/pmp.html">http://www.pca.state.mn.us/water/pmp.html</a> . They are also available on CD from the MPCA.

Let these symbols lead you through the guide.







### **Phosphorus Assistance**

If you have questions on how to use these resources or on how to prepare a PMP, the following assistance is available.

Nonregulatory technical assistance, including prevention options and assistance with identifying reduction strategies for a PMP:

Cindy McComas, MnTAP, 612/624-1300 or 800/247-0015

Regulatory requirements and assistance with preparing a PMP: MPCA regional compliance staff:

Brainerd: 218/828-2492 Detroit Lakes: 218/847-1519 Duluth: 218/723-4660

Rochester: 507/285-7343

St. Paul: 651/296-6300 Willmar: 320/214-3786

MPCA staff contact: Dennis Wasley, MPCA,

651/296-8860 or 800/657-3864



### Step 1: Provide Facility Description and Flow Schematic

### Briefly describe your wastewater treatment facility operations.

Include the following background information as attachments or fill in the blanks below:

- 1. Facility description from NPDES permit or engineering design documents. Yes
- 2. Flow schematic from engineering design documents or sketch (include or attach).
- 3. Design data from NPDES permit or engineering design documents.
  - Average wet weather flow or average annual flow. 0.487 MGD
  - BOD design capacity. 726 lbs Day
  - TSS design capacity. 826 lbs Day

## Step 2: Measure Your WWTF's Influent and Effluent Phosphorus Concentrations

Compile measurements taken at the WWTF for phosphorus coming into and going out of the facility.

Three to five years of data should be compiled. Most operators can expect changes in phosphorus levels over time due to daily, seasonal or annual variations, as a result of changes in facility operations or contributions from business or domestic sources. Business sources include industrial, commercial and institutional users.



### Working your data into a PMP

You can use Discharge Monitoring Reports (DMR) or Supplemental Report Forms (daily values) to complete Table 1A or Table 1B. You may have only quarterly sampling results rather than monthly sampling results or monthly averages. Additional monitoring beyond what is required by your NPDES permit will be useful for preparing your PMP.

### **Mass Load**

Usually WWTF operators use concentration (milligrams per liter or mg/L) to describe phosphorus levels. Because phosphorus concentrations change with flow, mass load (kilogram/day (kg/day)) is a more accurate indicator of the phosphorus level. To calculate mass load in the table, multiply the concentration and the flow (million gallons per day or MGD) by 3.785—a conversion factor. For WWTFs with industrial, commercial and institutional users, mass load will be useful for goal setting later in this guide.

Permit issued: February 1, 2025
Permit expires: January 31, 2030
MN0021857
Page 3 of 29

### 1. Permitted facility description

The Chatfield Wastewater Treatment Facility (facility) is located at 90 Library Lane Southwest, Chatfield, Minnesota 55923, Fillmore County.

The facility has a continuous discharge from SD 001 to the North Branch of the Root River. This is a Class C facility.

The facility is designed to treat:

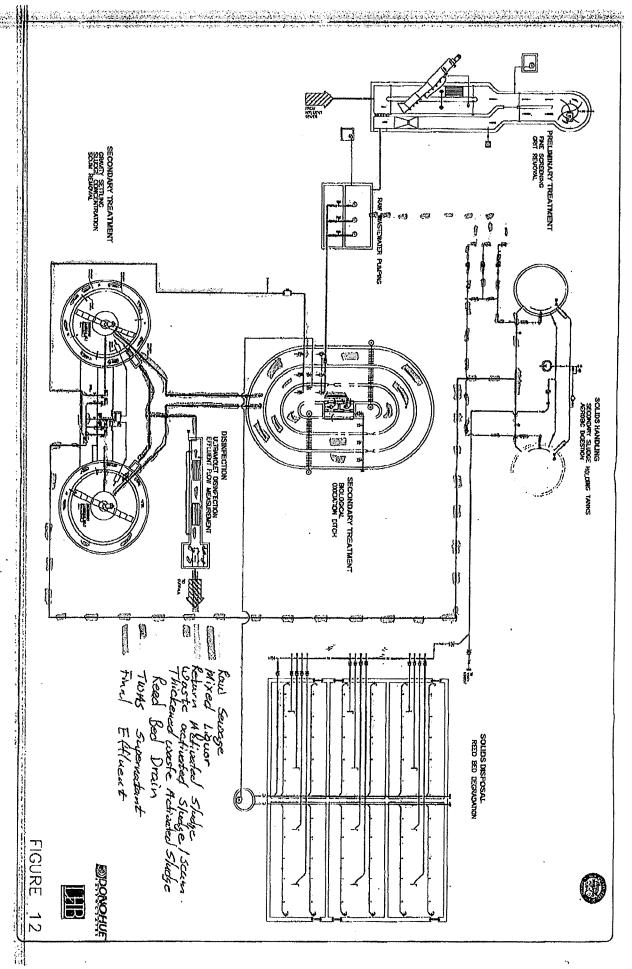
- an average wet-weather (AWW) flow of 0.487 million gallons per day (MGD);
- an average dry-weather (ADW) flow of 0.357 MGD;
- a peak hourly wet-weather (PHWW) flow of 1.29 MGD;
- five-day carbonaceous biochemical oxygen demand (CBOD₅) of 726 pounds per day (lbs/d); and
- total suspended solids (TSS) of 826 lbs/d.

The facility consists of numerous lift stations, influent flow meter, mechanical screening, grit removal, oxidation ditch, secondary clarifiers, ultraviolet disinfection, effluent flow meter, aerobic sludge storage tanks, and reed drying beds.

Changes to the facility may result in an increase in pollutant loading to surface waters or other causes of degradation to surface waters. If a change to the facility will result in a net increase in pollutant loading or other causes of degradation that exceed the maximum loading authorized through conditions specified in the existing permit, the changes to the facility are subject to antidegradation requirements found in Minn. R. 7050.0250 to 7050.0335.

This Permit also complies with Minn. R. 7053.0275 regarding anti-backsliding.

Any point source discharger of sewage, industrial, or other wastes for which a National Pollutant Discharge Elimination System (NPDES) permit has been issued by the MPCA that contains effluent limits more stringent than those that would be established by Minn. R. 7053.0215 to 7053.0265 shall continue to meet the effluent limits established by the permit, unless the permittee establishes that less stringent effluent limits are allowable pursuant to federal law, under section 402(o) of the Clean Water Act, United States Code, title 33, section 1342.



			Year:	2020		
		Influent			Effluent	
Month	flow (MGD)	concentration (mg/L)	mass (kg/day)	flow (MGD)	concentration (mg/L)	mass (kg/day)
Jan	0.292	5.60	619	0.292	1.80	1.99
Feb	0.275	4.70	4.89	0.275	1.60	1.67
Mar	0.297	5.10	5.73	0.297	1.90	2.14
Apr	0.314	8.20	9.75	0.314	2.10	2.50
Мау	0.300	4.80	5.45	0.300	06.0	1.02
Jun	0.301	3.90	4.44	0.301	1.10	1.25
Jul	0.255	4.90	4.73	0.255	0.35	0.34
Aug	0.223	2.60	4.73	0.223	2.33	1.97
Sep	0.219	5.40	4.48	0.219	3.50	2.90
Oct	0.206	11.00	8.58	0.206	5.30	4.13
Nov	0.204	5.70	4.40	0.204	7.70	5.95
Dec	0.199	6.70	5.05	0.199	3.90	2.94
Annual Avg	0.257	5.97	5.70	0.257	2.71	2.40
Annual Influent Flow	ent Flow		93.8	93 8 million gallons/year	s/vear	
Annual Effluent Flow	ent Flow		93.8	93.8 million gallons/year	s/year	
Annual Influ	Annual Influent Phosphorus Load	us Load	2117.7	kg/year		
Annual Efflu	Annual Effluent Phosphorus Load	us Load	960.7	kg/year		
Phosphorus	Phosphorus Percent Removal	ioval	25%			

Minnesota Pollution Control Agency and the Minnesota Technical Assistance Program Phosphorus Management Plan, July 2006

		mass (kg/day)	1.45	2.46	4.29	5.42	4.53	4.27	4.48	4.31	4.31	3.31	2.93	2.08	3.65					
	Effluent	concentration (mg/L)	6	3.10	2.50	7.20	2.90	5.50	6.10	5.50	2.70	4.60	2.00	3.60	4.97	ns/vear	ns/year			
2021		flow (MGD)	0.202	0.210	0.206	0.199	0.203	0.205	0.194	0.207	0.200	0.190	0.155	0.153	0.194	70.7 million aallons/vear	million gallons/year	kg/year	kg/year	
Year:		mass (kg/day)	5.43	6.52	4.68	5.35	5.07	5.28	5.87	5.88	5.00	4.96	3.87	4.69	5.22	70.7	7.07	1905.4	1328.2	30%
	Influent	concentration (mg/L)	7.10	8.20	00.9	7.10	09.9	08.90	8.00	7.50	09.9	06.9	9.60	8.10	7.13			us Load	rus Load	noval
		flow (MGD)	0.202	0.210	0.206	0.199	0.203	0.205	0.194	0.207	0.200	0.190	0.155	0.153	0.194	nt Flow	nt Flow	nt Phosphor	nt Phosphor	Percent Ren
		Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg	Annual Influent Flow	Annual Effluent Flow	Annual Influent Phosphorus	Annual Effluent Phosphorus	Phosphorus Percent Removal

Minnesota Pollution Control Agency and the Minnesota Technical Assistance Program Phosphorus Management Plan, July 2006

3

			Year:	2022		
		Influent			Effluent	
Month	flow (MGD)	concentration (m	mass (kg/day)	flow (MGD)	concentration (mg/L)	mass (kg/day)
Jan	0.156		3.4	0.156	3.40	2.01
Feb	0.153	6.40	3.7	0.153	3.20	1.85
Mar	0.155	6.10	3.6	0.155	3.70	2.17
Apr	0.152	02.9	3.9	0.152	5.80	3.34
Мау	0.168	6.30	4.0	0.168	4.70	2.99
Jun	0.163	5.80	3.6	0.163	3.50	2.16
Jul	0.155	6.20	3.6	0.155	96.90	4.05
Aug	0.174	5.40	3.6	0.174	5.80	3.82
Sep	0.169	5.90	3.8	0.169	3.80	2.43
Oct	0.155	8.30	4.9	0.155	4.20	2.46
Nov	0.149	8.20	4.6	0.149	4.40	2.48
Dec	0.156	5.40	3.2	0.156	3.60	2.13
Annual Avg	0.159	6.4	3.82	0.159	4.42	2.66
Annual Influent Flow	ant Flow		58.0	million gallons/vear	ns/vear	
Annual Effluent Flow	ent Flow		58.0	million gallons/year	nns/year	
Annual Influe	Annual Influent Phosphorus Load	us Load	1398.6	kg/year		
Annual Efflue	Annual Effluent Phosphorus Lo	rus Load	0.696	969.0 kg/year		
Phosphorus	Phosphorus Percent Removal	ioval	31%			

Minnesota Pollution Control Agency and the Minnesota Technical Assistance Program Phosphorus Management Plan, July 2006

			Year:	2023		
		Influent			Effluent	
Month	flow (MGD)	concentration (mg/L)	mass (kg/day)	flow (MGD)	concentration (mg/L)	mass (kg/day)
Jan	0.151	2.50	3.14	0.151	3.30	1.89
Feb	0.161	5.40	3.29	0.161	3.50	2.13
Mar	0.163	4.90	3.02	0.163	3.90	2.41
Apr	0.239	4.10	3.71	0.239	5.00	4.52
May	0.234	4.40	3.90	0.234	5.60	4.96
Jun	0.190	2.00	3.60	0.190	5.20	3.74
Jul	0.160	5.20	3.15	0.160	5.80	3.51
Aug	0.159	5.50	3.31	0.159	6.20	3.73
Sep	0.157	5.20	3.09	0.157	5.40	3.21
Oct	0.155	5.50	3.23	0.155	5.50	3.23
Nov	0.163	5.70	3.52	0.163	4.90	3.02
Dec	0.162	5.40	3.31	0.162	3.60	2.21
Annual Avg	0.175	5.15	3.36	0.175	4.83	3.27
Annual Influent Flow	int Flow		63.7	million gallons/vear	ns/vear	
Annual Effluent Flow	ent Flow		63.7	million gallons/year	ns/year	
Annual Influe	Annual Influent Phosphorus Load	s Load	1241.3	kg/year		
Annual Efflue	Annual Effluent Phosphorus Loac	s Load	1163.0	kg/year		
Phosphorus,	Phosphorus Percent Removal	levo	<b>%9</b>			

Minnesota Pollution Control Agency and the Minnesota Technical Assistance Program Phosphorus Management Plan, July 2006

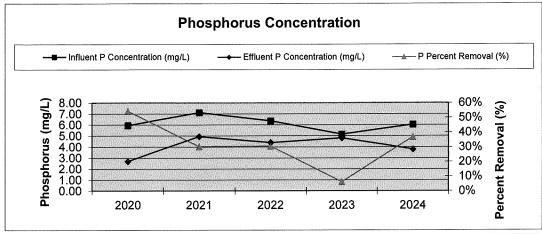
9

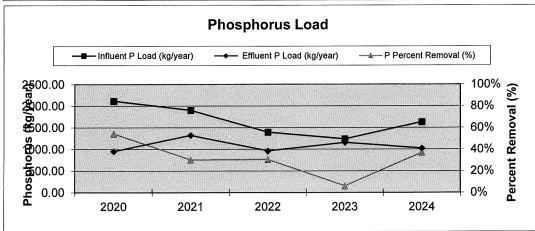
			Year:	2024		
		Influent			Effluent	
Month	flow (MGD)	concentration (mg/L)	mass (kg/day)	flow (MGD)	concentration (mg/L)	mass (kg/day)
Jan	0.159	00.9	3.61	0.159	3.00	1.81
Feb	0.152	2.60	3.22	0.152	3.10	1.78
Mar	0.154	09.9	3.85	0.154	3.90	2.27
Apr	0.154	6.20	3.61	0.154	4.60	2.68
May	0.176	6.30	4.20	0.176	5.40	3.60
Jun	0.266	5.30	5.34	0.266	4.40	4.43
Jul	0.319	5.00	6.04	0.319	3.60	4.35
Aug	0.223	4.60	3.88	0.223	3.00	2.53
Sep	0.202	00.9	4.59	0.202	4.70	3.59
Oct	0.181	0.70	4.59	0.181	3.80	2.60
Nov	0.175	7.50	4.97	0.175	3.20	2.12
Dec	0.180	08.9	4.63	0.180	3.00	2.04
Avg	0.195	6.05	4.38	0.195	3.81	2.82
Annual Influent Flow	ent Flow		71.3	million gallons/vear	Vear	1
Annual Effluent Flow	lent Flow		71.3	million gallons/year	year	
Annual Influ	Annual Influent Phosphorus Load	rus Load	1633.1	kg/year		
Annual Efflu	Annual Effluent Phosphorus Load	rus Load	1028.0	kg/year		
Phosphorus	Phosphorus Percent Removal	noval	37%			

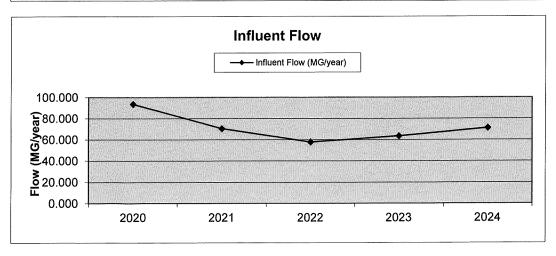
Minnesota Pollution Control Agency and the Minnesota Technical Assistance Program Phosphorus Management Plan, July 2006

Table 1A: WWTF Annual Summary Data

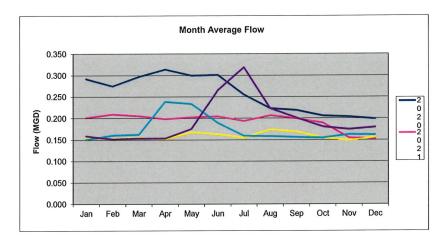
	Influent Flow (MG/year)		Effluent P Concentration (mg/L)		Effluent P Load (kg/year)	P Percent Removal (%)
2020	93.772	5.97	2.71	2117.73	960.67	55%
2021	70.655	7.13	4.97	1905.43	1328.23	30%
2022	57.963	6.38	4.42	1398.61	968.97	31%
2023	63.682	5.15	4.83	1241.34	1163.00	6%
2024	71.318	6.05	3.81	1633.13	1028.02	37%



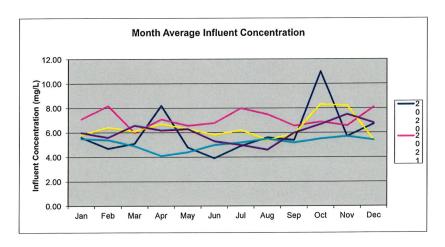




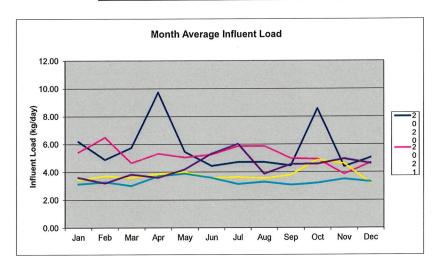
		Month A	verage Flov	v (MGD)	
	2020	2021	2022	2023	2024
Jan	0.292	0.202	0.156	0.151	0.159
Feb	0.275	0.210	0.153	0.161	0.152
Mar	0.297	0.206	0.155	0.163	0.154
Apr	0.314	0.199	0.152	0.239	0.154
May	0.300	0.203	0.168	0.234	0.176
Jun	0.301	0.205	0.163	0.190	0.266
Jul	0.255	0.194	0.155	0.160	0.319
Aug	0.223	0.207	0.174	0.159	0.223
Sep	0.219	0.200	0.169	0.157	0.202
Oct	0.206	0.190	0.155	0.155	0.181
Nov	0.204	0.155	0.149	0.163	0.175
Dec	0.199	0.153	0.156	0.162	0.180



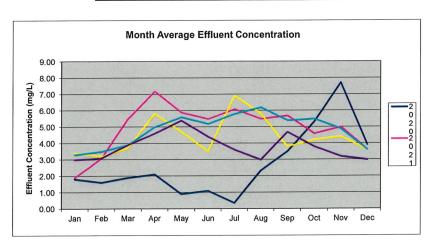
	Mont	h Average I	nfluent Con	centration (	
	2020	2021	2022	2023	2024
Jan	5.60	7.10	5.80	5.50	6.00
Feb	4.70	8.20	6.40	5.40	5.60
Mar	5.10	6.00	6.10	4.90	6.60
Apr	8.20	7.10	6.70	4.10	6.20
May	4.80	6.60	6.30	4.40	6.30
Jun	3.90	6.80	5.80	5.00	5.30
Jul	4.90	8.00	6.20	5.20	5.00
Aug	5.60	7.50	5.40	5.50	4.60
Sep	5.40	6.60	5.90	5.20	6.00
Oct	11.00	6.90	8.30	5.50	6.70
Nov	5.70	6.60	8.20	5.70	7.50
Dec	6.70	8.10	5.40	5.40	6.80



	N	lonth Avera	ge Influent l	Load (kg/da	y)
	2020	2021	2022	2023	2024
Jan	6.19	5.43	3.42	3.14	3.61
Feb	4.89	6.52	3.71	3.29	3.22
Mar	5.73	4.68	3.58	3.02	3.85
Apr	9.75	5.35	3.85	3.71	3.61
May	5.45	5.07	4.01	3.90	4.20
Jun	4.44	5.28	3.58	3.60	5.34
Jul	4.73	5.87	3.64	3.15	6.04
Aug	4.73	5.88	3.56	3.31	3.88
Sep	4.48	5.00	3.77	3.09	4.59
Oct	8.58	4.96	4.87	3.23	4.59
Nov	4.40	3.87	4.62	3.52	4.97
Dec	5.05	4.69	3.19	3.31	4.63



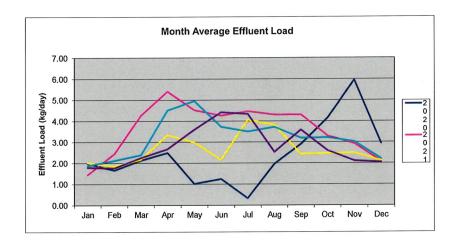
	Mont	h Average E	ffluent Con	centration (	mg/L)
	2020	2021	2022	2023	2024
Jan	1.80	1.90	3.40	3.30	3.00
Feb	1.60	3.10	3.20	3.50	3.10
Mar	1.90	5.50	3.70	3.90	3.90
Apr	2.10	7.20	5.80	5.00	4.60
May	0.90	5.90	4.70	5.60	5.40
Jun	1.10	5.50	3.50	5.20	4.40
Jul	0.35	6.10	6.90	5.80	3.60
Aug	2.33	5.50	5.80	6.20	3.00
Sep	3.50	5.70	3.80	5.40	4.70
Oct	5.30	4.60	4.20	5.50	3.80
Nov	7.70	5.00	4.40	4.90	3.20
Dec	3.90	3.60	3.60	3.60	3.00



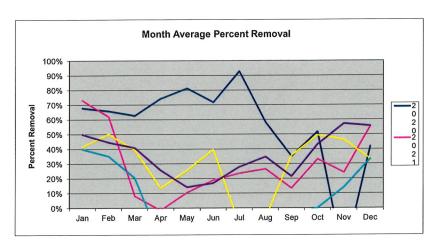
3

5.95

3.02



	N	Ionth Avera	ge Percent	Removal (%	6)
	2020	2021	2022	2023	2024
Jan	68%	73%	41%	40%	50%
Feb	66%	62%	50%	35%	45%
Mar	63%	8%	39%	20%	41%
Apr	74%	-1%	13%	-22%	26%
May	81%	11%	25%	-27%	14%
Jun	72%	19%	40%	-4%	17%
Jul	93%	24%	-11%	-12%	28%
Aug	58%	27%	-7%	-13%	35%
Sep	35%	14%	36%	-4%	22%
Oct	52%	33%	49%		43%
Nov	-35%	24%	46%	14%	57%
Dec	42%	56%	33%	33%	56%



• Changes in flow and concentration from business or domestic sources will affect future phosphorus levels. Being aware of how businesses and the community are changing will help you build more-accurate projections of phosphorus levels. Changes in equipment or operational practices at businesses during the monitored period or in the future may impact your influent as well.



### Record patterns and trends.



As part of your analysis, evaluate past and present WWTF operations to determine the operating procedures that maximize phosphorus removal.

### Compare Phosphorus Treatment of Your WWTF with Other WWTFs

Compare the performance of your WWTF to the range of influent, effluent and percent removal data shown in Table 2A and 2B for Minnesota WWTFs in 2005. For more detailed information on how to compare your facility to other WWTFs, see Appendix A: *Phosphorus Removal by Minnesota Wastewater Treatment Facilities*.

### Table 2A: Continuous Discharge WWTFs (2005)

The majority of continuous discharge WWTFs only record influent flow values. Effluent flow is assumed to be equal to influent flow. Percent removal calculations are based on annual influent and effluent phosphorus load calculations.

WWTF Types	Number of WWTFs	Co	Influer oncentra (mg/L	ation	Co	Effluer oncentra (mg/L	ation	Per	cent Re	moval
	WWIRS	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Biological phosphorus removal	16	6.66	3.22	14.99	1.01	0.33	7.17	88%	52%	95%
Chemical phosphorus removal	37	6.12	2.77	12.85	0.63	0.13	1.75	88%	45%	98%
With Phosphorus Removal – Average		6.28	2.77	14.99	0.75	0.13	7.17	88%	45%	98%
Aerated ponds	7	6.35	2.90	11.37	3.55	1.64	6.13	40%	10%	69%
Activated sludge	31	5.99	2.63	10.53	3.07	1.38	5.93	48%	23%	74%
Extended air	7	7.18	2.86	11.57	3.26	1.52	5.13	53%	44%	62%
Oxidation ditches	21	7.03	3.11	25.05	4.08	0.95	15.38	44%	17%	77%
Trickling filter	19	5.78	3.30	10.58	3.83	2.04	7.56	33%	0%	63%
Trickling filter/activated sludge	8	5.00	2.99	7.88	3.33	1.62	6.45	35%	18%	64%
Trickling filter/rotating biological contactor (RBC)	6	8.58	4.23	14.93	6.10	3.51	10.12	28%	17%	43%
Without Phosphorus Removal–Average		6.36	2.63	25.05	3.68	0.95	15.38	42%	0%	77%

Avg = average. Min = minimum. Max = maximum.

### Table 2B: Controlled Discharge WWTFs (2005)

To account for the variability of influent and effluent volumes for any given calendar year, Table 2B reports both annual (calendar year) phosphorus load percent removal and average concentration percent removal.

WWTF Types	Number of	Influent Concentration (mg/L)		Effluent Concentration (mg/L)			Average Concentration Percent Removal			Annual Load Percent Removal			
	WWTFs	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Chemical phosphorus removal	12	5.18	1.23	10.88	0.68	0.08	1.75	85%	71%	99%	89%	73%	98%
Stabilization ponds	120	5.34	1.17	14.31	1.84	0.17	5.93	63%	-17%*	96%	68%	9%	98%

Avg = average. Min = minimum. Max = maximum. \* Facility under construction and other variables.



### **Comparing your facility**

- Compare your average annual influent phosphorus concentration (mg/L) to the average influent concentration for similar types of WWTFs.
- Compare your average annual effluent phosphorus concentration (mg/L) to the average effluent concentration for similar types of WWTFs.
- Compare your average annual phosphorus percent removal to that of similar types of WWTFs. In some cases, high percent removal rates simply reflect the influence of elevated influent phosphorus concentrations, and do not necessarily result in lower than average effluent phosphorus concentrations.
- Do these comparisons suggest that further reductions may be feasible?



## Record the recommended action for your WWTF based on treatment at comparable facilities.

Fill in information below. Based on your facility's relative performance, select the recommended action below:

- If your data show that your WWTF is performing at or below average influent and effluent values and/or above average percent removal values: Maintain or improve performance.
- If your data show that your WWTF is performing at or above average influent or effluent values and/or below average percent removal values: **Evaluate phosphorus reduction strategies.**

### **Effluent Phosphorus Levels: Average Annual Concentration**

Your WWTF	Comparable WWTF Systems	Recommended action
	(from Tables 2A or 2B)	(from above)
4.15 mg/L	4.08 mg/L	Maintain or Improve

### **Influent Phosphorus Levels: Average Annual Concentration**

Your WWTF	Comparable WWTF Systems	Recommended action
	(from Tables 2A or 2B)	(from above)
6.14 mg/L	7.03 mg/L	Maintain or Improve

### Step 4: Set Phosphorus Reduction Goals for Your WWTF

Numeric phosphorus reduction goals are meant to make it easier to plan reduction strategies for your WWTF and to discuss reduction strategies with your phosphorus contributors. Reduction strategies, such as prevention and optimized treatment methods, have the potential to reduce effluent or influent phosphorus levels to reach your goals.

**NOTE:** This WWTF goal is not linked to an MPCA permit limit and MPCA does not hold facilities accountable for meeting the PMP proposed goals.

You may want to set your reduction goal lower than the typical WWTF levels because:

- You may project increased phosphorus influent or effluent levels due to business or community growth. □
- You and your business users may find cost savings by reducing phosphorus use.
- Many industrial, commercial and institutional users will voluntarily substitute low/no phosphorus products if they are informed of concerns and alternatives.
- Statewide phosphorus limits for WWTFs are under consideration and may be required in future permits.
- Any phosphorus reduction will benefit the overall health of the watershed.

### **Setting a WWTF Effluent Reduction Goal**

You may decide to set a reduction goal based on your past knowledge of the WWTF. If you develop an effluent goal using a more systematic approach, your users may be more receptive to discussions about reduction strategies for their facilities.

- If no permit limit applies, then use Tables 2A and 2B as a guide to select a phosphorus reduction goal that is aggressive, but feasible, and consistent with typical WWTF levels. If a limit applies, select a goal that will allow for a comfortable margin that will ensure that you do not exceed the limit at any time.
- Consider your specific circumstances to determine if you want your numeric effluent reduction goal to be lower than your limit or the general guidelines in Tables 2A and 2B.



### Record your WWTF effluent reduction goal.



Concentration (mg/L)		Mass load (kg/day)
The wastewater treatment plant will meet:	and/	Given current flow data, the plant will meet:
2.0 mg/L discharge by 2030 (year) from all	or	1.48 kg/day discharge by 2030 (year) from all
sources.		sources.

Mass load using kg/day is not necessarily relevant for ponds.

### Setting a WWTF Influent Reduction Goal

Once you select your effluent goal, set a goal for an influent phosphorus level based on the amount of total phosphorus that the WWTF can process and still meet its established effluent goal. This influent goal reflects the level of phosphorus that cannot be exceeded to achieve the effluent goal.

• One method to determine your influent goal is to use your facility's annual average phosphorus removal rate. Calculate your current removal rate by using data compiled in Tables 1A or 1B. If you have multiple years of data, use the most recent annual averages in the calculations. To calculate the decimal

value for removal rate, subtract the average annual effluent from the average annual influent and divide the answer by the average annual influent.

Decimal value for phosphorus removal rate =

(Average annual influent – Average annual effluent)

Average annual influent

Now calculate an influent goal for your WWTF. Divide your effluent goal by 1 minus the removal rate (determined above) for your WWTF.

Influent goal for phosphorus removal = Effluent goal

1 - Removal rate (decimal)

This influent goal reflects the amount of phosphorus your WWTF can process and still achieve the effluent goal you established. If you anticipate growth or changes in your business or domestic phosphorus levels, your effluent goal should be adjusted and a new influent goal should be calculated. Removal rate may vary in response to changing influent levels.



### Record your WWTF influent reduction goal.

Concentration (mg/L)		Mass load (kg/day)
The wastewater treatment plant will meet:	and/	Given current flow data, the plant will meet:
5.0 mg/L by 2030 (year) from all sources.	or	3.7 kg/day by 2030 (year) from all sources.

### Step 5: Evaluate How to Optimize Your WWTF

You may be able to fine tune the operation of your WWTF to maximize its phosphorus removal capabilities. Compare the phosphorus performance (influent, effluent and percent removal) with that of similar types of WWTFs listed in Appendix A: *Phosphorus Removal by Minnesota Wastewater Treatment Facilities*.

See the fact sheet *Wastewater Treatment Facility Optimization for Phosphorus Removal* for tips on monitoring and process control activities that can help improve phosphorus treatment. Consider additional treatment processes including chemical addition and enhanced biological phosphorus removal.

### Setting a WWTF optimization goal

Once your influent and effluent reduction goals have been established, select an achievable goal for optimizing phosphorus removal capabilities of the WWTF. Base your goal on the range of performance demonstrated by similar WWTF types (see Appendix A: *Phosphorus Removal by Minnesota Wastewater Treatment Facilities*).



### Record your WWTF percent removal goal.

WWTF will achieve annual average 50 % removal by 2030 (year).

## Step 6: Evaluate the Phosphorus Reduction Potential of Your Users Sources likely to contribute phosphorus to your WWTF include:

### Industrial

- Cooling towers/boiler conditioning
- Dairies
- Electronic component manufacturing
- Equipment manufacturing
- Ethanol producers
- Food processing plants
- Meat packing and locker plants
- Metal finishing facilities

### Commercial

- Agricultural co-ops
- Car/truck washing facilities
- Restaurants

### Institutional

- Hospitals
- Nursing homes
- Schools

### Municipal phosphorus sources

- Cleaning in government buildings
- Wastewater treatment plant recycle streams
- Water treatment plant phosphate addition

### Other

- Satellite communities
- Septage
- Storm water\*

### Determine which sources have the greatest opportunity for reducing phosphorus.

Many sources of phosphorus enter your wastewater treatment plant. List your phosphorus sources in Table 3. You may need to consult with other municipal staff to identify all possible contributing industrial, commercial and institutional sources, especially small operations.

Evaluate which of these sources have the greatest opportunity for reducing phosphorus. Depending on the businesses you may want to conduct walk-throughs to inventory their specific sources, screen effluent for the presence of phosphorus, sample effluent to determine the concentration of phosphorus, or conduct ongoing monitoring. Use the fact sheet *Sampling for Phosphorus* to assess phosphorus levels. See *Appendix B*. *Phosphorus Reduction Tips at a Glance* for strategies that may help users of the wastewater treatment facility reduce their phosphorus loads. Rate the sources' phosphorus reduction potential as high, medium or low.

Complete as much of Table 3 as appropriate for your WWTF. Use utility bills or accounts as a reference.



### Record results in Table 3.



Check here if you used the Excel spreadsheet for Table 3 to record your data. Attach copies of your spreadsheets at the end of your PMP. Do not repeat the information in this Word table.

<sup>\*</sup> Storm water should not be discharged to the WWTF, but contaminated storm water will contribute to the degradation of water quality. Any public education program developed for residential and commercial customers should also emphasize activities to help prevent storm water contamination.

**Table 3: Summary of Phosphorus Sources** 

Year:	Walk-through inventory	Sampling re	Assessment				
Businesses (industrial, commercial, institutional)	Phosphorus sources	G or C* Manhole #	Flow (MGD)	Phosphorus (mg/L)	Total mass load (kg/day)	Reduction potential high, medium or low	
Metal Finishing	Chemical					Low	
Car Wash	Chemical					Low	
Municipal sources	Phosphorus sources	G or C* Manhole #	Flow (MGD)	Phosphorus (mg/L)	Total mass load (kg/day)	Reduction potential high, medium or low	
WWTF Recycle	Reed Bed Drain, Digester Supernatant					Medium	
Satellite communities	Phosphorus sources	G or C* Manhole #	Flow (MGD)	Phosphorus (mg/L)	Total mass load (kg/day)	Reduction potential high, medium or low	
Domestic (population served #)	Phosphorus sources	G or C* Manhole #	Flow (MGD)	Phosphorus (mg/L)	Total mass load (kg/day)	Reduction potential high, medium or low	
2993 POP	Storm Water, Chemicals					Low	
		Total all					

<sup>\*</sup>Grab (G) or composite (C). Manhole # if one applies. Insert additional rows as needed.

### Setting Industrial, Commercial and Institutional Effluent Goals

Industrial, commercial and institutional users can be significant contributors to your WWTF's phosphorus levels. Work with them to select numeric phosphorus reduction goals for their facilities to help meet your WWTF's effluent goal.

• One industrial, commercial or institutional user. If only one user discharges to your WWTF, you can estimate a business effluent goal by first estimating domestic total phosphorus. To calculate domestic total phosphorus multiply the municipal population by 0.8 kg per year per person, and divide the answer by 365 days.

Domestic total phosphorus = Municipal population x (0.8 kg/year/person)

365 days

To calculate your business effluent phosphorus goal, subtract domestic total phosphorus (from Table 3) and a small reserve to allow for future growth from your WWTF influent.

Business effluent goal = (WWTF influent goal) - (Domestic total phosphorus) - (Reserve capacity)

• Multiple industrial, commercial and institutional users. When serving these multiple users, you should allocate portions of your WWTF's influent reduction goal to them. Refer to the procedure provided in Appendix C. Setting Effluent Phosphorus Goals for Multiple Industrial, Commercial and Institutional Users.



## Record effluent goals for either one or multiple industrial, commercial and institutional users in the appropriate space below.

1. Effluent goal for one industrial, commercial or institutional user							
Concentration (mg/L)		Mass load (kg/day)					
By (year), this business will meet an individual allocation of mg/L total phosphorus discharge to the city sewer, a goal	and/or	By (year), this business will meet an individual allocation of kg/day to the city sewer, a goal that is expected to help the WWTF meet its influent goal previously set.					
that is expected to help the WWTF meet its influent goal previously set.		w w 1F meet its influent goal previously set.					
-OR-	<u> </u>						
2. Effluent goal for multiple industrial, commercial and institutional users							
Concentration (mg/L)		Mass load (kg/day)					
By (year), businesses will meet		By (year), businesses will meet					
individual allocations ranging between	and/or	individual allocations ranging between					
mg/L and mg/L total phosphorus		and kg/day to the city sewer, a range					
discharge to the sewer, a range that is expected		that is expected to meet a total allowable					
to meet a total allowable phosphorus of		phosphorus of kg/day.					
mg/L.							

## Step 7: Create an Implementation Plan to Meet Phosphorus Reduction and Removal Goals



### **Prevention First**

Phosphorus can be reduced at the source by eliminating or minimizing it through product substitution or other means. You may not be able to reduce phosphorus to needed levels by preventive approaches alone. You may need to combine prevention with pretreatment at your businesses and improved efficiency or phosphorus treatment at the WWTF.

### **Summarize Past Phosphorus Reduction Activities**

Have you implemented any source reduction or WWTF optimization activities in the past five years? Take credit for those efforts and list past PMP activities.

### **Select Phosphorus Reduction Strategies**

To start preparing your implementation plan, use the *Phosphorus Sources and Reduction Opportunity Walk-through Checklist, Phosphorus Reduction Tips at a Glance* and other MnTAP fact sheets to evaluate reduction strategies specific to your phosphorus contributors. Prioritize efforts according to your assessment of your contributors phosphorus reduction potential recorded in Table 3.

Select and describe phosphorus reduction strategies for the following four areas:

- 1. **Business users**—industrial, commercial and institutional operations. Your business users may be able to change a process, substitute a product, institute a materials recovery plan or improve staff training to target phosphorus reductions. For example, reduction strategies for all industrial, commercial and institutional businesses may include switching to non-phosphate detergents. Industrial, commercial and institutional users may have greater opportunities to reduce phosphorus, including evaluating modifications to pretreatment procedures or new pretreatment technologies. See MnTAP fact sheets for reduction strategies.
- 2. **Municipal.** Consult with the municipal drinking water treatment plant regarding optimizing phosphorus levels added to the drinking water supply to prevent corrosion.
- 3. **Satellite communities.** Discuss reduction strategies with your satellite communities to see if business users or residents could reduce phosphorus.
- 4. **Domestic sources.** Residential users may benefit from information about environmentally preferable purchasing of low- or non-phosphorus products, and other practices.

### **Set Phosphorus Removal Strategies**

**Your WWTF.** You may be able to improve the phosphorus removal capabilities of your existing WWTF using the biological or chemical treatment methods of enhanced biological phosphorus removal and chemical precipitation. Removal is achieved by transferring phosphorus from the dissolved to a solid form, followed by liquid-solid separation and removal of phosphorus in the waste sludge. See the fact sheet *Phosphorus Removal and Treatment Technologies* for more information.

### **Develop a Timeline**

Create a timeline for implementing the strategies. Set milestones at which the reduction goals and strategies will be reassessed. If businesses will be closely involved in helping you achieve an influent goal, meet with them to confirm the implementation plan.

Throughout the implementation plan, explain your choice of reduction strategies, timelines or milestones. You may want to explain why you chose one option over another.

### **Organizing Your Phosphorus Reduction Strategies**

When creating your implementation plan, you can organize the phosphorus reduction strategies into the following categories:

- Source reduction (prevention)
- Best practices
- Education
- Pretreatment (at businesses or institutions)
- Phosphorus removal at the WWTF (for example, WWTF optimization or biological and chemical treatment methods)
- Ongoing monitoring



### **Including Additional Information**

In some cases, including additional information in your implementation plan may be helpful:

- Will the implementation plan include phosphorus monitoring to help track WWTF and business performance?
- Will all the strategies combined reduce total phosphorus to achieve your goal?
- If a phased implementation is planned, explain why.
- Will you need to collect additional information (i.e, alternatives to high phosphorus products, monitoring data) before finalizing the PMP?
- How will you reassess goals and strategies at the milestones?
- What is the potential for new phosphorus contributions from domestic or business sources? Or increases from existing sources?



### My WWTF Phosphorus Reduction Implementation Plan

Describe your implementation plan. Include reduction strategies and a timeline.



For each source of phosphorus, summarize any phosphorus reduction activities implemented during the last five years. Looking ahead five years, focus on preventive practices—those practices that reduce phosphorus at the source before it becomes a waste.

### **Phosphorus Reduction Strategies**

### 1. Businesses—industrial, commercial and institutional users:

Past five years: Meeting with Industries and discussing low phosphorus alternatives.

Next five years: Continue with education.

### 2. Municipal sources:

Past five years: Education on alternative chemicals.

Next five years: Continue education.

### 3. Satellite communities:

Past five years: NA Next five years: NA

### **Phosphorus Reduction Potential**

The Chatfield WWTF is below average for influent phosphorus levels. We will continue public and industry education as well as looking into any sources that we can identify. At the WWTF we have been working on energy conservation and found when we turned down our aerators, we reduced our phosphorus removal rates in 2023. In 2024 we ran the aerators a little bit higher, and the results were better. We are still fine tuning the operation for nutrient removal as much as we can with our current facility as it is and hope to have more consistent and higher removal rates over the next 5 years. We also have two side streams in the facility. One being our drain tile for our reed beds that gets returned to the outer ring of the oxidation ditch. This side stream contains very high levels of phosphorus in the spring of the year before new growth starts. Our second source is our decant line from our two aeriated digesters that is returned to our influent wet well. The levels coming from this side stream vary and needs to be investigated further. If we could treat these side streams before returning them back into the wastewater would help our effluent levels. Looking into these side streams and treatment options for them over the next 5 years could help our effluent phosphorus levels.

### 4. Domestic:

Past five years: We have a great public education program with water conservation and WWTF tours.

Next five years: Continue with public education on these topics.

### **Phosphorus Removal Strategies**

### My WWTF.

Past five years: We worked with MN Tap for energy conservation at the WWTF. We have found there is a fine line between trying to save on energy costs and phosphorus removal. Learning how to balance those two with operational changes.

Next five years: Continue monitoring the phosphorus levels as we make operational changes to see what produces the best results.

|--|

### Gather signatures.

Signature of preparer	Date
Signature of principle executive officer or authorized agent	Date



### **CITY COUNCIL MEETING STAFF REPORT**

Meeting Date: March 24, 2025

**Agenda Item:** Ordinance 478 - Mediacom Franchise Agreement

**Subject | Summary:** Mediacom Franchise Agreement

Agenda Category: Continued Business Submitted By: Michele Peterson

Recommended Motion: Second Reading. Motion to approve as presented. Motion to approve

publication.

**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** <u>Terms</u>. 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.

- In the event Franchising Authority grants one or more additional (a) 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 into other Franchises. enter
- In the event a MVPD commences operation without a Franchise or is (b) 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. 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 <u>Conformance with State and Federal Laws and Rules.</u> 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

- **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.
- **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.
- **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.
- **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 <u>Underground Construction</u>. 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.
- **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 <u>Compliance with FCC Technical Standards</u>. 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.
- **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 <u>Conditions of Sale</u>. 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

**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.

- **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.

- **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.
- **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.
- **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.

**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 <u>Miscellaneous Provisions</u>

- **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.
- **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.
- **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 2<sup>nd</sup> 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** <u>Franchise Administration.</u> 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** <u>Descriptive Headings</u>. 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 <u>Term and Effective Date</u>. 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 N	Minnesota LLC
Signature:	
Printed Nam	ne:
Title:	



#### CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 24, 2025

Agenda Item: Deputy Clerk Position	
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion: Motion to approve posti	ng the position.
Community Engagement and Outreach:	
FISCAL IMPACT:	
Amoun	nt:
Ongoing Cos	st:
One-Time Cos	st:
Included in Current Budget	?:
FISCAL DETAILS:	
Fund Name(s) (Operations   Capital	1):
Account Code	e:
Background:	
Attachments:	
Deputy Clerk Job Description 2025 pdf	

1 7 1



#### Job Description – Deputy City Clerk

Position Title: Deputy City Clerk
Status: Full-Time; 40 hours/week
Reports to: City Clerk
Classification: Non-Exempt

Wage Range: \$22.52 - \$29.08 Hourly DOQ

#### PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to assist the City Clerk, Administration, and other city employees and Elected Officials as needed by performing support work in the area of City Government operations. This position may act as back up in the absence of the City Clerk and perform the duties of a Deputy Clerk as authorized by city and state law.

#### **JOB REQUIREMENTS**

Applicant must have a high school diploma or equivalent, and preferably two years post high school education. Applicant must have a strong background in communications, documentation skills, record keeping, and computer experience with spreadsheets, word processing, and data entry. Experience in Municipal Government is desirable but not required. This position may involve travel for education purposes.

#### **RESPONSIBILITIES AND DUTIES:**

- Respond to public inquiries on the phone and in person regarding City programs, ordinances, and any other items pertinent to the City.
- Handle all functions of Utility Billing to include deposits, receipt entry, monthly billing, reports, and troubleshooting.
- Assist the City Clerk with the handling of correspondence on behalf of the City and the City Council and execute any assignments given by them.
- Provide clerical support to the City Clerk to include typing, mailing, copying, filing, and publishing notices.
- Assist with the maintenance of record retention files.
- Complete office supply ordering.
- Assist with the issuing of permits and licenses for the City in accordance with established guidelines, including assisting applicants with proper completion of applications for licenses and permits.
- Handle all Accounts Receivables, and Payables as needed.

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Ability to present the City in a courteous and professional manner in person and over the phone.
- Ability to handle several tasks at one time.
- Ability to initiate and accomplish tasks independently.
- Ability to communicate effectively and professionally with coworkers and members of the public.
- Basic knowledge of office machines and equipment.
- Knowledge of English, spelling, arithmetic, bookkeeping, computers, typing, photocopiers, fax machines and other office equipment.
- Knowledge of research and composition, sentence structure and spelling.
- Extensive knowledge of Microsoft Word, Excel, and other software applications.
- Strong attention to detail.

The Responsibilities & Duties, and Knowledge, Skills and Abilities are intended only as illustrative of various types of work performed and are not all inclusive. The job description is subject to change as the needs of the employer and requirements of the job change.



#### **CITY COUNCIL MEETING STAFF REPORT**

Meeting Date: March 24, 2025

**Agenda Item:** Comprehensive Plan Update Proposal

**Subject | Summary:** Proposal to complete an update to the 2015 Comprehensive Plan.

Agenda Category: New Business Submitted By: Michele Peterson

**Recommended Motion:** Motion to approve as recommended by the Planning & Zoning Commission.

**Community Engagement and Outreach:** 

FISCAL IMPACT:

**Amount:** \$15,000.00

Ongoing Cost: No

One-Time Cost: Yes

**Included in Current Budget?:** 

**FISCAL DETAILS:** 

Fund Name(s) (Operations | Capital): Capital

**Account Code: 801-41910-**

Background:

Attachments:

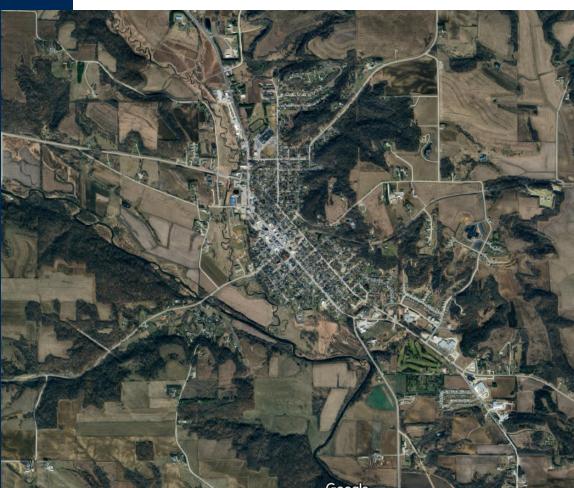
Widseth Comp Plan Update Proposal-updated.pdf



COMPREHENSIVE PLANNING **SERVICES** 

## **CITY OF CHATFIELD** 2015 COMPREHENSIVE PLAN UPDATE

FEBRUARY 17, 2025



#### **LOGAN TJOSSEM AICP**

Project Manager | Principal Planner 507.206.2138 Logan.Tjossem@widseth.com

3777 40th Avenue NW, Suite 200 Rochester, MN 55901

#### **WIDSETH**

February 17, 2025

Attn: Michele Peterson, City Administrator City of Chatfield 21 SE Second Street Chatfield, MN 55932

PH: 507.872.1518

Email: mpeterson@ci.chatfild.mn.us

Rochester

3777 40th Avenue NW, Suite 200 Rochester, MN 55901-3297

> 507.292.8743 Rochester@Widseth.com Widseth.com

Re: City of Chatfield Comprehensive Plan Update

Dear Ms. Peterson

The City of Chatfield is a diverse community of citizens with a rich history. As an ideal location for arts and history, recreation and entertainment, scenic wildlife and agriculture, Chatfield has a strong sense-of-place, and perhaps Chatfield could be labeled as "The Chosen Valley". Thus, the city needs a thoughtful review of the current and future growth and development of the city.

The revision to the Comprehensive Plan will benefit residents, community leaders, and prospective developers by anticipating and preparing for the impacts of an increasing diversity of population, housing, economic, and social needs. The recommendations and implementation will be the foundation for growth that will benefit citizens, stakeholders, and all who live here over the next 15-20 years and beyond.

Widseth has professionals already working with the City of Chatfield. We are vested in the process to create a policy document that enables citizens, developers, and the city to work together in a complementary way. Widseth has been a part of your community for many years and we hope to continue collaborating with you for many more.

Sincerely,

LOGAN T.IOSSEM AICP

Project Manager | Principal Planner 507,206,2138

Logan.Tjossem@widseth.com

CRAIG BRITTON PE, VP
Civil Engineer | Office Manager
507.206.2125
Craig.Britton@widseth.com

#### WIDSETH

## WIDSETH **INTRODUCTION**



#### **LIST OF DISCIPLINES**

- Aerial Mapping
- Architecture
- Civil Engineering
- Electrical Engineering
- Environmental
- Funding
- GIS
- Interior Design
- Land Surveying

- Landscape Architecture
- Mechanical Engineering
- Planning
- Structural Engineering
- Transmission & Distribution Design
- Transportation Engineering
- Water Resources Engineering



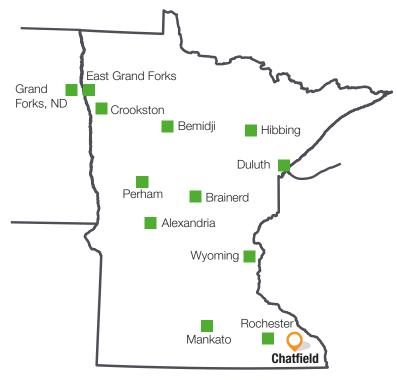






Widseth is an engineering, land surveying, environmental, and architecture services firm with 12 offices in Minnesota and North Dakota and 250+ employees. Our engineering practice includes civil, structural, mechanical and electrical engineers who work on a wide range of projects for public and private clients. Our land survey crews and environmental specialists work throughout the Midwest. Our architectural portfolio includes schools, sports and recreational facilities, maintenance buildings, clinics, senior living, retail, offices, factories, historic buildings and more. Together, this multi-discipline team provides our clients a complete package of services to lead their project from concept to completion.

Widseth was established in 1975, and 2025 marks 50 years of dedicated service to our clients and communities. This milestone reflects our longstanding commitment to excellence, innovation, and building lasting relationships.





#### PROJECT UNDERSTANDING

We understand the City of Chatfield desires to have a revision to their current Comprehensive Plan. A Comprehensive Plan update process identifies strengths, weaknesses, opportunities, and challenges and ultimately creates both a physical and policy document that allows the city to best optimize its resources, growth, and development over the next 15-20 years, while establishing implementation goals and strategies to move towards a sustainable future with clear objectives. With the City of Chatfield's current Comprehensive Plan adopted in 2015, we understand that new strategic objectives and action items should be addressed through the proposed update. With an update to the policies, goals, and standards; including land use and planning; transportation (sidewalks, trails, and roads,) community facilities and services, municipal utilities (electric, water, sanitary sewer, storm sewer), housing; economic development/redevelopment; and community culture & image, the new plan will provide a new direction for growth that will enhance the quality of life for all its residents and unique socio-economic make-up for a successful long-term plan.

#### PROJECT APPROACH

We propose to provide an approach that is not linear (a straight line from start to finish) but somewhat of a spiral. We make progress yet circle back to test our assumptions and findings, then move forward, again, repeating the cycle while moving ahead.

Throughout this process, our team will draw on years of experience to develop understandable, useable documents to plan the future of the City of Chatfield.

Each phase will consist of:

- Reviewing existing information and/or information gathered in the previous phase.
- Questioning results and communicating with stakeholders, community leaders, and citizens.
- Testing proposed suggestions or new policies for recommendations and implementation strategies.

#### **COMMUNITY OUTREACH**

Our team is experienced in leading client groups to establish long-term goals, define needs, and build consensus around solutions. Our process includes meeting with the city, county, tribal governments, stakeholders, and community leaders to listen, establish needs, and work through appropriate solutions. Widseth's approach always has been, and always will be, client driven.

Having executed many similar successful engagements, we will tailor a unique public engagement process specific to the needs of the community to try and make sure every voice is heard and represented.

#### **PUBLIC MEETINGS**

In collaboration with the City of Chatfield, stakeholders, and community leaders, Widseth's team will help plan, and conduct community engagement meetings as outlined in our timeline. Our team will also help facilitate the meetings and draft and deliver informational exhibits and reports throughout the process.



#### COMPREHENSIVE PLAN TIMELINE, DELIVERABLES, & COST - Months 1-3:

- Review previous Comprehensive Plan and existing policies and documents
- Begin Formatting chapters, sections, or themes
- Determine Role of Public in Plan Development
- Coordinate with Planning Commission and staff

#### MEETING #1 (VIRTUAL OR IN PERSON) - Months 3-6:

- Introduction
  - Schedule
  - Areas of focus
  - Community involvement
- Discussion
  - Comparing Ideas
- Deliverables: Meeting minutes

#### MEETING #2 (VIRTUAL OR IN PERSON) - Months 6-9:

- Introduction
  - Recap of Meeting #1
- Evaluate Specific Areas
  - Transportation: Trails, sidewalks and roads
  - Utilities and infrastructure
  - Land use: Re-imagine Twifford Street
  - Residential housing options and density
  - Parks and open space
- Deliverables: Meeting minutes

#### MEETING #3 (VIRTUAL OR IN PERSON) - Months 9-11:

- Introduction
- Finish evaluating specific areas
  - Similar to Meeting #2
  - Implementation
- Deliverables: Draft Comprehensive Plan

#### MEETING #4 (VIRTUAL OR IN PERSON) - Adoption:

- Comprehensive Plan Presentation
- Questions/Comments
- Deliverables: Final Comprehensive Plan

FEES: Hourly, estimated at \$15,000.00

#### Widseth

# RESUMES



#### LOGAN TJOSSEM AICP Principal Planner | Project Manager

Logan brings over 20 years of project planning experience to Widseth, offering expertise in both the private and public sector. He is involved in project development for all Widseth offices by creating and modifying comprehensive plans, zoning ordinances, conducting research, and development review. He focuses on assessing obstacles within a projects design and process and establishing timelines that allow every project to be efficient and progress seamlessly.

#### License/Certification

American Institute of Certified Planners (AICP)

#### Education

Bachelor of Science, Community and Regional Planning (emphasis on Economic Development) | Iowa State University

#### **Professional Associations**

Associate Member of Minnesota & Wisconsin Chapters of the American Planning Association (MnAPA & WiAPA)



#### CRAIG N BRITTON PE, VP Civil Engineer | Office Manager

Craig joined Widseth in 2008 as a partner in the firm through the firm's merger with QED Engineering. Craig serves as the City Engineer for Chatfield, Pine Island, Dodge Center, and Rollingstone, Minnesota. His responsibilities include site selection, roadway and utility design, preliminary and final engineering and design, construction cost estimates, and construction administration services. Craig also works with a number of private sector clients to plan and prepare construction documents for development projects.

#### License/Certification

Professional Civil Engineer | MN #44228, Certification for Erosion/Stormwater Management **Education** 

Bachelor of Science in Civil Engineering | University of Wisconsin-Platteville



#### CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 24, 2025

	,
Agenda Item: Public Services Committee	
Subject   Summary:	
Agenda Category: Subm	itted By: Michele Peterson
Recommended Motion: March 24, 2025 Meeting Packet	
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:	

2025.03.24 Meeting Packet.pdf



## <u>CITY OF CHATFIELD PUBLIC SERVICES COMMITTEE</u> <u>AGENDA</u>

<u>City Council Chambers - 21 SE Second Street, Chatfield, MN 55923</u> <u>March 24, 2025, 4:30 P.M.</u>

- A. Minutes
  - 1. February 24, 2025 Public Services Meeting Minutes Review the minutes from the previous meeting.
- B. New Business
  - 1. DEF Fluid Bulk Purchase
  - 2. Body Camera Policy



#### PUBLIC SERVICES COMMITTEE MEETING STAFF REPORT

Meeting Date: March 24, 2025

**Agenda Item:** February 24, 2025 Public Services Meeting Minutes Subject | Summary: Agenda Category: Submitted By: Michele Peterson **Recommended Motion:** Review the minutes from the previous meeting. **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:

2024.02.24 Public Services Notes.pdf



#### **Public Services Committee**

February 24, 2025

The Public Services Committee met on Monday, January 27, 2025.

**Members Present:** Councilors Dave Frank and Pam Bluhm.

Members Absent: None

Others Present: Michele Peterson.

#### A. Minutes

1. Notes from January 27, 2025, were reviewed, no amendments were suggested.

#### **B.** New Business

1. Squad Vehicles: Chief Fox noted that the 2018 squad has had a new catalytic convertor and water pump installed, and therefore is back in service. The catalytic convertor was replaced under warranty. The other squad needs a new engine. The equipment has been ordered to repair the vehicle. Chief Fox will reach out to Fire Safety to understand what is happening with the new equipment ordered for the new squad car, so that it can be put into service. At this time Chief Fox is thinking that the Chief's car should be replaced this year, with the second squad being replaced in 2026.



#### PUBLIC SERVICES COMMITTEE MEETING STAFF REPORT

Meeting Date: March 24, 2025

Agenda Item: DEF Fluid Bulk Purchase	
Subject   Summary: Purchase of bulk DEF Fluid	
Agenda Category: New Business Sul	bmitted 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 DEF Fluid Bulk Purchase.pdf

#### INTEROFFICE MEMORANDUM

TO: CHATFIELD CITY COUNCIL

FROM: ROCKY BURNETT

**SUBJECT:** DEF FLUID BULK PURCHASE

**DATE:** 3/13/2025

CC:

With the purchase of the new ambulance, we now must put DEF fluid in both trucks. The last time we purchase a 2.5-gallon container it was \$12.79 which comes out to \$6.39 a gallon. After some research we found we could get a 55-gallon drum delivered for \$138.00 or \$2.50 a gallon. So, we ordered a drum and a hand pump at a total cost of \$354.86 we will now own the pump and will not have that cost the next time we order a drum. I anticipate going through 1.5 of these drums a year so this is a pretty good savings.

I have also offered to the Public Works Department the use of this for any of their vehicles, which would only increase the savings by buying this in bulk.

CHS delivered the drum and pump on 3/12. Public Works and Ambulance Departments have been advised and trained on use.

Let me know if there are any questions

Rocky Burnett



#### PUBLIC SERVICES COMMITTEE MEETING STAFF REPORT

Meeting Date: March 24, 2025

<u> </u>	
Agenda Item: Body Camera Policy	
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion:	
Community Engagement and Outreach:	
FISCAL IMPACT:	
Amoun	t:
Ongoing Cos	et:
One-Time Cos	et:
Included in Current Budget	?:
FISCAL DETAILS:	
Fund Name(s) (Operations   Capita	I):
Account Cod	e:
Background:	
Attachments:	
3-18 body cam policy.pdf	
Use-of-Body-Worn-Cameras LMC.pdf	

#### 3-18 POLICE BODY WORN CAMERA

#### **INDEX**

3-18.1	DEFINITIONS
3-18.2	TRAINING
3-18.3	USAGE
3-18.4	ACTIVATION/DEACTIVATION
3-18.5	SPECIAL GUIDELINES OF RECORDING
3-18.6	DOWNLOADING / LABELING RECORDINGS
3-18.7	DATA STORAGE MEDIA CONTROL AND MANAGEMENT
3-18.8	DATA RELEASE REQUESTS
3-18.9	AGENCY USE OF DATA
3-18.10	AUDITS
3-18.11	VIOLATION OF POLICY

#### **POLICY**

This agency recognizes that Police Body Worn Cameras (BWC) is an effective law enforcement tool. Therefore, the policy of this agency will be to utilize BWC technology in a manner that enhances accountability and transparency for all involved in a police and citizen interaction. This policy does not apply to other police video recording equipment, which is covered by policy 3-15. BWC is only a slice of what was occurring at a given time and is a two-dimensional representation of a three-dimensional event. The BWC may not record all the information that was seen or heard by those involved in the event and is only one part of the documentation of an event where a full understanding of what occurred is needed.

#### **PURPOSE**

The purpose of this policy is to clearly establish for agency personnel the proper use of BWC technology to achieve the following:

- The primary purpose is to provide evidence collection of events, actions, conditions, and statements made during arrests, critical incidents, and other law enforcement activities.
- To enhance the agency's ability to provide accountability and transparency of officer and citizen interactions.
- To evaluate the performance of officers and to assist in training.

#### **SCOPE**

This policy applies to all sworn personnel and those civilian personnel assigned the responsibility of handling digital evidence or information releases.

#### **STANDARDS**

#### 3-18.1 **DEFINITIONS**

<u>Body Worn Camera (BWC)</u> – A camera system that is worn on an individual officer's person that records and stores audio and video data.

<u>Confidential data</u> – BWC data that is collected or created as part of an active criminal investigation.

<u>Data Subject</u> – The image or voice of any person recorded by a BWC, except of the officer wearing the BWC that captured the data.

<u>Data Transfer</u> – The movement of digital data from a BWC device to the agency digital evidence storage location.

<u>Digital Evidence</u> – Digital data files from PVRE including BV, ICV, BWC or any other agency device capable of capturing audio, video, photographs and stored in a digital format that have an evidentiary value.

<u>Evidentiary Value</u> – Information that may be useful as proof in a criminal prosecution and related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.

General Citizen Contact – A formal or informal encounter between an officer and person(s) that does not have an evidentiary value. Examples including, but not limited to: assisting a motorist with directions, answering general questions or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.

<u>Minnesota Government Data Practices Act (MGDPA)</u> – Refers to Minnesota Statute 13.01, et seq.

<u>Next of Kin</u> - The following persons are proper relatives, in descending order: the deceased individual's spouse, parent, adult child, or adult sibling. Reference of definition, Minnesota Statute 253B.03 Subd 6 (b) (3).

<u>Non-general Citizen Contact</u> – Means an officers' encounter with a person(s) that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.

<u>Police Video Recording Equipment</u> (PVRE) – Equipment used to record video with or without audio.

<u>Unintentionally recorded footage</u> – Is a video recording that result from an officer's test activation, inadvertence, or neglect in operating the officer's BWC, provided that no portion

of the resulting recording has evidentiary or administrative value. Examples include, but are not limited to, recordings made in agency locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business or personal nature with the expectation that the conversation was not being recorded.

#### **3-18.2 TRAINING**

The agency shall provide all employees responsible for the operation, handling, and management of the BWC equipment and data files with training to ensure compliance with this policy.

#### 3-18.3 **USAGE**

Officers shall only use department approved/issued BWC in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.

Officers assigned to a patrol shift will utilize a BWC during their work shift by checking out a camera from the BWC dock unless none are available. If none are available or an officer forgets to remove a BWC before going on a call for service, the officer will advise Dispatch they do not have a BWC. Officers should ensure the BWC is working correctly and sync the BWC to the squad car they will be using during their shift.

If a BWC is found to not be working correctly it shall be placed out of service and notification sent to the department as to which BWC is out of service, as well as placing a note on the BWC.

Officers should ensure the BWC is worn in one of the approved locations.

- A. Approved BWC wear locations:
  - 1. On the vertical button edge of a uniform shirt or outer jacket.
  - 2. On a dedicated tab of a uniform shirt or outer jacket.
  - 3. On a dedicated tab located on outer body armor carrier.
  - 4. On the pocket of an outer body armor carrier.
  - 5. Other location submitted in writing based on specific circumstances to the Chief of Police or Designee with a written approval.

#### 3-18.4 ACTIVATION/DEACTIVATION

A. Officers should activate their BWCs when anticipating that they will be involved in or witness other officers of this agency involved in a pursuit, Terry stop of a motorist or pedestrian, search, seizure, arrest, use of force, non-general contact, and during other activities likely to yield information having evidentiary value. However, officers need not activate their BWC when it would be unsafe, impossible, or impractical to do so, but such instances of not recording must be documented in the ICR and report, if a report is created. If the BWC fails during use, it must be

documented in the ICR and report, if a report is created to include the reason for failure.

- B. Officers have discretion to record any police-citizen encounter regardless if the recording would yield information having evidentiary value, unless such recording is otherwise expressly prohibited.
- C. Officers have no affirmative duty to inform people that a BWC is being operated or that they are being recorded.
- D. Once activated, the BWC should continue recording until the conclusion of the event, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value or if the event would be recorded by another department PVRE system. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If circumstances change, officers will reactivate their cameras as required by this policy to capture information having evidentiary value.
- E. Officers shall not intentionally block the BWC's audio or visual recording functionality to defeat the purposes of this policy. However intentional blocking is acceptable if utilized to comply with section 3-18.5 B, Special Guidelines for Recording, where a temporary blocking would be more appropriate than stopping and starting the BWC.
- F. Officers shall not activate the BWC during events where undercover officers are known to be present without prior approval from the undercover officers or a department supervisor.
- G. Notwithstanding any other provision in this policy, officers shall not use their BWCs to record agency personnel during non-enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, briefings, meetings or during other private conversations, unless recording is authorized by the Chief or Designee as part of an administrative or criminal investigation.

#### 3-18.5 SPECIAL GUIDELINES OF RECORDING

Officers may, in the exercise of discretion, determine:

A. To use their BWC to take recorded statements from persons believed to be victims and witnesses of crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

- B. To use their BWC to record persons being provided medical care if the subject is aggressive towards others or force may be necessary to allow for providing medical care.
- C. To use their BWCs when dealing with individuals believed to be experiencing a mental health crisis or event. BWCs shall be activated as necessary to document any use of force, or anticipated need for use of force.
- D. If officers respond to a health care facility, mental health care facility, detox, juvenile detention center, or adult detention center for a call of assistance, they may record the event as covered under 3-18.5 A., but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing aggression or a use-of-force incident.
- E. Officers should avoid recording law enforcement restricted data on a BWC that may be in a verbal, written or electronic format. Examples including, but not limited to: computer screen or Driver's Licenses, school or medical information.

#### 3-18.6 DOWNLOADING / LABELING RECORDINGS

- A. BWCs will be downloaded in the manner and to location specified during training.
- B. Recordings of known evidentiary value or use of force event or an event the officer believes should be retained longer will be labeled and stored as directed during training. These recordings should be listed in the officer's written report.
- C. All BWC recordings shall be stored as designated by agency configuration. BWC recordings will be labeled as designated during training.

#### 3-18.7 DATA STORAGE MEDIA CONTROL AND MANAGEMENT

#### A. Data Retention

- All BWC data shall be retained for a minimum period of 90 days. There
  are no exceptions for unintentionally recorded or non-evidentiary data.
  BWC data not listed in provisions below is subject to destruction after 90
  days from date of recording.
- 2. BWC data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period. BWC data will no longer be considered as

- evidentiary data if the charges are dismissed or 90 days after being sentenced for charges.
- 3. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.
- 4. Data that documents the use of deadly force by a peace officer must be maintained indefinitely.
- 5. Certain kinds of BWC data must be retained for six years:
  - a. Data that documents the use of force of a sufficient type or degree by a peace officer, to require supervisory review.
  - b. Data documenting circumstances that have given rise to a formal complaint against an officer.
- 6. Upon written request by a BWC data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 180 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
- 7. BWC data that has a value for training purposes; may be reclassified as training data and subject to section 3-18.9. BWC data that are retained for training purposes, which no longer have evidentiary value, may be stored outside of the regularly used server. Such data is considered department data and may not be disseminated outside the department without prior approval.

#### B. Digital Data Storage

- 1. Officers shall only use agency designated digital data storage, as approved by the Chief of Police or designee.
- 2. The City's Information Technology will determine the best method for backing up the data. If that method is an off-site, cloud-based system, they will ensure the data is encrypted and meets the requirements of the Criminal Justice Information Services, Policy 5.4 or successor version.

#### C. Security/Control of Digital Data

- 1. Officers shall not edit, destroy, erase or in any manner alter BWC data unless otherwise expressly authorized by the Chief or the chief's designee.
- 2. Upon download from the BWC, data will be subject to the same security restrictions and chain of evidence safeguards as any other piece of evidence/property.
- 3. A copy of any BWC data will not be released to a person or agency, other than another criminal justice agency, without prior approval of the Chief of Police or his/her designee.
- 4. Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access, view or record BWC data, without prior approval from the Chief of Police.
- 5. Access to BWC data from city approved devices shall be managed in accordance with established agency and/or city policy.
- 6. Agency personnel may access and view stored BWC data only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review BWC data of an incident which they recorded, only for the purpose of preparing a report, giving a statement, or providing testimony about the incident.
- Agency personnel are prohibited from accessing BWC data for nonbusiness reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this agency onto public and social media websites.
- 8. Officers may display portions of BWC data to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should limit these displays, including but not limited to: showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video, to protect against the incidental disclosure of individuals whose identities are not public.
- 9. Officers shall refer members of the media or public seeking access to BWC data to the responsible authority/data practices designee, who will process the request in accordance with the MGDPA and other governing laws. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.

10. BWC digital data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

#### 3-18.8 DATA RELEASE REQUESTS

Minnesota State Statutes 13.825 classifies BWC recorded data as private data on individuals or nonpublic data. This agency may redact or withhold access to portions of data that are public under this subdivision if those portions of data are clearly offensive to common sensibilities. BWC data is considered public under the following provisions of 13.825:

- A. Data that document the discharge of a firearm by a peace officer in the course of duty, if a notice is required under section 626.553, subdivision 2, or the use of force by a peace officer that results in substantial bodily harm, as defined in section 609.02, subdivision 7a.
- B. If a subject of the data requests it be made accessible to the public, but subject to redaction if the data contains:
  - 1. Other data subjects that have not consented to the release.
  - 2. Data contains images of a peace officer whose identity is protected under section 13.82, subdivision 17, clause (a).
- C. Notwithstanding any law to the contrary, when an individual dies as a result of a use of force by a Chatfield Police Officer, the following individuals, upon their request, to inspect all portable recording system data, redacted no more than what is required by law, documenting the incident within five days of the request, except as otherwise provided for in 3-18.8 D below or by law.
  - 1. The deceased individual's next of kin;
  - 2. The legal representative of the deceased individual's next of kin
  - 3. The other parent of the deceased individual's child.

The Chief of Police may deny a request if the Department or Agency assisting in the investigation determines that there is a compelling reason that inspection would interfere with the active investigation. If denied access, the Chief of Police must provide a prompt, written denial to the individual who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the district court pursuant to section 13.82, subdivision 7.

D. When an individual dies as a result of a use of force by a Cannon Falls Police Officer, the Chatfield Police Department shall release all portable recording system data, redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the Chief of Police asserts in writing that the public classification would interfere with an ongoing

- investigation, in which case the data remain classified by section 13.82, subdivision 7;
- E. Data that are public personnel data under section 13.43, subdivision 2, clause (5).
- F. Data made public by an order of the Court.
- G. BWC data that is part of an active criminal investigation is confidential. \_This classification takes precedence over the "private" or "public" classifications listed within this policy.

#### 3-18.9 AGENCY USE OF DATA

The following purposes are approved by the Chief of Police as having a legitimate and specified law enforcement purpose, for the access to the BWC recorded data as provided by Minnesota Statute 13.825, subd 7(b).

- A. Supervisors or other personnel as assigned by the Chief of Police or designee may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- B. Supervisors may randomly review BWC recordings made by officers to ensure the equipment is operating properly and officers are using the devices appropriately in accordance with this policy, and to identify any performance areas in which additional training or guidance is required.
- C. Officers should contact their supervisor to discuss retaining and using BWC data for training purposes. Officer objections to preserving or using certain BWC data for training will be considered on a case-by-case basis.
- D. Field training officers may review BWC data, recorded by them or their trainee, with trainees for the purpose of training, coaching and feedback on the trainee's performance.
- E. Nothing in this policy limits or prohibits the use of BWC recorded data as evidence of misconduct or as a basis for discipline.
- F. May display portions of BWC footage to any person, agency, or the public if the agency determines that the access is allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time.

#### **3-18.10 AUDITS**

This agency will conduct an independent audit on a biennial basis as required by Minnesota Statute 13.825, subd. 9, results of the independent audit will be reported to the city council.

#### 3-18.11 VIOLATION OF POLICY

If an employee misuses the data covered by this policy or intentionally fails to comply with or violates this policy, it will be considered misconduct as covered by section 1-6.07 and such behavior may be grounds for disciplinary action up to and including discharge.

Policy 3-18: Issued: 03-18-2025











The League of Minnesota Cities Insurance Trust thanks the following organizations that comprised the working group to develop and review the model policy: Minnesota Counties Intergovernmental Trust, Minnesota Chiefs of Police Association, Minnesota Association of City Attorneys, Minnesota County Attorneys Association, Minneapolis Police Department, St. Paul Police Department, Cannon Falls Police Department, Burnsville Police Department, and Columbia Heights Police Department. Their participation does not necessarily signify agency endorsement of the model policy by the individual's employing agency.

#### **INFORMATION MEMO**

### **Use of Body-Worn Cameras**

State law provides extensive guidelines on policies governing law enforcement use of body-worn cameras (BWCs) and the resulting data. This discussion and the linked model policy are intended to help cities administer BWC programs and data soundly and in accordance with law.

#### **RELEVANT LINKS:**

National Institute of Justice, *Research on Body-Worn Cameras and Law Enforcement*, (Jan. 7, 2022)
https://nij.ojp.gov.

Cynthia Lum, et al., Bodyworn cameras' effects on police officers and citizen behavior: A systematic review, Campbell Systematic Reviews 16, no. 3 (2020) [hereinafter Lum (2020)].

#### I. Program considerations

There could be a variety of different reasons for communities and their law enforcement agencies to embrace body-worn camera (BWC) technology. Some of the common ones are to reduce liability and civilian complaints, and to improve officer safety. Though experiences differ, the National Institute of Justice (NIJ) reported in 2022 that the existing research does "not necessarily support the effectiveness of body-worn cameras" in achieving all of these desired outcomes. On the positive side, a comprehensive analysis of 30 existing studies on BWCs found that their use was associated with a 16% relative reduction in complaints against officers. Beyond that, however, the results were murkier; researchers found that body camera usage can have "positive, negative, or null impacts on police or citizen behaviors under circumstances that are not well understood." The NIJ concluded that more research is needed to determine the value of BWCs and how to use them to realize the most benefit.

Survey research indicates that officers who use BWCs value them as means for protecting themselves from frivolous complaints and false stories about their conduct, and as a tool for documenting evidence. Communities considering a move toward body cameras should assess the benefits they hope to achieve together with the costs involved for equipment, data storage, and the administration of BWC data.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

Minn. Stat. § 626.8473, subd.

Minn. Stat. § 626.8473, subd.

Minn. Stat. § 13.825, subd.

Minn. Stat. § 13.825, subd. 9.

Minn. Stat. § 626.8473, subd. 3.

PERF document.

## II. Transparency, reporting, and external oversight

Minnesota law requires that communities starting a BWC program receive public comments at three junctures in the process. First, enforcement agencies must provide an opportunity for public comment before purchasing or implementing a BWC system. Minimally, the agency must receive comments by mail and email, but may certainly hold public meetings and forums if desired. Second, the council or board with budget oversight for the agency must allow public comment at one of its regular meetings. Third, agencies must allow for public comment and input when developing their BWC policies.

Next, the law requires transparency and reporting as agencies acquire more advanced BWC technologies. Agencies that obtain BWC equipment with capabilities that go beyond recording video and audio must notify the BCA of these acquisitions within 10 days. In turn, these notifications must be posted on the BCA's website.

Finally, the legislation imposes independent audit requirements on agencies that operate BWC programs. Agencies must arrange for an independent biennial audit to determine whether they are classifying data as required by law, how the data is being used, and whether the data is being purged and destroyed as required by statute. The audits must also examine whether personnel have obtained unauthorized access to BWC data or inappropriately shared data with other agencies. The audit results are public with few exceptions and must be reviewed by the governing body. In turn, the governing body must order the suspension of a BWC program if the audit shows a pattern of substantial noncompliance with legal requirements. Summaries of the audit results must be provided to the Legislative Commission on Data Practices and Personal Data Privacy, and to the chairs and ranking minority members of the committees of the house of representatives and the senate with jurisdiction over data practices and public safety issues within 60 days following completion of the audit.

#### III. Policy requirements

Minnesota law requires agencies to have written policies and procedures for their BWC programs. Resources from professional organizations such as the International Association of Chiefs of Police (IACP) and the Police Executive Research Forum (PERF) may contain information that is useful in formulating these policies. However, Minnesota law requires that the policy include several state-specific elements, including but not limited to:

• A requirement that officers wear the BWC above the midline of the waist.

- Circumstances under which recording is mandatory, prohibited, or is left to officer discretion.
- Data classifications, retention policies, general access procedures, and special access procedures in cases involving death.
- A prohibition against the destruction or alteration of BWC data before the expiration of the retention period.
- A requirement that certain BWC data be maintained indefinitely, in full, unedited, and unreducted condition.
- Procedures for testing the recording equipment, documenting malfunction reports, and addressing malfunctions.
- Guidelines for when a recording may be ended.
- Procedures for the secure storage of data and the creation of backup copies.
- Procedures to ensure compliance with the policy and to address violations.

Body-Worn Cameras, LMC Model Policy.

Red typeface in the LMC model policy indicates that the language is included in response to a statutory requirement. While the model language is recommended, agencies may certainly have other options for addressing mandatory policy elements.

#### IV. Deciding what to record

Minnesota law does not dictate when officers must activate their body cameras. Agencies must instead cover this topic in their written policy, along with the related subjects of when officers have discretion to record and are prohibited from recording.

Establishing guidelines on when to record involves tradeoffs. If the agency's goal for having BWCs is to maximize accountability, then the most logical policy choice would be to have officers turn on their cameras whenever they respond to a call for service or interact with a member of the public. Indeed, one finding from the research, subject to important caveats, is that the more policies restrict officer discretion in recording, the greater the reduction in use of force. On the other hand, if the agency's primary goal is to gather better evidence for use in criminal cases, then it might make sense to have officers treat body cameras like any other evidence-gathering tool and use their judgment in deciding when to record.

There seems to be little debate around the idea that officers should turn on their cameras when they anticipate making an arrest, using force, or becoming involved in conflictual situations with members of the public. The model policy requires that officers record these situations. Yet it also reflects the different schools of thought about whether to record all calls and enforcement contacts so important ones are not missed, or on the other hand, to take a more surgical approach. Option 1 in the model policy, under "General Guidelines for Recording," requires the activation of cameras

Minn. Stat. § 626.8473, subd. 3(b)(8).

Lum (2020) at 28-29.

Body-Worn Cameras, LMC Model Policy.

during all responses to calls for service and law enforcement-related encounters. Option 2 more narrowly defines the class of events subject to mandatory recording, and then relies on officer judgment to identify and record other circumstances likely to yield relevant evidence.

Practical and economic considerations may also come to bear on deciding which option to choose and how much data to record. Once BWC data is recorded, it must be administered and retained in accordance with legal requirements. Agencies should expect that both storage costs and the time required to administer data will increase as more is collected and stored. Desires for accountability and transparency may weigh in favor of broad, mandatory recording requirements. But considerations of cost and practicality may point toward less mandatory recording and more reliance on officer judgment.

Deciding which approach to take involves weighing these competing factors in the context of the prevailing social, political, and economic considerations within each community. This is a determination particularly suited to elected officials acting on input from law enforcement professionals. Agencies should consult with their city councils or county boards to develop a community-specific approach.

#### V. Data administration issues

Minnesota law treats data collected through the use of body cameras differently than most other forms of data. While most government data is presumptively public, BWC data is presumptively private. Minnesota Statutes section 13.825, subdivision 4, sets down special rules for determining who is a subject of BWC data. Other provisions establish special access rights and classification requirements pertaining to data that document a use of force resulting in death. Agencies are encouraged to consult with their city attorneys or legal advisors for guidance in interpreting and applying these laws. The model policy contains a multi-page section under the heading of "Administering Access to BWC Data" that addresses these and other topics.

#### A. Labeling data for retention purposes

In very general terms, the Data Practices Act establishes who is entitled to access different kinds of data, and then the entity's records retention schedule guides how long it must keep the data on hand before disposing of it. But administering BWC data is complicated by the fact that retention periods are governed by both Minnesota Statutes section 13.825, as well as the records retention schedule that the city or county has adopted.

Section 13.825, subdivision 3(a), provides that all BWC data must be maintained for a minimum period of 90 days and then be destroyed

Minn. Stat. § 13.825.

Body-Worn Cameras, LMC Model Policy.

Minn. Stat. § 13.825, subd. 3.

Minn. Stat. § 13.825, subd. 3(a).

Minn. Stat. § 13.825, subd. 3(b).

General Records Retention Schedule for Minnesota Cities.

General Records Retention Schedule for Minnesota Counties, available through the Minnesota Historical Society website. according to the agency's retention schedule. The statute identifies specific kinds of BWC data that must be maintained for one year and then be destroyed under the records retention schedule. These are data documenting duty-related firearms discharges, certain uses of force, and cases in which a formal complaint is made against an officer. But the expiration of these minimum retention periods under Data Practices does not necessarily mean that the data can or must be destroyed. Rather, the General Records Retention Schedule for Minnesota Cities (and the concordant General Records Retention Schedule for Counties) basically "kicks in" once the statutory retention periods have passed.

The model policy includes a series of suggested labels for BWC data files to aid in matching them to the appropriate retention period. For instance, if an officer has recorded a DUI arrest, the model provides for labeling the data file as "Evidence—Criminal." This label correlates to the category of "Arrest & Charge," found in the General Records Retention Schedule for Minnesota Cities. The retention schedule directs that this data should be maintained until the final disposition of the criminal case, which could certainly be after the expiration of the statutory 90-day retention period. By labeling this data when captured, the agency is informing itself from the outset that the data has evidentiary value in a criminal case and should be retained accordingly.

Agencies that choose not to deal with labeling data files at the time of capture or storage are likely deferring, rather than avoiding, the work involved in determining the correct retention period. Various BWC systems may offer different options for labeling data files, and agencies may find it useful to keep their own systems in mind when developing their policy.

#### B. Data access issues and flagging

The model policy also provides for a system of flagging BWC files to indicate the likely presence of information about individuals whose identities may be legally protected from disclosure. Examples of such individuals include undercover officers, victims of criminal sexual conduct, and vulnerable adults who are victims of maltreatment. Whether or not agencies use the flagging process, the categories of protected identities listed in the policy may serve as a useful checklist when responding to requests for access to BWC data. The policy includes the more commonly occurring protected identities but is not intended to be all-inclusive.

#### C. Access to BWC data and critical incidents

The model policy also addresses officer access to BWC data. It recommends allowing officers to review BWC video footage before drafting reports, giving statements, or providing testimony concerning typical law enforcement events. It is extremely unlikely that an officer could ever

PERF document at 45.

Information Memo, Planning for Critical Incident Responses

Minn. Stat. § 626.8473, subd. 3(b) (12).

perceive or recall the same amount of information captured by a digital, high-definition recording device, particularly when under stress, and PERF notes that officers will be able to report and testify more accurately when they are provided access to "all possible evidence of the event."

Other considerations may bear on allowing officers to view BWC footage and video evidence prior to giving statements about an officer-involved shooting or other critical incident. The model policy provides two options for video review and leaves it to agencies to include guidelines on viewing videos in their policies addressing critical incidents.

#### D. Supervisory review

Under the BWC legislation, agency policies must include provisions for ensuring that personnel comply with them. To this end, under the heading, "Agency Use of Data," the model requires that supervisors review BWC usage on a monthly basis. This review could be limited to a cursory comparison of when officers are making recordings, and how they are labeling them, as compared to other records of the officers' activities. An alternative would be to have supervisors also review BWC footage to gain an additional perspective on officer performance in the field. While reviewing footage might promote accountability, officers might see this practice as an expression of mistrust and become resentful. This is an issue for agencies to consider in light of their own particular circumstances.

#### VI. Further assistance

Please contact the League of Minnesota Cities or the Minnesota Counties Intergovernmental Trust with any questions or requests for assistance.



#### CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 24, 2025

Agenda Item: Park & Rec Committee	
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion: March 24, 2025 Meetin	ng Packet
Community Engagement and Outreach:	
FISCAL IMPACT:	
Amou	ınt:
Ongoing Co	ost:
One-Time Co	ost:
Included in Current Budge	et?:
FISCAL DETAILS:	
Fund Name(s) (Operations   Capit	al):
Account Co	de:
Background:	
Attachments:	

2025.03.24 Meeting Packet.pdf



## <u>CITY OF CHATFIELD PARK & RECREATION COMMITTEE</u> <u>AGENDA</u>

<u>City Council Chambers - 21 SE Second Street, Chatfield, MN 55923</u> <u>March 24, 2025, 5:30 P.M.</u>

#### A. Minutes

January 27, 2025 Meeting Minutes
 Review the minutes from the previous meeting.

#### B. New Business

- Tennis Courts Discussion
   Consider options for replacement.
- 2. MN Driftless Hiking Trail

Ziwipicwi	
MINNESOTA THE CHOSEN VALLEY	Meeting Date: March 24, 2025
Agenda Item: January 27, 2025	Meeting Minutes
Subject   Summary:	
Agenda Category:	Submitted By: Michele Peterson
Recommended Motion: Review	the minutes from the previous meeting.
Community Engagement and O	utreach:
FISCAL IMPACT:	
	Amount:
	Ongoing Cost :
	One-Time Cost :
Included in (	Current Budget?:
FISCAL DETAILS:	
Fund Name(s) (Ope	rations   Capital):
	Account Code:

**Attachments:** 

Background:

2024.01.27 Park & Rec Notes.pdf



Park & Rec Committee January 27, 2025

The Park & Recreation committee met on Monday, January 27, 2025.

**Members Present:** Josh Broadwater.

Members Absent: Dave Frank.

Others Present: Brian Burkholder and Michele Peterson

#### A. Minutes

 Meeting notes from November 25, 2024, were reviewed with no amendments suggested.

#### **B.** Continued Business

- 1. Robotic Cleaner Pool: Member Broadwater reviewed the proposal from Water Superintendent Ryan Priebe to purchase the new equipment. No concerns were raised. A recommendation to move forward with the purchase will be forwarded to the City Council's next meeting.
- 2. Groen Park Pedestrian Bridge: Member Broadwater reviewed the options for this project. Ultimately the conclusion was brought forward to discontinue the project, given the significantly higher installation cost than what was originally estimated. The option to sell the bridge will be brought forward to Council this evening under the Committee Report.

Meeting Date: March 24, 2025

\_\_\_\_\_

Agenda Item: Tennis Courts Discussion

Subject | Summary: Tennis Courts Update/Rebuild.

Agenda Category: New Business Submitted By: Michele Peterson

**Recommended Motion:** Consider options for replacement.

**Community Engagement and Outreach:** 

FISCAL IMPACT:

Amount:

**Ongoing Cost:** 

**One-Time Cost:** 

Included in Current Budget?: No

**FISCAL DETAILS:** 

Fund Name(s) (Operations | Capital):

**Account Code:** 

**Background:** The existing tennis courts were built in 1985/1986 in a partnership between the School and the City. The School provided the land for the courts to be built on, while the City paid for the courts to be built. From that point forward the school has been paying for the maintenance of the tennis courts. The courts are now in need of maintenance, as well the fencing needs attention. Given these costs the discussion was started to consider if the courts should be rebuilt in an alternate location. There are two locations that are currently being considered: Mill Creek Park or Hillside Park. Due to the land donation agreement for Groen Park, that area can not be considered.

**Attachments:** 

Tennis Courts.pdf

#### **HS Tennis Courts-relocation recommendation**

-Current Dimensions- 120' x 202' (4 courts, roughly 50' x 120' per court)

#### **Options-City Park locations**

- 1. Groen Park-middle area- Plenty of space. Agreement No Public Sports Activities
- 2. Groen Park-area along County Rd 2- would fit (Access by walking bridge across tributary waterway) Agreement No Public Sports Activities
- 3. Mill Creek Park- area south of south ballfield-Plenty of space. Access by walking bridge across tributary waterway. Currently Disc Golf Course using this area. Limited access.
- 4. Mill Creek Park-North parking/horseshoe area. Expand parking lot between ballfields.
- 5. Mill Creek-Across from Horse Arena. Will take away from Western Days horse shows.
- 6. Hillside Park Area-Space for off street parking and tennis/pickleball courts. Incorporate the trail system through the park between courts and parking lot.

#### Future idea-

- 1. Reduce size down to 2 tennis courts and 2 Pickle ball courts. Space required-120' x 140.'
- 2. Same size-2 tennis courts and 4 pickle ball courts.

#### **Estimated Cost-**

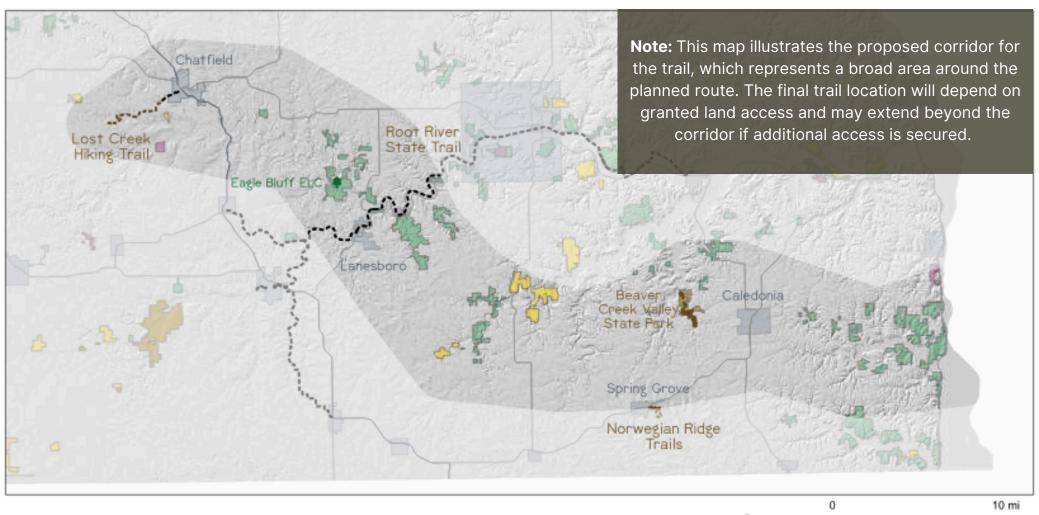
- 1. Reduced Size-120' x 140'=16,800 sq ft. @ \$9.00 per sq ft= \$151,200
- 2. Current Size-120' x 202'= 218,160 sq ft. @ \$9.00 per sq ft.= \$218,160



## Chatfield PARK & RECREATION COMMITTEE MEETING STAFF REPORT

Meeting Date: March 24, 2025 Agenda Item: MN Driftless Hiking Trail 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: Proposed Corridor and Build Standards (1).pdf

## Minnesota Driftless Hiking Trail Proposed Corridor





Existing Trail State Forest Paved State Park Natural Surface Wildlife Management Area Scientific and Natural Area
---

## **BUILD STANDARDS**

In wooded areas, our design standards call for:

24 - 30" Tread4 - 5' Clearing Width8' Clearing Height

Other landscapes have other standards:

30" Mowed path in grass
Obstruction free on logging roads/shared trails
Very narrow where ATV access is being guarded against

To read the full report: <u>Build Standards & Guidelines</u>

