



**ARLINGTON CITY COUNCIL
MEETING AGENDA
February 7, 2022 AT 6:30 PM
COUNCIL CHAMBERS**

The City Council is provided background information for agenda items in advance by city staff, committees, and boards. Many decisions regarding agenda items are based upon this information, as well as: City policy and practices, input from constituents, questions or information that has not yet been presented or discussed regarding an agenda item. If you have a concern or question, please ask to be recognized by the Mayor during the "Citizens addressing the Council" portion of the agenda—state your name and address for the record. Please keep comments under 5 minutes. Individuals wishing to speak for more than five minutes should ask to be included on the agenda in advance. All comments are appreciated, but please refrain from personal or derogatory attacks on individual

Masks are required at City Hall.

6:00 pm - Presentation of the Darwin Mathwig Award to Denise Swenson

1. Call Meeting to Order and Pledge of Allegiance
2. Roll Call
3. Approve the Agenda and any Agenda Additions

CONSENT AGENDA

The items listed for consideration will be enacted by one motion unless the Mayor, a member of the City Council, City Staff or a person in attendance requests an item to be removed from the Agenda.

4. Approval of Consent Agenda
 - A) Approval of Bills
 - B) January 18, 2022 City Council Workshop minutes
 - C) January 18, 2022 City Council minutes
 - D) Approve hiring of Samantha Gregory as an EMT student with the Arlington Area Ambulance Service
 - E) Accept Resignation of Chad Carpenter from the Arlington Fire Department effective January 18, 2022
 - F) Accept Resignation of Corey Carpenter from the Arlington Fire Department effective January 26, 2022
 - G) Accept Resignation of Keith Dressen from the Arlington Fire Department effective February 1, 2022
 - H) Accept Resignation of John Zaske from the Arlington Fire Department effective February 2, 2022
 - I) Appoint Jeremy Otto as 1st Assistant Fire Chief through December 31, 2022
 - J) Appoint Doug Mackenthun as Fire Chief through December 31, 2023

PETITIONS, REQUESTS, & COMMUNICATIONS

5. Addressing the Council
6. Announcements
7. Communications
 - A) Cemetery Committee Minutes 1/24/2022
 - B) Parks Committee Minutes 1/24/2022

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

8. January Public Works Report – Kirby Weckworth, Public Works Supervisor
9. January Ambulance Report – Jaime Weikle, Ambulance Manager
 - A) Arlington Area Ambulance Service Non-Transport Questionnaire
 - B) Arlington Area Ambulance Service Transport Questionnaire
 - C) Approve/Deny purchase of LIFEPAK from Stryker in the amount of \$60,794.52/3 interest free annual payments
 - Stryker \$60,794.52
 - Zoll \$98,356.88
10. December 2021 PeopleService O&M Report

ORDINANCES & RESOLUTIONS

11. First Reading of Ordinance 339: AN ORDINANCE AMENDING THE 2014 ARLINGTON COMPREHENSIVE PLAN FUTURE LAND USE MAP PERTAINING TO PROPERTY AT THE SOUTHEAST QUADRANT OFF FREEDOM DRIVE (“MEFFERT PROPERTY”)
12. First Reading of Ordinance 340: AN ORDINANCE AMENDING THE CHAPTER 31, SECTION 4, SUBD. 1 (OFFICAL ZONING MAP) OF THE CITY CODE PERTAINING TO PROPERTY AT THE SOUTHEAST QUADRANT OFF FREEDOM DRIVE (“MEFFERT PROPERTY”)
13. Resolution 14-2022 A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING AUTHORITY

UNFINISHED BUSINESS

14. 2022 Goals: electronic records for the cemetery, continue to follow a 10-year CIP plan, EDA tasked to look at low-income housing, simplify/correct the City Codes, update the City Comprehensive Plan
Suggestion by Mayor Nagel to add completing the dog park.

NEW BUSINESS

15. Recommendation from Council to fill seat left vacant by Councilmember Craig Buss's resignation
16. Approve/Deny payment to Bolton and Menk for preliminary layout and corresponding estimate for CR 166 extension, not to exceed \$5,000
17. Approve/Deny Off Sale/Sunday Sale Liquor permit to Dietel Inc. (Arlington Liquors)

MISCELLANEOUS BUSINESS

Committee Updates

Open Discussion

ADJOURNMENT

Reminders:

February 10 – Community Center meeting at 5:30 pm

February 10 – Township/Green Isle meeting at 7 pm

February 14 – EDA meeting at 5:30 pm

February 22 – City Council meeting 6:30 pm

*Check Summary Register©

FEBRUARY 2022

Name	Check Date	Check Amt	
10150 Cash			
UnPaid	ABDO	\$7,000.00	2021 AUDIT - PAY #1
UnPaid	ALEX AIR APPARATUS, INC.	\$290.00	FIRE- COMPRESSOR SERVICE CALL
UnPaid	AMAZON CAPITAL SERVICES	\$754.73	JAN- OFFICE SUPPLIES & EQUIP.
UnPaid	ARAMARK	\$327.82	JAN. MAT RENTAL & LINENS
UnPaid	ARLINGTON AUTO & FARM SUP	\$1,079.51	JAN- VEHICLE PARTS & FLUID
UnPaid	ARLINGTON STATE BANK	\$32.00	2022 SAFE DEPOSIT BOX RENT
UnPaid	BERNIE'S FURNITURE	\$2,259.60	AMB- 2 RECLINERS & 2 TWIN BEDS
UnPaid	BOLTON & MENK, INC.	\$9,806.00	ENG- WTP REHAB, VERIZON PROJ.
UnPaid	BOUND TREE MEDICAL, LLC	\$525.75	JAN- AMB. SUPPLIES
UnPaid	CANON FINANCIAL SERVICES, I	\$160.19	JAN- COPIER LEASE (OFFICE & PD)
UnPaid	CENTERPOINT ENERGY	\$4,583.31	DEC- CITY GAS BILLS
UnPaid	CITY OF ARLINGTON	\$9,611.23	CITY UTILITY BILLS - 12/15/21-1/14/22
UnPaid	CORPORATE TECHNOLOGIES, L	\$1,235.00	JAN. PD BACKUP & FEB. CONTRACT
UnPaid	CRYSTEEL	\$1,332.24	PLOW BLADES & JACK
UnPaid	CUSTOM FIRE APPARATUS, INC	\$572.30	FIRE- COMPRESSOR FOR '05 TANKER
UnPaid	DELTA DENTAL OF MINNESOTA	\$70.40	FEB- PED. DENTAL INS. PREMIUM
UnPaid	DEPUTY REGISTRAR	\$192.50	BI-ANNUAL CITY VEHICLE LIC. TABS (10)
UnPaid	EMERGENCY MEDICAL TRAIN. S	\$350.00	AMB- EMT REFRESHER (J.LEMKE)
UnPaid	FRANKLIN PRINTING	\$84.40	MATHWIG AWARD PLAQUE/PLATE
UnPaid	FURTHER	\$230.40	2022 HSA ACCOUNT FEES
UnPaid	GAVIN-JANSSEN-STABENOW-M	\$1,766.31	DEC- PROSECUTION SERVICES
UnPaid	GAYLORD HUB	\$40.00	2022- CITY SUBSCRIPTION
UnPaid	HAGGENMILLER LUMBER/SNO	\$129.71	JAN- AMB. DOOR LOCK, CC TILES
UnPaid	HMS HEALTH LLC	\$776.48	AMB- ANN. EQUIP. PREV. MAINT
UnPaid	JEREMY OLSON	\$1,075.00	BURIALS- D.SCHARPING, M.GODWIN
UnPaid	KLEHR GRADING	\$26,665.75	NOV. GRADING, DEC-JAN. PLOWING
UnPaid	KNUJ	\$161.00	JAN- ARL. TOWN DAY ADS
UnPaid	KRANZ ELECTRIC	\$152.94	CC LIGHT FIXTRUES RE-WIRED
UnPaid	LEAGUE OF MN CITIES	\$250.00	2021 SAFETY TRAINING MTGS
UnPaid	MADISON NATIONAL LIFE INS. C	\$41.00	FEB- DISABILITY INS. PREMIUMS
UnPaid	MATHESON TRI-GAS INC.	\$63.74	JAN- SHOP TANK RENTAL
UnPaid	MAVERICK AUTOMOTIVE	\$1,009.66	JAN- FUEL
UnPaid	MEDIACOM	\$1,094.38	FEB- INTERNET & SOME PHONE SERVICES
UnPaid	MID-AMERICAN RESEARCH CHE	\$2,595.15	PW/PARKS/CC/CEM MATERIALS
UnPaid	MIDWEST PLAYSAPES, INC.	\$5,570.00	4 SEASONS PARK- REPLACEMENT SLIDE
UnPaid	MINNESOTA LIFE	\$38.25	FEB- LIFE INS. PREMIUMS
UnPaid	MINNESOTA VALLEY ELECTRIC	\$18.65	DEC- SPORTSMAN'S PARK ELEC BILL
UnPaid	MJM MEDICAL DIRECTION SERV	\$1,000.00	JAN & FEB- AMB. MED. DIRECTOR FEES
UnPaid	MN DEPT. OF NATURAL RESOU	\$478.78	2021 WATER USE PERMIT FEE
UnPaid	MN DEPT. OF PUBLIC SAFETY	\$200.00	2021- W/WW HAZ. MATERIAL FEES
UnPaid	MN MUNICIPAL POWER AGENC	\$144,084.07	JAN- ENERGY
UnPaid	MN MUNICIPAL UTILITIES ASSN.	\$3,776.00	2022 DUES & DER TEMPLATES
UnPaid	MN PUBLIC FACILITIES AUTHOR	\$11,110.00	FEB- WWTP BOND INT. PMT
UnPaid	MN VALLEY UTILITY SERVICES	\$450.00	DEC- ELEC. ENGINEERING
UnPaid	NELSON GRANITE LIMITED	\$888.50	(2) COLUMBARIUM PLAQUES
UnPaid	PEEPS REPAIR	\$2,174.09	FIRE- TRUCK REPAIRS (3)
UnPaid	PEOPLE SERVICE INC.	\$23,781.00	FEB. W/WW SERVICES, 2021 MAINT. OVRG
UnPaid	PREMIER LOCATING, INC.	\$583.00	DEC- ELEC. LOCATING
UnPaid	RDO EQUIPMENT CO.	\$1,012.46	CHIPPER REPAIRS
UnPaid	RENVILLE SIBLEY SANITATION	\$734.48	JAN- CITY GARBAGE & RECYCLING
UnPaid	RITEWAY	\$239.67	2022- A/P CHECK STOCK
UnPaid	SIBLEY COUNTY DAC	\$58.80	FEB. 1st UB STUFFING
UnPaid	SOUTH CENTRAL COLLEGE	\$3,530.28	FIRE- CPR & 1st RESP. CLASSES
UnPaid	SUMMIT FIRE PROTECTION	\$1,192.00	CC PIPE REPAIR, ALARM INSPECTION

***Check Summary Register©**

FEBRUARY 2022

	Name	Check Date	Check Amt	
UnPaid	THOMES BROTHERS INC.		\$353.45	JAN- MISC CHARGES
UnPaid	U.S. BANK		\$829.51	DEC-JAN- CREDIT CARD CHARGES
UnPaid	U.S. POST OFFICE		\$124.00	STAMPS SUPPLY
UnPaid	VERIZON WIRELESS		\$363.15	FEB- CELL PHONE & TABLET BILLS
UnPaid	VIVID IMAGE		\$77.50	JAN- WEBSITE MAINT.
UnPaid	WM MUELLER & SONS, INC.		\$2,250.00	JAN- SNOW HAULING
UnPaid	Y-NOT PLBG. & HTG		\$224.00	CC WATER FOUNTAIN FILTERS
	Total Checks		\$281,460.14	

Fund Summary

	10150 Cash	
101 General Fund	\$59,218.82	
201 Fire Fund	\$7,444.09	
202 Ambulance Fund	\$7,163.56	
203 Community Center Fund	\$3,530.01	
207 Cemetery Fund	\$2,092.50	
601 Water Fund	\$27,651.74	
602 Sewer Fund	\$675.00	
603 AGI Sewer Fund	\$24,626.72	
604 Electric Fund	\$149,057.70	
	\$281,460.14	

Payments

Current Period: FEBRUARY 2022

Batch Name	02-07-22 PAY	User Dollar Amt	\$281,460.14		
Payments		Computer Dollar Amt	\$281,460.14		
				\$0.00	In Balance
Refer	13623 ABDO EICK & MEYERS LLP				
Cash Payment	E 101-41400-301 Auditing and Acct g Servi	2021 AUDIT - PAY #1			\$7,000.00
Invoice					
Transaction Date	2/4/2022	Cash	10150	Total	\$7,000.00
Refer	13624 ALEX AIR APPARATUS, INC.				
Cash Payment	E 201-42280-485 Gas and Repair Miscella	FIRE- COMPRESSOR SERVICE CALL			\$290.00
Invoice					
Transaction Date	2/4/2022	Cash	10150	Total	\$290.00
Refer	13625 AMAZON BUSINESS				
Cash Payment	E 101-41400-200 Office Supplies	JAN- OFFICE SUPPLIES & EQUIP.			\$255.84
Invoice					
Cash Payment	E 101-41400-503 Computers/Software/We	JAN- OFFICE SUPPLIES & EQUIP.			\$226.86
Invoice					
Cash Payment	E 101-41910-218 Office Expense	JAN- OFFICE SUPPLIES & EQUIP.			\$99.99
Invoice					
Cash Payment	E 101-45500-210 Operating Supplies	JAN- OFFICE SUPPLIES & EQUIP.			\$20.00
Invoice					
Cash Payment	E 202-42153-200 Office Supplies	JAN- OFFICE SUPPLIES & EQUIP.			\$115.06
Invoice					
Cash Payment	E 202-42153-503 Computers/Software/We	JAN- OFFICE SUPPLIES & EQUIP.			\$36.98
Invoice					
Transaction Date	2/4/2022	Cash	10150	Total	\$754.73
Refer	13626 ARAMARK				
Cash Payment	E 101-45500-220 Repair/Maint Supply	JAN. MAT RENTAL & LINENS			\$18.63
Invoice					
Cash Payment	E 203-45000-410 Rentals	JAN. MAT RENTAL & LINENS			\$309.19
Invoice					
Transaction Date	2/4/2022	Cash	10150	Total	\$327.82
Refer	13627 ARLINGTON AUTO & FARM SUPPL				
Cash Payment	E 101-43000-485 Gas and Repair Miscella	JAN- VEHICLE PARTS & FLUID			\$1,079.51
Invoice					
Transaction Date	2/4/2022	Cash	10150	Total	\$1,079.51
Refer	13628 ARLINGTON STATE BANK				
Cash Payment	E 101-41400-433 Dues and Subscriptions	2022 SAFE DEPOSIT BOX RENT			\$32.00
Invoice					
Transaction Date	2/4/2022	Cash	10150	Total	\$32.00
Refer	13629 BERNIES FURNITURE				
Cash Payment	E 202-42153-500 Capital Outlay	AMB- 2 RECLINERS & 2 TWIN BEDS			\$2,259.60
Invoice					
Transaction Date	2/4/2022	Cash	10150	Total	\$2,259.60
Refer	13630 BOLTON & MENK, INC.				
Cash Payment	E 601-49400-500 Capital Outlay	ENG- WTP REHAB, VERIZON PROJ.			\$8,513.50
Invoice					

Payments

Current Period: FEBRUARY 2022

Cash Payment Invoice	E 601-49400-500 Capital Outlay	ENG- WTP REHAB, VERIZON PROJ.		\$942.50
Cash Payment Invoice	E 601-49400-303 Engineering Fees	ENG- WTP REHAB, VERIZON PROJ.		\$350.00
Transaction Date	2/4/2022	Cash	10150	Total \$9,806.00
Refer	13631 BOUND TREE MEDICAL, LLC			
Cash Payment Invoice	E 202-42153-217 Other Operating Supplie	JAN- AMB. SUPPLIES		\$525.75
Transaction Date	2/4/2022	Cash	10150	Total \$525.75
Refer	13632 CANON			
Cash Payment Invoice	E 101-41400-218 Office Expense	JAN- COPIER LEASE (OFFICE & PD)		\$116.19
Cash Payment Invoice	E 101-42110-218 Office Expense	JAN- COPIER LEASE (OFFICE & PD)		\$44.00
Transaction Date	2/4/2022	Cash	10150	Total \$160.19
Refer	13633 CENTERPOINT ENERGY			
Cash Payment Invoice	E 101-41940-383 Gas Utilities	DEC- CITY GAS BILLS		\$693.26
Cash Payment Invoice	E 101-42110-383 Gas Utilities	DEC- CITY GAS BILLS		\$166.69
Cash Payment Invoice	E 101-43000-383 Gas Utilities	DEC- CITY GAS BILLS		\$525.78
Cash Payment Invoice	E 101-45202-383 Gas Utilities	DEC- CITY GAS BILLS		\$152.43
Cash Payment Invoice	E 101-45500-383 Gas Utilities	DEC- CITY GAS BILLS		\$135.31
Cash Payment Invoice	E 201-42280-383 Gas Utilities	DEC- CITY GAS BILLS		\$283.46
Cash Payment Invoice	E 202-42153-383 Gas Utilities	DEC- CITY GAS BILLS		\$250.03
Cash Payment Invoice	E 203-45000-383 Gas Utilities	DEC- CITY GAS BILLS		\$814.74
Cash Payment Invoice	E 601-49400-383 Gas Utilities	DEC- CITY GAS BILLS		\$620.66
Cash Payment Invoice	E 603-49450-383 Gas Utilities	DEC- CITY GAS BILLS		\$922.27
Cash Payment Invoice	E 604-49550-383 Gas Utilities	DEC- CITY GAS BILLS		\$18.68
Transaction Date	2/4/2022	Cash	10150	Total \$4,583.31
Refer	13634 CITY OF ARLINGTON			
Cash Payment Invoice	E 101-41940-381 Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22		\$700.34
Cash Payment Invoice	E 101-42110-381 Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22		\$287.09
Cash Payment Invoice	E 101-43000-381 Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22		\$91.73
Cash Payment Invoice	E 101-43160-381 Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22		\$766.31

Payments

Current Period: FEBRUARY 2022

Cash Payment Invoice	E 101-45202-381	Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22	\$295.28
Cash Payment Invoice	E 101-45500-381	Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22	\$99.86
Cash Payment Invoice	E 201-42280-381	Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22	\$139.18
Cash Payment Invoice	E 202-42153-381	Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22	\$430.64
Cash Payment Invoice	E 203-45000-381	Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22	\$798.85
Cash Payment Invoice	E 601-49400-381	Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22	\$2,596.30
Cash Payment Invoice	E 603-49450-381	Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22	\$800.94
Cash Payment Invoice	E 603-49450-381	Electric & Heat Utilities	CITY UTILITY BILLS - 12/15/21-1/14/22	\$2,604.71
Transaction Date	2/4/2022	Cash	10150	Total \$9,611.23
Refer	13635 CORPORATE TECHNOLOGIES			
Cash Payment Invoice	E 101-41400-218	Office Expense	JAN. PD BACKUP & FEB. CONTRACT	\$1,035.00
Cash Payment Invoice	E 101-42110-218	Office Expense	JAN. PD BACKUP & FEB. CONTRACT	\$200.00
Transaction Date	2/4/2022	Cash	10150	Total \$1,235.00
Refer	13636 CRYSTEEL			
Cash Payment Invoice	E 101-43000-485	Gas and Repair Miscella	PLOW BLADES & JACK	\$1,332.24
Transaction Date	2/4/2022	Cash	10150	Total \$1,332.24
Refer	13637 CUSTOM FIRE APPARATUS, INC.			
Cash Payment Invoice	E 201-42280-485	Gas and Repair Miscella	FIRE- COMPRESSOR FOR '05 TANKER	\$572.30
Transaction Date	2/4/2022	Cash	10150	Total \$572.30
Refer	13638 DELTA DENTAL OF MINNESOTA			
Cash Payment Invoice	G 101-21711	Health Ins. Premium	FEB- PED. DENTAL INS. PREMIUM	\$28.16
Cash Payment Invoice	E 202-42153-131	Employer Paid Health/Lif	FEB- PED. DENTAL INS. PREMIUM	\$42.24
Transaction Date	2/4/2022	Cash	10150	Total \$70.40
Refer	13639 DEPUTY REGISTRAR			
Cash Payment Invoice	E 101-41400-485	Gas and Repair Miscella	BI-ANNUAL CITY VEHICLE LIC. TABS (10)	\$19.25
Cash Payment Invoice	E 101-43000-485	Gas and Repair Miscella	BI-ANNUAL CITY VEHICLE LIC. TABS (10)	\$173.25
Transaction Date	2/4/2022	Cash	10150	Total \$192.50
Refer	13640 EMERGENCY MEDICAL TRAIN. SP			
Cash Payment Invoice	E 202-42153-208	Training and Instruction	AMB- EMT REFRESHER (J.LEMKE)	\$350.00
Transaction Date	2/4/2022	Cash	10150	Total \$350.00

Payments

Current Period: FEBRUARY 2022

Refer 13641 FRANKLIN PRINTING					
Cash Payment Invoice	E 101-41400-430 Miscellaneous	MATHWIG AWARD PLAQUE/PLATE			\$84.40
Transaction Date	2/4/2022	Cash	10150	Total	\$84.40
Refer 13642 FURTHER					
Cash Payment Invoice	E 101-41400-131 Employer Paid Health/Lif	2022 HSA ACCOUNT FEES			\$21.60
Cash Payment Invoice	E 101-41910-131 Employer Paid Health/Lif	2022 HSA ACCOUNT FEES			\$21.60
Cash Payment Invoice	E 101-42110-131 Employer Paid Health/Lif	2022 HSA ACCOUNT FEES			\$28.80
Cash Payment Invoice	E 101-43000-131 Employer Paid Health/Lif	2022 HSA ACCOUNT FEES			\$57.60
Cash Payment Invoice	E 101-46500-131 Employer Paid Health/Lif	2022 HSA ACCOUNT FEES			\$7.20
Cash Payment Invoice	E 202-42153-131 Employer Paid Health/Lif	2022 HSA ACCOUNT FEES			\$57.60
Cash Payment Invoice	E 203-45000-131 Employer Paid Health/Lif	2022 HSA ACCOUNT FEES			\$7.20
Cash Payment Invoice	E 604-49550-131 Employer Paid Health/Lif	2022 HSA ACCOUNT FEES			\$28.80
Transaction Date	2/4/2022	Cash	10150	Total	\$230.40
Refer 13643 GAVIN-JANSSEN-STABENOW-MOL					
Cash Payment Invoice	E 101-42110-304 Legal Fees	DEC- PROSECUTION SERVICES			\$1,766.31
Transaction Date	2/4/2022	Cash	10150	Total	\$1,766.31
Refer 13644 GAYLORD HUB					
Cash Payment Invoice	E 101-41400-433 Dues and Subscriptions	2022- CITY SUBSCRIPTION			\$40.00
Transaction Date	2/4/2022	Cash	10150	Total	\$40.00
Refer 13645 HAGGENMILLER LUMBER/SNOW					
Cash Payment Invoice	E 202-42153-401 Repairs/Maint Buildings	JAN- AMB. DOOR LOCK, CC TILES			\$61.36
Cash Payment Invoice	E 203-45000-406 Repairs, Supplies & Oth	JAN- AMB. DOOR LOCK, CC TILES			\$68.35
Transaction Date	2/4/2022	Cash	10150	Total	\$129.71
Refer 13646 HMS HEALTH					
Cash Payment Invoice	E 202-42153-217 Other Operating Supplie	AMB- ANN. EQUIP. PREV. MAINT			\$776.48
Transaction Date	2/4/2022	Cash	10150	Total	\$776.48
Refer 13647 JEREMY OLSON					
Cash Payment Invoice	E 207-49990-300 Professional Srvs	BURIALS- D.SCHARPING, M.GODWIN			\$550.00
Cash Payment Invoice	E 207-49990-300 Professional Srvs	BURIALS- D.SCHARPING, M.GODWIN			\$525.00
Transaction Date	2/4/2022	Cash	10150	Total	\$1,075.00
Refer 13648 KLEHR GRADING					

Payments

Current Period: FEBRUARY 2022

Cash Payment Invoice	E 101-43000-487 Grading Streets/Alleys	NOV. GRADING, DEC-JAN. PLOWING		\$460.00
Cash Payment Invoice	E 101-43000-486 Snow Removal	NOV. GRADING, DEC-JAN. PLOWING		\$16,958.75
Cash Payment Invoice	E 101-43000-486 Snow Removal	NOV. GRADING, DEC-JAN. PLOWING		\$9,247.00
Transaction Date	2/4/2022	Cash	10150	Total \$26,665.75
Refer	13649 <i>KNUJ</i>			
Cash Payment Invoice	E 101-41400-340 Advertising	JAN- ARL. TOWN DAY ADS		\$161.00
Transaction Date	2/4/2022	Cash	10150	Total \$161.00
Refer	13650 <i>KRANZ ELECTRIC</i>			
Cash Payment Invoice	E 101-41940-220 Repair/Maint Supply	CC LIGHT FIXTRUES RE-WIRED		\$152.94
Transaction Date	2/4/2022	Cash	10150	Total \$152.94
Refer	13651 <i>LEAGUE OF MN CITIES</i>			
Cash Payment Invoice	E 101-43000-396 Safety Program & Equip	2021 SAFETY TRAINING MTGS		\$250.00
Transaction Date	2/4/2022	Cash	10150	Total \$250.00
Refer	13652 <i>MADISON NATIONAL LIFE</i>			
Cash Payment Invoice	E 101-41400-131 Employer Paid Health/Lif	FEB- DISABILITY INS. PREMIUMS		\$3.08
Cash Payment Invoice	E 101-41910-131 Employer Paid Health/Lif	FEB- DISABILITY INS. PREMIUMS		\$3.08
Cash Payment Invoice	E 101-42110-131 Employer Paid Health/Lif	FEB- DISABILITY INS. PREMIUMS		\$12.30
Cash Payment Invoice	E 101-43000-131 Employer Paid Health/Lif	FEB- DISABILITY INS. PREMIUMS		\$8.20
Cash Payment Invoice	E 101-46500-131 Employer Paid Health/Lif	FEB- DISABILITY INS. PREMIUMS		\$1.02
Cash Payment Invoice	E 202-42153-131 Employer Paid Health/Lif	FEB- DISABILITY INS. PREMIUMS		\$8.20
Cash Payment Invoice	E 203-45000-131 Employer Paid Health/Lif	FEB- DISABILITY INS. PREMIUMS		\$1.02
Cash Payment Invoice	E 604-49550-131 Employer Paid Health/Lif	FEB- DISABILITY INS. PREMIUMS		\$4.10
Transaction Date	2/4/2022	Cash	10150	Total \$41.00
Refer	13653 <i>MATHESON TRI-GAS</i>			
Cash Payment Invoice	E 101-43000-210 Operating Supplies	JAN- SHOP TANK RENTAL		\$63.74
Transaction Date	2/4/2022	Cash	10150	Total \$63.74
Refer	13654 <i>MAVERICK AUTOMOTIVE</i>			
Cash Payment Invoice	E 101-41400-485 Gas and Repair Miscella	JAN- FUEL		\$18.75
Cash Payment Invoice	E 101-43000-485 Gas and Repair Miscella	JAN- FUEL		\$335.60
Cash Payment Invoice	E 201-42280-485 Gas and Repair Miscella	JAN- FUEL		\$320.52

Payments

Current Period: FEBRUARY 2022

Cash Payment Invoice	E 202-42153-485 Gas and Repair Miscella	JAN- FUEL			\$334.79
Transaction Date	2/4/2022	Cash	10150	Total	\$1,009.66
Refer	13655 <i>MEDIACOM</i>				
Cash Payment Invoice	E 101-41400-321 Telephone	FEB- INTERNET & SOME PHONE SERVICES			\$339.54
Cash Payment Invoice	E 101-42110-321 Telephone	FEB- INTERNET & SOME PHONE SERVICES			\$246.90
Cash Payment Invoice	E 101-43000-321 Telephone	FEB- INTERNET & SOME PHONE SERVICES			\$116.90
Cash Payment Invoice	E 101-45500-321 Telephone	FEB- INTERNET & SOME PHONE SERVICES			\$47.07
Cash Payment Invoice	E 201-42280-321 Telephone	FEB- INTERNET & SOME PHONE SERVICES			\$122.07
Cash Payment Invoice	E 202-42153-321 Telephone	FEB- INTERNET & SOME PHONE SERVICES			\$221.90
Transaction Date	2/4/2022	Cash	10150	Total	\$1,094.38
Refer	13656 <i>MID-AMERICAN RESEARCH CHEM</i>				
Cash Payment Invoice	E 101-43000-210 Operating Supplies	PW/PARKS/CC/CEM MATERIALS			\$737.00
Cash Payment Invoice	E 101-45202-220 Repair/Maint Supply	PW/PARKS/CC/CEM MATERIALS			\$1,710.00
Cash Payment Invoice	E 203-45000-210 Operating Supplies	PW/PARKS/CC/CEM MATERIALS			\$19.15
Cash Payment Invoice	E 207-49990-406 Repairs, Supplies & Oth	PW/PARKS/CC/CEM MATERIALS			\$129.00
Transaction Date	2/4/2022	Cash	10150	Total	\$2,595.15
Refer	13657 <i>MIDWEST PLAYSAPES, INC.</i>				
Cash Payment Invoice	E 101-45202-500 Capital Outlay	4 SEASONS PARK- REPLACEMENT SLIDE			\$5,570.00
Transaction Date	2/4/2022	Cash	10150	Total	\$5,570.00
Refer	13658 <i>MINNESOTA LIFE</i>				
Cash Payment Invoice	E 101-41400-131 Employer Paid Health/Lif	FEB- LIFE INS. PREMIUMS			\$3.19
Cash Payment Invoice	E 101-41910-131 Employer Paid Health/Lif	FEB- LIFE INS. PREMIUMS			\$3.19
Cash Payment Invoice	E 101-42110-131 Employer Paid Health/Lif	FEB- LIFE INS. PREMIUMS			\$12.75
Cash Payment Invoice	E 101-43000-131 Employer Paid Health/Lif	FEB- LIFE INS. PREMIUMS			\$8.50
Cash Payment Invoice	E 101-46500-131 Employer Paid Health/Lif	FEB- LIFE INS. PREMIUMS			\$1.06
Cash Payment Invoice	E 202-42153-131 Employer Paid Health/Lif	FEB- LIFE INS. PREMIUMS			\$4.25
Cash Payment Invoice	E 203-45000-131 Employer Paid Health/Lif	FEB- LIFE INS. PREMIUMS			\$1.06
Cash Payment Invoice	E 604-49550-131 Employer Paid Health/Lif	FEB- LIFE INS. PREMIUMS			\$4.25
Transaction Date	2/4/2022	Cash	10150	Total	\$38.25

Payments

Current Period: FEBRUARY 2022

Refer	13659 MINNESOTA VALLEY ELECTRIC C			
Cash Payment Invoice	E 101-45202-381 Electric & Heat Utilities	DEC- SPORTSMAN'S PARK ELEC BILL		\$18.65
Transaction Date	2/4/2022	Cash	10150	Total \$18.65
Refer	13660 MJM MEDICAL DIRECTION SERVIC			
Cash Payment Invoice	E 202-42153-300 Professional Srvs	JAN & FEB- AMB. MED. DIRECTOR FEES		\$500.00
Cash Payment Invoice	E 202-42153-300 Professional Srvs	JAN & FEB- AMB. MED. DIRECTOR FEES		\$500.00
Transaction Date	2/4/2022	Cash	10150	Total \$1,000.00
Refer	13661 MN DEPT. OF NATURAL RESOURC			
Cash Payment Invoice	E 601-49400-170 Permits and Licenses	2021 WATER USE PERMIT FEE		\$478.78
Transaction Date	2/4/2022	Cash	10150	Total \$478.78
Refer	13662 MN DEPT. OF PUBLIC SAFETY			
Cash Payment Invoice	E 601-49400-170 Permits and Licenses	2021- W/WW HAZ. MATERIAL FEES		\$100.00
Cash Payment Invoice	E 603-49450-170 Permits and Licenses	2021- W/WW HAZ. MATERIAL FEES		\$100.00
Transaction Date	2/4/2022	Cash	10150	Total \$200.00
Refer	13663 MN MUNI. POWER AGENCY			
Cash Payment Invoice	E 604-49550-389 Electric Energy Purchas	JAN- ENERGY		\$144,084.07
Transaction Date	2/4/2022	Cash	10150	Total \$144,084.07
Refer	13664 MN MUNICIPAL UTILITIES ASSN.			
Cash Payment Invoice	E 604-49550-300 Professional Srvs	2022 DUES & DER TEMPLATES		\$300.00
Cash Payment Invoice	E 604-49550-433 Dues and Subscriptions	2022 DUES & DER TEMPLATES		\$3,476.00
Transaction Date	2/4/2022	Cash	10150	Total \$3,776.00
Refer	13665 MN PUBLIC FACILITIES AUTHORIT			
Cash Payment Invoice	E 603-47000-611 Bond Interest	FEB- WWTP BOND INT. PMT		\$11,110.00
Transaction Date	2/4/2022	Cash	10150	Total \$11,110.00
Refer	13666 MN VALLEY UTILITY SERVICES			
Cash Payment Invoice	E 604-49550-303 Engineering Fees	DEC- ELEC. ENGINEERING		\$450.00
Transaction Date	2/4/2022	Cash	10150	Total \$450.00
Refer	13667 NELSON GRANITE LIMITED			
Cash Payment Invoice	E 207-49990-733 Reimbursible Expense	(2) COLUMBARIUM PLAQUES		\$444.25
Cash Payment Invoice	E 207-49990-733 Reimbursible Expense	(2) COLUMBARIUM PLAQUES		\$444.25
Transaction Date	2/4/2022	Cash	10150	Total \$888.50
Refer	13668 PEEPS REPAIR			

Payments

Current Period: FEBRUARY 2022

Cash Payment Invoice	E 201-42280-485 Gas and Repair Miscella	FIRE- TRUCK REPAIRS (3)		\$2,174.09
Transaction Date	2/4/2022	Cash	10150	Total \$2,174.09
Refer	13669 PEOPLE SERVICE, INC.			
Cash Payment Invoice	E 601-49400-180 Operator Contract	FEB. W/WW SERVICES, 2021 MAINT. OVRGE		\$10,075.00
Cash Payment Invoice	E 602-49450-180 Operator Contract	FEB. W/WW SERVICES, 2021 MAINT. OVRGE		\$675.00
Cash Payment Invoice	E 603-49450-180 Operator Contract	FEB. W/WW SERVICES, 2021 MAINT. OVRGE		\$12,135.00
Cash Payment Invoice	E 603-49450-392 Testing	FEB. W/WW SERVICES, 2021 MAINT. OVRGE		\$185.00
Cash Payment Invoice	E 601-49400-636 Supplies & Repairs	FEB. W/WW SERVICES, 2021 MAINT. OVRGE		\$3,975.00
Cash Payment Invoice	E 603-49450-636 Supplies & Repairs	FEB. W/WW SERVICES, 2021 MAINT. OVRGE		-\$3,264.00
Transaction Date	2/4/2022	Cash	10150	Total \$23,781.00
Refer	13670 PREMIER LOCATING, INC.			
Cash Payment Invoice	E 604-49550-637 Service Locations	DEC- ELEC. LOCATING		\$583.00
Transaction Date	2/4/2022	Cash	10150	Total \$583.00
Refer	13671 RDO EQUIPMENT CO.			
Cash Payment Invoice	E 101-43000-485 Gas and Repair Miscella	CHIPPER REPAIRS		\$1,012.46
Transaction Date	2/4/2022	Cash	10150	Total \$1,012.46
Refer	13672 RENVILLE SIBLEY SANITATION			
Cash Payment Invoice	E 101-41940-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$8.00
Cash Payment Invoice	E 101-42110-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$7.10
Cash Payment Invoice	E 101-43000-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$39.78
Cash Payment Invoice	E 101-43000-385 Recycling	JAN- CITY GARBAGE & RECYCLING		\$528.00
Cash Payment Invoice	E 101-45202-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$32.80
Cash Payment Invoice	E 101-45500-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$12.30
Cash Payment Invoice	E 201-42280-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$8.80
Cash Payment Invoice	E 202-42153-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$5.40
Cash Payment Invoice	E 203-45000-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$59.50
Cash Payment Invoice	E 603-49450-384 Refuse/Garbage Dispos	JAN- CITY GARBAGE & RECYCLING		\$32.80
Transaction Date	2/4/2022	Cash	10150	Total \$734.48
Refer	13673 RITEWAY			

ARLINGTON, MN

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Payments

Current Period: FEBRUARY 2022

Cash Payment Invoice	E 101-41400-218 Office Expense	2022- A/P CHECK STOCK		\$239.67
Transaction Date	2/4/2022	Cash	10150	Total \$239.67
Refer	13674 SIBLEY COUNTY DAC			
Cash Payment Invoice	E 604-49550-218 Office Expense	FEB. 1st UB STUFFING		\$58.80
Transaction Date	2/4/2022	Cash	10150	Total \$58.80
Refer	13675 SOUTH CENTRAL COLLEGE			
Cash Payment Invoice	E 201-42280-208 Training and Instruction	FIRE- CPR & 1st RESP. CLASSES		\$3,530.28
Transaction Date	2/4/2022	Cash	10150	Total \$3,530.28
Refer	13676 SUMMIT FIRE PROTECTION			
Cash Payment Invoice	E 203-45000-401 Repairs/Maint Buildings	CC PIPE REPAIR, ALARM INSPECTION		\$720.00
Cash Payment Invoice	E 203-45000-396 Safety Program & Equip	CC PIPE REPAIR, ALARM INSPECTION		\$472.00
Transaction Date	2/4/2022	Cash	10150	Total \$1,192.00
Refer	13677 THOMES BROTHERS HARDWARE			
Cash Payment Invoice	E 101-41400-218 Office Expense	JAN- MISC CHARGES		\$7.99
Cash Payment Invoice	E 101-43000-210 Operating Supplies	JAN- MISC CHARGES		\$28.24
Cash Payment Invoice	E 101-43000-486 Snow Removal	JAN- MISC CHARGES		\$79.95
Cash Payment Invoice	E 101-45500-210 Operating Supplies	JAN- MISC CHARGES		\$30.02
Cash Payment Invoice	E 201-42280-210 Operating Supplies	JAN- MISC CHARGES		\$3.39
Cash Payment Invoice	E 202-42153-217 Other Operating Supplie	JAN- MISC CHARGES		\$13.97
Cash Payment Invoice	E 202-42153-217 Other Operating Supplie	JAN- MISC CHARGES		\$34.95
Cash Payment Invoice	E 202-42153-381 Electric & Heat Utilities	JAN- MISC CHARGES		\$119.99
Cash Payment Invoice	E 203-45000-210 Operating Supplies	JAN- MISC CHARGES		\$34.95
Transaction Date	2/4/2022	Cash	10150	Total \$353.45
Refer	13678 U.S. BANK - CREDIT CARD			
Cash Payment Invoice	E 101-41400-321 Telephone	DEC-JAN- CREDIT CARD CHARGES		\$32.04
Cash Payment Invoice	E 101-41400-340 Advertising	DEC-JAN- CREDIT CARD CHARGES		\$232.00
Cash Payment Invoice	E 101-42110-503 Computers/Software/We	DEC-JAN- CREDIT CARD CHARGES		\$10.68
Cash Payment Invoice	E 101-43000-485 Gas and Repair Miscella	DEC-JAN- CREDIT CARD CHARGES		\$186.06
Cash Payment Invoice	E 202-42153-217 Other Operating Supplie	DEC-JAN- CREDIT CARD CHARGES		\$103.98

Payments

Current Period: FEBRUARY 2022

Cash Payment Invoice	E 202-42153-417 Uniforms/Outerwear	DEC-JAN- CREDIT CARD CHARGES		\$164.99
Cash Payment Invoice	E 202-42153-430 Miscellaneous	DEC-JAN- CREDIT CARD CHARGES		\$99.76
Transaction Date	2/4/2022	Cash	10150	Total \$829.51
Refer	13679 U.S. POST OFFICE			
Cash Payment Invoice	E 101-41400-322 Postage	STAMPS SUPPLY		\$124.00
Transaction Date	2/4/2022	Cash	10150	Total \$124.00
Refer	13680 VERIZON WIRELESS			
Cash Payment Invoice	E 101-42110-321 Telephone	FEB- CELL PHONE & TABLET BILLS		\$167.51
Cash Payment Invoice	E 202-42153-321 Telephone	FEB- CELL PHONE & TABLET BILLS		\$145.64
Cash Payment Invoice	E 604-49550-321 Telephone	FEB- CELL PHONE & TABLET BILLS		\$50.00
Transaction Date	2/4/2022	Cash	10150	Total \$363.15
Refer	13681 VIVID IMAGE			
Cash Payment Invoice	E 101-41400-503 Computers/Software/We	JAN- WEBSITE MAINT.		\$77.50
Transaction Date	2/4/2022	Cash	10150	Total \$77.50
Refer	13682 WM MUELLER & SONS, INC.			
Cash Payment Invoice	E 101-43000-486 Snow Removal	JAN- SNOW HAULING		\$2,250.00
Transaction Date	2/4/2022	Cash	10150	Total \$2,250.00
Refer	13683 Y-NOT PLBG. & HTG			
Cash Payment Invoice	E 203-45000-210 Operating Supplies	CC WATER FOUNTAIN FILTERS		\$224.00
Transaction Date	2/4/2022	Cash	10150	Total \$224.00

Fund Summary

	10150 Cash
101 General Fund	\$59,218.82
201 Fire Fund	\$7,444.09
202 Ambulance Fund	\$7,163.56
203 Community Center Fund	\$3,530.01
207 Cemetery Fund	\$2,092.50
601 Water Fund	\$27,651.74
602 Sewer Fund	\$675.00
603 AGI Sewer Fund	\$24,626.72
604 Electric Fund	\$149,057.70
	\$281,460.14

Pre-Written Check	\$0.00
Checks to be Generated by the Computer	\$281,460.14
Total	\$281,460.14



**ARLINGTON CITY COUNCIL
COUNCIL SPECIAL WORKSHOP MEETING MINUTES
JANUARY 18, 2022 AT 5:30 PM
COMMUNITY CENTER**

1. Call meeting to order and roll call – Meeting was called to order at 5:30 pm by Mayor Nagel
Present: Rich Nagel, Joe Morgan, Michelle Battcher, Matt Scharpe
Absent: John Thomes
Staff present: City Administrator Amy Newsom, Zoning Administrator Phil Mangis
Guests present: Christina Litfin, Roberta Zaske, John Zaske, Elizabeth Niebuhr, Terri Schuette

2. Approve Special Meeting Agenda – Motion by Scharpe to approve the workshop agenda, seconded by Morgan. Motion carried.

3. Interview Council Candidates – Council interviewed the following candidates:

5:30 pm - Christina Litfin

5:50 pm - Thomas Hatlestad

6:10 pm - David Meyer

4. Discussion – Councilmember Morgan suggested assigning a 1-5 score for each question to rank the applicants. Council will make a recommendation at the next council meeting.

ADJOURNMENT

Motion by Morgan to adjourn the meeting at 6:17 pm, seconded by Scharpe. Motion carried.

City Administrator Amy Newsom

Mayor Richard Nagel



**ARLINGTON CITY COUNCIL
MEETING MINUTES
JANUARY 18, 2022 AT 6:30 PM
COUNCIL CHAMBERS**

The City Council is provided background information for agenda items in advance by city staff, committees, and boards. Many decisions regarding agenda items are based upon this information, as well as: City policy and practices, input from constituents, questions or information that has not yet been presented or discussed regarding an agenda item. If you have a concern or question, please ask to be recognized by the Mayor during the "Citizens addressing the Council" portion of the agenda—state your name and address for the record. Please keep comments under 5 minutes. Individuals wishing to speak for more than five minutes should ask to be included on the agenda in advance. All comments are appreciated, but please refrain from personal or derogatory attacks on individual

Masks are required at City Hall.

1. Call Meeting to Order and Pledge of Allegiance – Meeting was called to order at 6:30 by Mayor Nagel.
2. Roll Call
Present: John Thomes, Joe Morgan, Rich Nagel, Michelle Battcher by RingCentral, Matt Scharpe
Staff present: City Administrator Amy Newsom, Zoning Administrator Phil Mangis, Fire Chief John Zaske, Jeff Otto, Doug Mackenthun, Howard Grey, Jennifer Otto, Tom Pomplun, Attorney Ross Arneson
Guests present: Teresa Sandelli, Julie Ehlers, Emerson Brady and Ron Meier – McLeod
Cooperative Power Association, Terri Schuette, County Commissioner Christian Lilienthal, County Assessor Marilee Peterson
3. Approve the Agenda and any Agenda Additions – Newsom requested to add 2 items to the agenda including the hiring of Hattie Jenkins as an EMT with the Arlington Area Ambulance Service, Accept DNR EAB grant in the amount of \$26,042.44. Newsom also stated that Fire Chief Zaske has a personnel question that he wanted to discuss with Council which Newsom stated that he should discuss with her as City Administrator. Newsom also requested that Zaske stop telling people that the City Administrator is behind the alcohol policy change as the direction is coming from LMC. Zaske stated that he cannot control his firefighters.
Motion by Scharpe to approve the agenda as amended. Motion by Scharpe to approve the agenda as amended, seconded by Thomes. Motion carried.

CONSENT AGENDA

The items listed for consideration will be enacted by one motion unless the Mayor, a member of the City Council, City Staff or a person in attendance requests an item to be removed from the Agenda.

Motion by Morgan to approve the following consent agenda items:

4. Approval of Consent Agenda
 - A) Approval of Bills
 - B) January 3, 2022 City Council minutes

- C) January 10, 2022 Special City Council minutes
- D) Approve hiring of Breanna Bardwell as .8 FTE EMT with the Arlington Area Ambulance Service
- E) **Approve hiring of Hattie Jenkins as an EMT with Arlington Area Ambulance Service**
- F) **Accept DNR EAB grant in the amount of \$26,042.44**
Seconded by Thomes. Motion carried.

PETITIONS, REQUESTS, & COMMUNICATIONS

- 5. Addressing the Council – Fire Chief Zaske asked about hiring the vacant training officer position. Newsom stated that this is something that Zaske should have talked to her about. Councilmember Morgan said it should be advertised internally.
- 6. Announcements - none
- 7. Communications – Newsom presented the following MMPA communications, no comments from Council.
 - A) MMPA Board Meeting Public Summary – December 2021
 - B) MMPA Energy Adjustment Clause for January 2022

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

- 8. Police Department Report – Newsom presented the Police Department Reports. Mayor Nagel asked about the decrease in apartment checks, park checks, business checks, etc. Comment was made that past Chief may have stopped doing ICR’s on those things to only keep track of the larger incidents.
 - A) December Report
 - B) 2021 Reports
- 9. December EDA Report – EDA Director Amy Newsom – Newsom presented information of the EDA goal of the expansion of CR 166.
- 10. December P&Z/CC Report – P&Z Administrator Phil Mangis III – Mangis stated that he did not have many bookings in the community center in January, but some were coming up in February. He has been working on simplifying the City Zoning Code. Council requested to also look at the other City Codes.

ORDINANCES & RESOLUTIONS

- 11. Resolution 13-2022 A RESOLUTION APPROVING THE APPLICATION FOR A LAWFUL GAMBLING PERMIT FOR PHEASANTS FOREVER
Motion by Morgan to approve Resolution 13-2022, seconded by Thomes. Motion carried. Morgan, Thomes, Battcher, Scharpe voted in favor. None against. None abstained. None absent.

UNFINISHED BUSINESS

NEW BUSINESS

12. Approve/Deny 2022 Schedule of Charges with McLeod Coop Power Assn (Effective February 1, 2022) – CEO Ron Meier
Motion by Battcher to approve the 2022 Schedule of Charges with McLeod Coop Power Assn.
Motion carried.
13. Discussion on Sibley County Library System – County Commissioner Christian Lilienthal and County Auditor/Treasurer Marilee Peterson
Christian Lilienthal and Marilee Peterson discussed some of the issues and possible changes with the library system. There will be a meeting regarding the library on January 26 in Gaylord. Administrator Newsom and possibly Councilmember Joe Morgan will attend the meeting.
14. Discussion on Redistricting of Commissioner Districts – County Auditor/Treasurer Marilee Peterson
Peterson reviewed the options for redistricting. City Attorney Ross Arneson asked if the County has asked for a waiver if the current districts have been working. Lilienthal stated that not all of the Commissioners like the current districts and would like to look at redistricting. Peterson presented 3 options and stated that the Council could make a recommendation to the County Board.
15. 2022 Goals- Council discussed some ideas for 2022 goals including: electronic records for the cemetery, continue to follow a 10-year CIP plan, EDA tasked to look at low-income housing, simplify/correct the City Codes, update the City Comprehensive Plan.

MISCELLANEOUS BUSINESS

Committee Updates - none

Open Discussion - none

ADJOURNMENT

City Administrator Amy Newsom

Mayor Richard Nagel

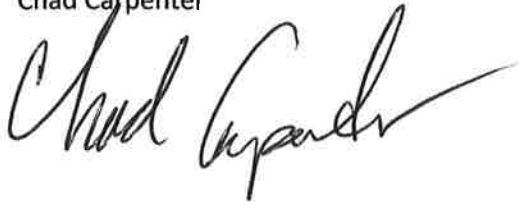
Arlington Fire Department

Arlington MN

As of January 18, 2022

I'm giving my Notice that I will be retiring from the department. Thanks for the great last 20 years I wish the whole department nothing but the best in the future.

Chad Carpenter

A handwritten signature in black ink that reads "Chad Carpenter". The signature is written in a cursive style with a long, sweeping underline.

AS OF 1-26-22, I WILL BE
RETIRED FROM ARLINGTON FIRE DEPARTMENT.
IT HAS BEEN AN HONOR SERVING WITH YOU
GUYS.

COREY CARPENTER
Corey Carpenter

Keith Dressen
404 W Brooks St
Arlington MN

Chief John Zaske
Arlington Fire Dept.

Dear Chief Zaske

Please accept this letter as formal notification of my retirement from the Arlington fire department as of February 1st. 2022

I would like to thank you all for the great opportunities and experiences I have had over the last 27 years. I will miss the crew , and hope to keep in touch in the future.

All the best to the Arlington fire department.

Keith Dressen.

2/1/2022

A handwritten signature in black ink, appearing to read 'Keith Dressen', with a long horizontal line extending to the right.

Arlington Fire Department
Alden Street
Arlington, MN 55307

Attn: Arlington Fire Department

Fellow Firefighters,

I would like to Thank past and present Township Board Members, past and present Mayor's, past and present Council Members and past Administrators. It has been an honor and privilege to serve you. To my fellow Firefighters, Thanks for the memories and friendships. I will never forget all the adventures. They say being a Firefighter is a brotherhood, until you become a Firefighter for awhile you don't understand what this means. One thing for sure with Firefighters they agree to disagree, but in the end they always do what is right for the Department and Community. The community should be proud of there Firefighters. Not many people are willing to leave there families at any given moment or weather condition to help others. I want to THANK each and every current and retired Firefighter. I will cherish your friendships forever. When you join an organization you hope you make a difference. I can honestly say I gave a 110%. with the hundreds of thousands of dollars I was able to get the Fire Department in grants. We were able to update and add equipment to keep everyone safe while saving tax payer money. It has been honor and privilege to serve with you and be your Chief. After 30 plus years I will be retiring from the Fire Department. My last acting day as your Chief will be February 2, 2022.



John Zaske
Arlington Fire Chief



CEMETERY COMMITTEE
 MEETING AGENDA-MINUTES
 January 24, 2022 AT 6:00 PM
 ARLINGTON COMMUNITY CENTER

1. Call meeting to order at 6:00 PM- meeting was called to order at 6:08pm

COMMITTEE MEMBERS	ATTENDANCE	OTHERS IN ATTENDANCE
Lyle Rud	X	Phil Mangis-City Staff
Marge Erickson	X	Rich Nagel-Mayor
Jeanne Bearson	X	
Morris Mesenbring	X	
Dan Hislop	X	

2. Pledge of Allegiance

3. Election of Officers

- I. Chair- Erickson made a motion to make the Chair the selected Council member, seconded by Hislop, Motion carried.
- II. Vice Chair-Hislop made a motion to selected Lyle Rud as Vice Chair, seconded by Mesenbring, Motion carried.
- III. Secretary- Mesenbring made a motion to selected Amy Newsom as Secretary, seconded by Erickson, Motion was carried.

4. Approve agenda- Phil Mangis requested that the Committee add the minutes of the last meeting to the agenda and move the Review 2022 Budget and year to date spending to next meeting. Motion made by Erickson to approve the agenda with the updates, seconded by Hislop, Motion carried.

5. Approve of Minutes

a. October 25, 2021- The Mayor had a question concerning the last meetings minutes and was wondering why the rates were raised to the prices stated. Rud stated that this was what the Committee had discussed raising the rate to what where suggest by the previous Chair. The reasoning behind the decision was help correct and balance the raising cost of cemetery burials.

5. Review 2022 Budget and year to date spending- moved to next meeting

6. Discussion on cemetery software/volunteering- Erickson and Hislop are interested in helping to upload Cemetery records to the Cemetery software that is selected. The Committee also stressed they would like to know more information of the matter when it comes to what kind of software that is going to be used.

7. Open Discussion-none

8. Adjourn- Rud made a motion to adjourn the meeting at 6:31pm and was seconded by Erickson, Motion carried.



PARKS COMMITTEE

Meeting Agenda-Minutes

January 24th, 2022 at 7:00 PM

Arlington Community Center — Council Chambers

1. Call to Order- meeting was called to order at 7:00pm

COMMITTEE MEMBERS	ATTENDANCE	OTHERS IN ATTENDANCE
Al Ihrke	X	Phil Mangis-City Staff
Bob Thomes	X	Rich Nagel-Mayor
Karan Pichhelmann	X	
Jerry Ebersviller		
Gary Hultgren		
Mike Christeson	X	
Joe Morgan	X	

2. Pledge of Allegiance
3. Election of Officers
 - a. Chairperson- Alan Ihrke was nominated to be Chairperson, motion by Pichhelmann, seconded by Thomes, Motion carried.
 - b. Vice Chairperson-Bob Thomes was nominated to be Vice Chairperson, motion by Ihrke, seconded by Christeson, Motion carried.
 - c. Secretary-Phil Mangis was nominated for Secetary, motion by Pichhelmann, seconded by Ihrke, Motion carried.
4. Approve Agenda-Motion by Thomes to approve agenda, seconded by Pichhelmann, Motion carried.
5. Approve the Minutes
 - a. July 26th, 2021-Motion by Pichhelmann to approve last meeting minutes, seconded by Christeson, Motion carried.
6. Discussion on adding Pickle Ball to the CIP

The Committee would like for Phil Mangis to create a survey and send it out to the town to see if people are interested in having a pickle ball court and talk with public works to see if there are any good areas to put a pickle ball court in town. The Committee wants to focus on fixing the Basketball courts. They request that Phil Mangis look to see if there are any grants available to help with funding to fix the courts. They suggested looking to see if the Minnesota Timber Wolves and Lynx's, Glen Taylor, Us Basketball and Play Ball Minnesota have any funding available. The Committee would also like to move the volleyball court at Four Seasons Park to replace one of the basketball courts are. The Committee would like for Phil Mangis to create a map showing a layout of what the scope of work would look like.

7. Open Discussion
8. Adjournment- motion by Pichhelmann to adjourn the meeting at 7:42pm seconded by Thomes, Motion carried.



Arlington Area Ambulance Service

Non Transport Customer Service Questionnaire

Please take a few moments to evaluate the services which the Arlington Area Ambulance service provided to you. Your feedback will help us in our effort to continually improve our ambulance service. *All information obtained in this questionnaire is considered private and confidential and will be used for quality improvement training purposes only.*

A. Please evaluate the following aspects of our service to you: (Please circle your response)

1. After the visit by Arlington Area Ambulance, did you seek medical attention within 24 hours? Yes No
2. If yes, did your medical situation require admission to a hospital? Yes No
Diagnosis _____
3. Was our EMS Personnel polite and courteous? Yes No
4. Did our EMS Personnel take care of you in a professional manner? Yes No
5. Did EMS explain the risks of not going to the hospital by ambulance in an understandable way? Yes No
6. Did EMS answer all your questions regarding your care? Yes No
7. Overall, how satisfied were you with the service you received from our Ambulance Service?
 Very Satisfied Somewhat Satisfied Dissatisfied

B. Please write any other comments here: _____

The person completing this questionnaire: Patient Family Member Friend

Name: _____ Telephone Number: _____

Please mail this questionnaire to the Arlington Area Ambulance service. We've provided a self-addressed, stamped envelope for your convenience. If you wish to discuss the services provided, please include your name and telephone number. We remain fully committed to providing exceptional customer service and care.



Arlington Area Ambulance Service

Transport Customer Service Questionnaire

Please take a few moments to evaluate the services which the Arlington Area Ambulance service provided to you. Your feedback will help us in our effort to continually improve our ambulance service. *All information obtained in this questionnaire is considered private and confidential and will be used for quality improvement purposes only.*

A. Please evaluate the following aspects of our service to you: (Please circle your response)

	Very Satisfied	Satisfied	Adequate	Dissatisfied	Highly Dissatisfied
1. Were our personnel polite and courteous?	5	4	3	2	1
2. Did our personnel take care of you in a professional manner?	5	4	3	2	1
3. Did we explain the services you needed in an understandable manner?	5	4	3	2	1
4. Did we answer all your questions in an understandable way?	5	4	3	2	1
5. Did our personnel include your wishes in your care plan?	5	4	3	2	1
6. Overall, how satisfied were you with the service you received with us?	5	4	3	2	1

B. Did you have any other concerns, related to your emergency, that you felt was not addressed by our personnel?

C. Please tell us the single most important action we took that made you feel better.

D. What could we have done differently that might have made your experience more positive?

E. Please write any other comments here: _____

The person completing this questionnaire: Patient Family Member Friend

Name: _____ Telephone Number: _____

Please mail this questionnaire to the Arlington Area Ambulance service. We've provided a self-addressed, stamped envelope for your convenience. If you wish to discuss the services provided, please include your name and telephone number. We remain fully committed to providing exceptional customer service and care.



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-24460 Version: 1

Arlington Ambulance Service
 204 Shamrock Dr.
 Arlington, MN 55307-9551

Quote No: Q-24460
 Version: 1

ZOLL Customer No: 127002

Issued Date: February 4, 2022
 Expiration Date: March 31, 2022

Mike Tordsen
 (507) 382-6831
 mtordsen@arlingtonmn.com

Terms: NET 30 DAYS

FOB: Shipping Point
 Freight: Prepay & Add

Prepared by: Randy Curran
 EMS Regional Manager - Midwest
 rcurran@zoll.com
 (641) 344-4961

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1146055	601-2241111-01	<p>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, EtCO2, BVM, NIBP, CPR Expansion Pack</p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2, SpCO, SpMet with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	2	\$46,874.25	\$38,436.88	\$76,873.76



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Arlington Ambulance Service
 Quote No: Q-24460 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	1146055	8300-000208	Microstream Advance Adult-Pediatric Intubated CO2 Filter Line, Short Term Use, Box of 25	1	\$275.00	\$225.50	\$225.50
3	1146055	8300-000200	Microstream Advance Adult Oral-Nasal CO2 Filter Line With O2 Tubing, Short Term Use, Box of 25	1	\$355.00	\$291.10	\$291.10
4	1146055	8000-001128	Accuvent Flow Tube (Box of 10)	1	\$643.75	\$527.87	\$527.87
5	1146055	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2	\$157.50	\$129.15	\$258.30
6	1146055	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	1	\$252.35	\$206.93	\$206.93
7	1146055	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$870.35	\$713.69	\$713.69
8	1146055	8000-0580-01	Six hour rechargeable Smart battery	4	\$519.75	\$426.19	\$1,704.76
9	1146055	8000-000875-01	Paper, Thermal, BPA Free (Box of 6)	1	\$24.72	\$20.27	\$20.27
10		8000-000393-01	X Series Carry Case, Premium	2	\$350.00	\$350.00	\$700.00
11		8778-89005-WF	<p>X Series - Worry-Free Service Plan - 5 Years At Time of Sale</p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL's recommended maintenance program -- Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault -- Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.</p>	2	\$7,625.00	\$6,862.50	\$13,725.00



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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
12		8400-110045	CaseReview Premium Subscription, R Series and X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	2	\$2,054.85	\$2,054.85	\$4,109.70
13		7900-9902	ZOLL ALS Equipment M & E Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	2		(\$500.00)	(\$1,000.00)

Subtotal: \$98,356.88

Total: \$98,356.88

Contract Reference	Description
1146055	Reflects PSAI/Savvik 2021 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in PSAI /Savvik Buying Group Contract No. 2021-06 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through March 31, 2022 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made 120-150 days days after receipt of accepted purchase order.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.



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Order Information (to be completed by the customer)

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Arlington Ambulance Service
Authorized Signature:

Name: _____

Title: _____

Date: _____

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. Orders. ZOLL Data Systems, Inc. (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in [Section 3](#), Implementation Services are further defined in [Section 4](#), Support Services are further defined in [Section 5](#). The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

3. ASP Services. “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. Downtime. “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. Planned Downtime. “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. Excused Downtime. “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime})}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where “x” is Unplanned Downtime.}$$

3.4.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “Unplanned Downtime Goal”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“**Customer Content**”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “**Active Customer Content**”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “**Active Retention Period**”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “**Database**”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“**Inactive Customer Content**”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A “**Service Credit**” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this [Section 3.4](#) may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “**Implementation Services**”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this [Section 8.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This [Section 8](#) states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("**PHI**") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Customer. "**Business Associate**" as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

13.1. Applicability. This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed,

acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or. (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature: _____

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____



01/12/2022

ARLINGTON AREA AMB SVC
312 W ALDEN ST
ARLINGTON, Minnesota 55307

Equipment: See proposal for detailed equipment descriptions and pricing.

Finance Structure: \$1 out end of term option

\$1 out of end of term option: Purchase the equipment for \$1.00

Payment Terms:

\$1 OUT	3 annual payments
Proposal Total	\$60,794.52
Total Payment	\$20,264.84

Payments are exclusive of all applicable taxes and freight unless otherwise noted

Contract Commencement: Upon delivery, installation and acceptance

First Payment Due: Net 30

Payment Adjustment The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series. Stryker's Flex Financial business reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this proposed transaction.

Deal Consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to **01/31/2022**.



new LP15

Quote Number: 10420747

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: ARLINGTON AREA AMB SVC

Chicago, IL 60673-3308

Attn:

Rep: Jon Dilley

Email: jon.p.dilley@stryker.com

Phone Number: (952) 239-9823

Quote Date: 01/10/2022

Expiration Date: 04/10/2022

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: ARLINGTON AREA AMB SVC

Name: ARLINGTON AREA AMB SVC

Name: CITY OF ARLINGTON

Account #: 1285451

Account #: 1285451

Account #: 1260212

Address: 312 W ALDEN ST

Address: 312 W ALDEN ST

Address: 204 SHAMROCK DR

ARLINGTON

ARLINGTON

ARLINGTON

Minnesota 55307

Minnesota 55307

Minnesota 55307-9551

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	\$28,649.40	\$57,298.80
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
3.0	11140-000098	LP15 AC Power Adapter (power cord not included)	2	\$1,341.60	\$2,683.20
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$385.32	\$1,541.28
5.0	11140-000015	AC power cord	2	\$64.74	\$129.48
6.0	11140-000080	Extension Cable (5ft 3 in)	2	\$249.60	\$499.20
7.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	2	\$195.00	\$390.00
8.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	2	\$234.78	\$469.56
9.0	11171-000040	Masimo™M-LNCS® Pediatric Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	2	\$278.46	\$556.92
10.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	2	\$56.94	\$113.88
11.0	11160-000011	NIBP Cuff-Reusable, Infant	2	\$17.94	\$35.88
12.0	11160-000013	NIBP Cuff-Reusable, Child	2	\$20.28	\$40.56
13.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$28.08	\$56.16



new LP15

Quote Number: 10420747

Version: 1

Prepared For: ARLINGTON AREA AMB SVC

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Jon Dilley

Email: jon.p.dilley@stryker.com

Phone Number: (952) 239-9823

Quote Date: 01/10/2022

Expiration Date: 04/10/2022

#	Product	Description	Qty	Sell Price	Total
14.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	2	\$39.78	\$79.56
15.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$262.86	\$525.72
16.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$47.58	\$95.16
17.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$67.86	\$135.72
18.0	11996-000164	FilterLine Set Long Adult/Pediatric (box of 25)	1	\$250.38	\$250.38
19.0	11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs, 25/box	1	\$278.46	\$278.46
20.0	21996-000109	Titan III WiFi Gateway	2	\$807.30	\$1,614.60
				Equipment Total:	\$66,794.52

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZMB-LP15	TRADE-IN-ZOLL M-SERIES BIPHASIC TOWARDS PURCHASE OF LIFEPAK 15	1	-\$2,000.00	-\$2,000.00
TR-ZE-LP15	TRADE-IN-ZOLL E-SERIES TOWARDS PURCHASE OF LIFEPAK 15	1	-\$4,000.00	-\$4,000.00

Price Totals:

Grand Total: \$60,794.52

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



Date: January 26, 2022

To: City of Arlington

From: Lee Ortloff/Lee Forcier/Corbin Kiecker, Operators

O & M Report: December 2021

Water Operation & Maintenance

- Performed monthly testing of emergency backup generators.
- There was a total of 5 Gopher State One Locates.
- Performed weekly backwashing and testing of iron, manganese, fluoride, and chlorine residuals.
- There was a total of 7 service requests:
 - (4) Replacing\repairing of existing radio read meters.
 - (3) Supplying meter to new homes.
- Dec 1st and 2nd – took scrap iron to Green Isle for a total of over \$1,950 for the city.
- Dec 10th – Report of water leak at Museum on Main St. Burst pipe in the garage causing leak. Water was turned off at valve in the building. Water was turned back on after plumber fixed pipe.
- Dec 16th – Took scrap iron to Green Isle for total of over \$500 for the city. This is a grand total of over \$2,450 for the month.
- Dec 16th – Called out to 136 W Main for water shutoff due to leak in service line. Line was repaired and water was turned back on the 19th.
- Dec 30th – Locate water shutoffs in 7th Ave new housing development.

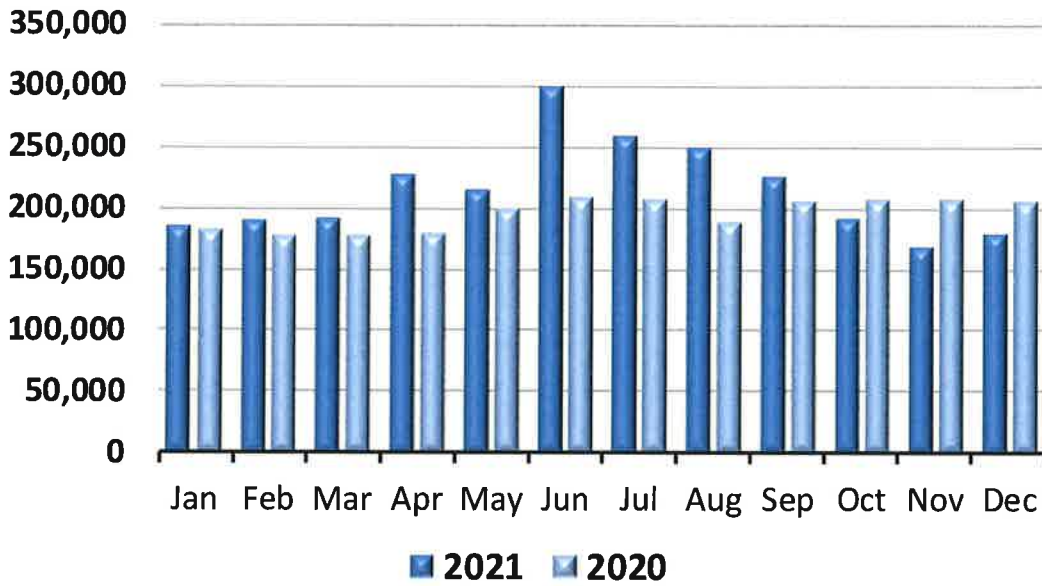
Wastewater Operation & Maintenance

- Performed weekly checks of lift stations.
- Exercised emergency backup generators.
- Performed monthly preventative maintenance on Wastewater Treatment Plant equipment.

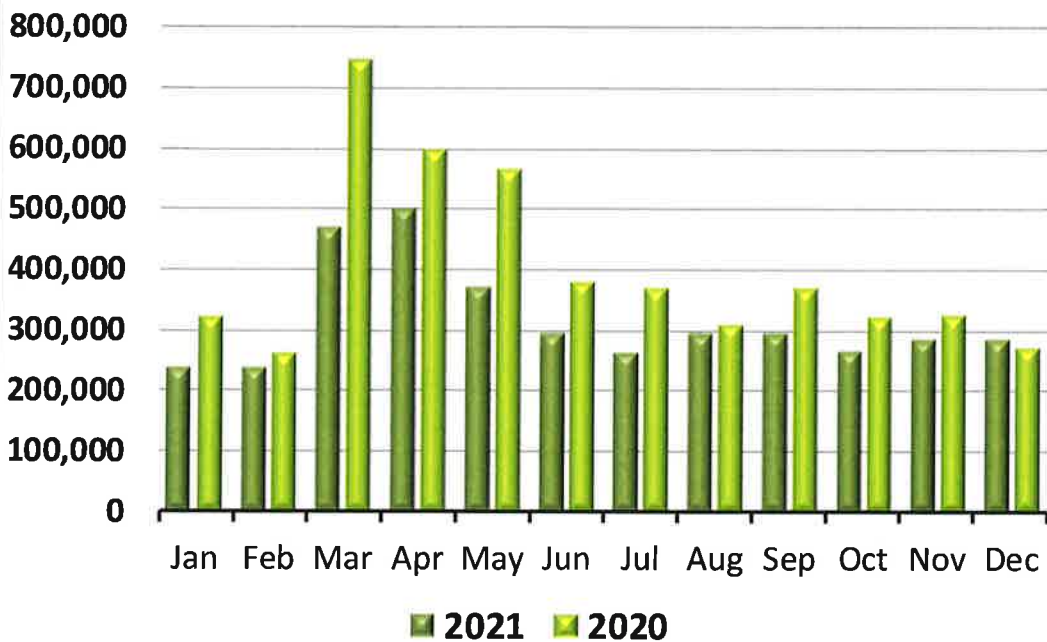


- Dec 8th – Sewer backup reported at 307 W Chandler. Manholes pulled, main flowing. Problem in residence line.
- Updated the diamond maps to show all the Jetting and Hydrant flushing that was performed last fall.
- Working on filling out a new site application to the Bio-solids coordinator for the MPCA. It has been decided to add another site to apply on the land owned and farmed by William Soeffker.
- Completed the annual bio-solids reporting for the cropping year of the fall of 2020/ spring 2021 to the MPCA.

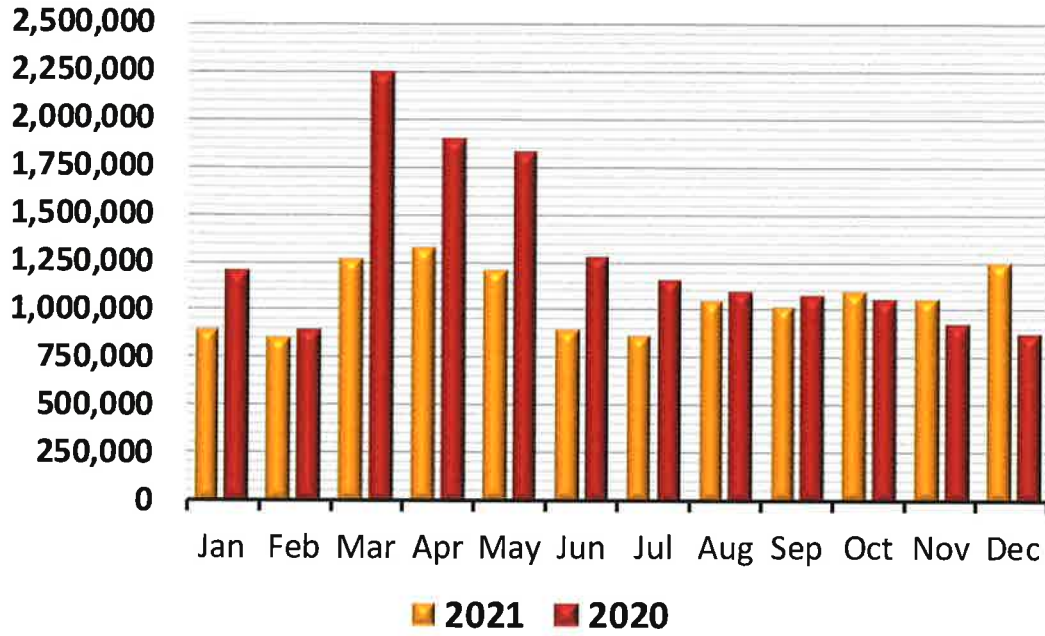
Arlington Average Daily Water Pumped - In Gallons



Arlington Average Daily Wastewater Pumped - In Gallons



Green Isle Lift Station Total Flow In Gallons



		December-21	November-21	December-20
Water				
	Units			
Average Daily Pumped	gallons	180,065	168,167	206,452
Maximum Daily Pumped	gallons	252,000	241,000	308,000
Minimum Daily Pumped	gallons	105,000	93,000	133,000
Total Monthly Pumped	gallons	5,582,000	5,045,000	6,400,000
Well #2 Pumped	gallons	2,573,000	2,671,000	441,000
Well #3 Pumped	gallons	0	0	0
Well #4 Pumped	gallons	2,884,000	2,745,000	5,959,000
Average Daily Fluoride Conc.	mg/L	0.66	0.66	0.73
Fluoride concentration Permit Limit	mg/L	.5-0.9 mg/L	.5-0.9 mg/L	.5-0.9 mg/L
Fluoride used	gallons	8.50	11.00	9.60
Total Chlorine Residual	mg/L	0.49	0.66	0.78
Total Chlorine Concentration Permit Limit	mg/L	1-2 mg/L	1-2 mg/L	1-2 mg/L
Chlorine used	lbs	68.00	84.40	179.80
Potassium Permanganate used	gallons	41.00	34.00	48.00
Wastewater				
CBOD				
CBOD Influent	mg/L	208	179	401
CBOD Effluent-Monthly	mg/L	0	0	0
CBOD Effluent-Monthly Permit Limit	mg/L	15	15	15
CBOD Max Weekly	mg/L	1	1	1
CBOD Max Weekly-Permit Limit	mg/L	25	25	25
CBOD Effluent Monthly kg/day	kg/day	0	0	0
CBOD Monthly kg/day-Permit Limit	kg/day	38	46	38
CBOD Effluent Weekly kg/day	kg/day	1	1	1
CBOD Weekly kg/day-Permit Limit	kg/day	70	1	70
CBOD % Removal	%	100%	100%	100%
CBOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent	mg/L	201	288	328
TSS Effluent-Monthly	mg/L	1	2	10
TSS Effluent Permit Limit	mg/L	30	30	30
TSS Effluent Max Weekly	mg/L	3	3	37
TSS Max weekly - Permit Limit	mg/L	45	45	45
TSS Effluent-Monthly kg/day	kg/day	1	2	10
TSS Monthly kg/day-Permit Limit	kg/day	91	91	91
TSS Effluent Max Weekly kg/day	kg/day	4	4	37
TSS Max weekly kg/day- Permit Limit	kg/day	140	140	140
TSS % Removal	%	99%	99%	97%
TSS % Removal Permit Limit	%	85%	85%	85%
Phosphorus				
Phos Influent	mg/L	4.20	4.80	7.00
Phos Effluent	mg/L	0.20	0.20	0.10
Phos Effluent Permit Limit	mg/L	1	1	1
Phos Effluent Loading	kg/day	0.09	0.10	0.10
Phos Effluent Loading Permit Limit	kg/day	2.50	2.50	2.50

Fecal Coliform				
Fecal Effluent	ml	0	0.00	0
Fecal Effluent Permit Limit	ml	N/A	N/A	N/A
Dissolved Oxygen				
DO Effluent	mg/L	8	8	8
DO Effluent Permit Limit	mg/L	6	6	6
Effluent Flow				
Average Daily	gallons	284,000	285,000	271,097
Maximum Daily	gallons	365,000	389,000	323,000
Total Monthly	gallons	8,811,000	8,537,000	8,404,000
Total Monthly Precipitation	inches	2.40	0.78	0.25
Green Isle Lift Station Total Flow	gallons	1,253,000	1,061,000	880,000
Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$19,386.00	\$16,740.00	86%	100%
Chemical Budget	\$12,080.00	\$15,437.00	128%	100%
Total	\$31,466.00	\$32,177.00	102%	100%

CITY OF ARLINGTON
ORDINANCE NO. 339

AN ORDINANCE AMENDING THE 2014 ARLINGTON COMPREHENSIVE
PLAN FUTURE LAND USE MAP PERTAINING TO PROPERTY AT THE
SOUTHEAST QUADRANT OFF FREEDOM DRIVE ("MEFFERT PROPERTY")

- I. THE CITY COUNCIL OF THE CITY OF ARLINGTON, MINNESOTA TO PROMOTE THE PUBLIC SAFETY, HEALTH, AND WELFARE, HEREBY ORDAINS THE ARLINGTON COMPREHENSIVE PLAN FUTURE LAND USE MAP SHALL BE AMENDED TO GUIDE PARCEL NUMBER 31.0720.031 (AS ATTACHED HERETO) TO 'RESIDENCE/AGRICULTURE' FROM 'SERVICE BUSINESS DISTRICT' USE.
- II. EFFECTIVE DATE: THIS ORDINANCE IS EFFECTIVE UPON ITS ADOPTION AND PUBLICATION AS PRESCRIBED BY LAW.

Adopted by the City of Arlington on the 22nd day of February 2022.

Attest:

Richard Nagel, Mayor

Amy Newsom, City Administrator

First Reading: 2/7/2022

Second Reading: 2/22/2022

Adopted: 2/22/2022

Published: 2/23/2022

The future land use map shall be amended to guide the illustrated property (PIO No. 31.0720.031) to residence/agriculture use.



CITY OF ARLINGTON
ORDINANCE NO. 340

AN ORDINANCE AMENDING THE CHAPTER 31, SECTION 4, SUBD. 1 (OFFICIAL ZONING MAP) OF THE CITY CODE PERTAINING TO PROPERTY AT THE SOUTHEAST QUADRANT OFF FREEDOM DRIVE ("MEFFERT PROPERTY")

- I. THE CITY COUNCIL OF THE CITY OF ARLINGTON, MINNESOTA TO PROMOTE THE PUBLIC SAFETY, HEALTH, AND WELFARE, HEREBY ORDAINS THE ARLINGTON CHAPTER 31, SECTION 4, SUBD. 1 (OFFICIAL ZONING MAP) OF THE CITY CODE SHALL BE AMENDED TO GUIDE PARCEL NUMBER 31.0720.031 (AS ATTACHED HERETO) TO 'RESIDENCE/AGRICULTURE' FROM 'SERVICE BUSINESS DISTRICT' USE.
- II. EFFECTIVE DATE: THIS ORDINANCE IS EFFECTIVE UPON ITS ADOPTION AND PUBLICATION AS PRESCRIBED BY LAW.

Adopted by the City of Arlington on the 22nd day of February 2022.

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The future land use map shall be amended to guide the illustrated property (PIO No. 31.0720.031) to residence/agriculture use.



RESOLUTION #14-2022
A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING
AUTHORITY

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ARLINGTON, that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

LET IT ALSO BE RESOLVED that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____ and upon poll being taken thereon the following voted in favor thereof: _____; and the following voted against the same: _____; and the following abstained from voting: _____; and the following were absent:

ADOPTED by the City of Arlington City Council this ____ day of _____, 2022.



- Legend**
- Parcels
 - City Limits
 - Railroad
 - Bridges
 - Easements
 - Protected Waters - Basin
 - Public Water Basin
 - Public Water Wetland
 - Protected Waters - Watercourse

CR 166

CR 166 Extension

CR 17

0 263 Feet

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CR 166 Extension



Disclaimer:
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and it is to be used for reference purposes only. The City of Arlington is not responsible for any inaccuracies herein contained.

