



**ARLINGTON CITY COUNCIL  
MEETING AGENDA  
October 17, 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.*

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

**CONSENT AGENDA**

5. Approval of Consent Agenda
  - A) Approval of Bills
  - B) October 3, 2022, Meeting Minutes
  - C) Approve closing of Main Street on October 29, 2022 (4:30pm-7pm) from Railroad tracks to Hwy. 5 for Trick or Treat on Main Street formerly known as Fright Night
  - D) Approve On Sale Liquor License for Dietel Inc.

## **PETITIONS, REQUESTS & COMMUNICATIONS**

6. Resignation of City Administrator Amy Newsom
7. Resignation of Planning and Zoning Administrator Phil Mangis
8. Meeting to discuss policing and safety in Sibley County
  - Sibley County Courthouse Basement October 31, 2022, at 10 am

## **REPORTS OF OFFICERS, BOARDS AND COMMITTEES**

9. September Fire Department Report-Fire Chief Doug Mackenthun
  - Fire Relief Update-Spencer Haggemiller-Secretary
10. September Police Department Report- Police Chief Glenn Gerads
11. September P & Z Report-P & Z Administrator Phil Mangis
12. September O & M Report-People Service Lee Forcier

## **ORDINANCES AND RESOLUTIONS**

13. Resolution 59-2022 A RESOLUTION ADOPTING THE SIBLEY COUNTY ALL-HAZARD MITIGATION PLAN
14. Resolution 60-2022 A RESOLUTION APPROVING THE APPLICATION FOR A LAWFUL GAMBLING PERMIT FOR PHEASANTS FOREVER

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

15. Approve/Deny Contract with Shirley Slater-Schulte for Interim City Administrator at \$85/hour plus expenses

16. Approve/Deny recommendation from EDA for agreement for consulting services with Amy Newsom for EDA Director at \$75/hour with no additional expenses
  
17. Approve/Deny \$80,500 for redevelopment at DMI (Deed Redevelopment grant match)
  
18. Approve/Deny Agreement for Consulting Services with Phil Mangis for Planning and Zoning Administrator at \$50/hour with no additional expenses
  
19. Approve/Deny Proposal for Executive search for City Administrator with SCSC at a cost \$10,150
  
20. Discussion on Erik Lindemeier Property
  
21. Discussion on complaints regarding Northland Drying

## **MISCELLANEOUS BUSINESS**

## **ADJOURNMENT**





**ARLINGTON CITY COUNCIL  
MEETING MINUTES  
October 3, 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.*

1. Call Meeting to Order and Pledge of Allegiance-Meeting was called to order at 6:30 pm by Mayor Nagel.
2. Roll Call-
  - Members Present-Mayor Richard Nagel, Matt Scharpe, Dave Meyer, Joe Morgan, John Thomes and Michelle Battcher
  - Members Absent-None
  - Staff Present-City Administrator Amy Newsom, City Attorney Ross Arneson, P & Z Administrator Phil Mangis, Maintenance Supervisor Kirby Weckworth, Ambulance Director Jaime Weikle, Library Director Andy Kelton, Event Center Coordinator/Administrative Assistant Gwen Scharpe
  - Guests Present-Kurt Menk *Arlington Enterprise*, Kim Quast, Amy Berger, James Soeffker, Curtis Ling

3. Approve the Agenda and any Agenda Additions- Battcher made a motion to approve the agenda as amended. Thomes seconded. Motion carried.

**Attorney Ross Arneson added to the September 19, 2022, meeting minutes as present.**

4. Addressing the Council

#### **CONSENT AGENDA**

Morgan made a motion to approve the consent agenda with the addition of Attorney Ross Arneson to the September 26, 2022, minutes listed as present.

5. Approval of Consent Agenda
  - A) Approval of Bills
  - B) September 19, 2022, City Council Meeting Minutes
  - C) September 26, 2022, City Council/SE School Board Meeting Minutes
  - D) Approve closing of streets for the Homecoming Parade on October 7 from approximately 1:00 pm to 3:00 pm (see attached map)

Meyer seconded. Motion carried.

#### **PETITIONS, REQUESTS & COMMUNICATIONS**

6. Acknowledgement of National 4-H Week October 2-8, 2022
  - Arlington has two clubs-High Island Clovers and Arlington Conquerors
7. MMPA Energy Adjustment Clause for October 2022-Newsom presented the adjustment clause.
8. MMPA-September Public Summary-Newsom presented the September Public Summary.
9. Resignation of Jason Lenertz as an Arlington Police Officer effective October 13, 2022

#### **REPORTS OF OFFICERS, BOARDS AND COMMITTEES**

10. September Ambulance Report-Ambulance Director Jamie Weikle- Weikle stated that she has gone through training to be a CPR instructor. She stated she needs to teach a class

with her instructor watching to make sure she is doing what she needs to do. Morgan thought that she should talk to local businesses to see if any of their staff would like to be CPR certified. Weikle also stated that the ambulance has entered into a contract with the High Island Rodeo for their event this coming October 21 and 22. Weikle will also be attending a team development training at Ridgeview Sibley Medical Center this month.

11. September Library Report-Library Director Andy Kelton-Kelton reported with the fall gnomes project brought in 7 people. He also stated that the DAC comes to watch a movie every Friday and St. Paul's school is coming over for story time. He also reported that there is a new family in town that came in to get Library cards.
12. September Public Works Report-Public Works Supervisor Kirby Weckworth-Weckworth reported that the Public Works Dept. has been working on stump grinding, sidewalk replacement with CMC Construction, Emerald Ash Borer Grant, and putting grass mat or straw down on grass seed. He also stated that he helped with planting a tree for Arbor Day and needs to get the concrete slabs poured for the benches at the Dog Park.

### **ORDINANCES AND RESOLUTIONS**

13. Resolution 58-2022 A RESOLUTION APPROVING THE APPLICATION FOR A LAWFUL GAMBLING PERMIT FOR THE ARLINGTON AREA CHAMBER OF COMMERCE.

Scharpe made a motion to approve Resolution 58-2022. Thomes seconded. Motion carried. Thomes, Morgan, Meyer, Battcher and Scharpe voted in favor; none against; none abstained; none absent.

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

14. Updates to Chapter 6 Nuisances Code-Phil Mangis P & Z Administrator-Mangis stated that definitions F3 and F4 have to be removed as they ca face challenges based on 1<sup>st</sup>

Amendment rights (Freedom of Speech). He also stated that after Arneson reviewed it a few grammatical errors needed to be fixed. Morgan wanted to know it can be updated and ready for a 1<sup>st</sup> reading next month.

15. Approve/Deny City Fire Pension Contribution for 2022 in the amount of \$3874 (based on 26 active Fire Relief Members, \$149 per member)

Morgan made a motion approve the contribution to the City Fire Pension in the amount of \$3874. Meyer seconded. Motion carried.

16. Approve/Deny Pay Request No. 6 from Gridor Construction in the amount of \$74,041.10  
Battcher made a motion to approve pay request no. 6 from Gridor Construction for \$74,041.10. Thomes seconded. Motion carried.

17. Approve/Deny amendment to MMPA Power Sales Agreement

Scharpe made a motion to approve an amendment to MMPA Power Sales Agreement. Morgan seconded. Motion carried.

18. Approve/Deny commitment of \$20,000 to Sibley East School District for Pool in 2023

Morgan made a motion to approve a commitment of \$20,000 to the SE School District for the pool in 2023 for one year. Thomes seconded. Motion carried.

19. Discussion on inappropriate use of city email- Battcher's city email address was questioned on her Battcher for Mayor Facebook page. She has since removed it and replaced it with a personal email address. She stated that she has not sent or received any emails regarding the election on the city email address. Battcher asked Arneson to speak about this. Arneson wasn't able to speak to the League of Minnesota Cities prior to the meeting. He did state that it could give the appearance of impropriety. He also stated that emails assigned to Council can be used by Councilmembers for City Business. If you are using a public site then that should be for public business only. Morgan felt that this is stemming from the last meeting. He thought that last meeting was an emotional response from Battcher.

The conversation then turned to use of private cell phone for City business. The City doesn't open private communications on a personal cell phone that is used for city business. If it is needed a court appointed referee could be required if the Council considers it an issue if unsure how to separate between personal and business information on a personal phone.

- ~~20. Discussion on complaints regarding Northland Drying- This item has been removed and will be on the agenda for the next Council meeting.~~



## **MISCELLANEOUS BUSINESS**

Arneson gave an update on the Northland Drying pit.

Thomes asked for an update on Arli-Dazzle on why they were not given the non-profit rate for the Purse Bingo event, especially when they are planning to donate the funds towards the new Christmas light fund. G. Scharpe spoke about how the Chamber does not have a 501C3 non-profit status and could not be given the reduced rate as this has been discussed previously at the last Event Center meeting.

Morgan stated that Fright Night is not happening this year on Main Street for Halloween.

Scharpe stated that he doesn't feel that the City Council is supporting the City Administrator. Thomes said that support depends on what comes forward. He also stated that you can't say that you are going to stand behind someone if the community has issues. Scharpe felt that the last two meetings it has been him and Meyer that have been supporting the City Administrator.

## **ADJOURNMENT**

Scharpe made a motion to adjourn the meeting at 7:43pm. Meyer seconded. Motion carried.

---

City Administrator Amy Newsom

---

Mayor Richard Nagel



## Gwen Scharpe

---

**From:** Tiffany Brockhoff <tiffany@arlingtonstatebank.com>  
**Sent:** Thursday, October 6, 2022 3:36 PM  
**To:** Gwen Scharpe  
**Subject:** Chamber Halloween event

Newly formed committee & Chamber is presenting the City council with Trick or Treat on Mainstreet formerly known as Fright Night to be held on Monday, October 31<sup>st</sup> 5:30-7:30

We are asking that the police block off main street (around 4:45/5pm) from Hwy 5 to the railroad tracks after Mainstreet Stylist, this includes side streets running into main from that stretch. We will be utilizing Main Street parking lot for non-Main Street businesses and any organization and local residents to register for a space to trunk or treat in that parking lot. This is the same concept as Fright Night just adding maybe some food trucks in the event the 4 food retailers aren't able to provide food that night on main street. We will also be asking the fire department be at both ends of main as they have in the past.

The new committee consists of Tiffany Brockhoff (cell 507-351-4937) and Angie Brau. More events may be added next year but we just didn't want to see this event end and promote to send people to Gaylord.

Tiffany Brockhoff  
Internal Auditor  
Arlington State Bank  
Phone: (507) 964-2256  
Fax: (507) 964-5550

*If you are not the intended recipient of this message or if you have received this email in error, please notify us and destroy these materials. The information contained herein is confidential and intended only for the recipient or recipients named above and for the purposes indicated. Further distribution of this message without the prior written consent of the author is prohibited.*



# Trick-or-Treat on Main Street

Arlington • 5:30-7:30pm • 10/31

## Information and Guidelines

### Main St. Table Participants:

- You are responsible for supplying your own table, decor., power source, etc.
- Can hand out candy, have a drawing for prizes of all ages (adults and children) or have guests to your table play a game!
- All tables must be decorated
- Recognition of your business/group/etc. may be displayed - you are responsible for making your signage.

### Trunk-or-Treat in the Main St. Parking Lot Participants:

- Parking Lot will be open any time from 4:30pm - 5:10 pm for you to begin set-up. For precaution, vehicles won't be allowed to drive inside the lot after 5:10pm.
- You are responsible for supplying your own vehicle, decor., power source, etc.
- Can hand out candy, have a drawing for prizes of all ages (adults and children) or have guests to your trunk play a game!
- Recognition of your business/group/etc. may be displayed - you are responsible for making your signage

**Thank you for making this a fun night in our community!**

Organized by local  
residents  
&

Sponsored by  
Arlington Area  
Chamber of  
Commerce



Tiffany Brockhoff  
tiffany@arlington  
statebank.com

Angie Brau  
angiebrau1@gmail  
.com



# Trick-or-Treat on Main Street



## Registration Form

Name: \_\_\_\_\_

**MUST be completed  
and returned to  
Tiffany Brockhoff by  
noon on 10/25**

I am entering as a(n) (check one):

Arlington-area Business

Name of Business: \_\_\_\_\_

I will be running a special inside my business during the event: Yes or No

Description of sale/special: \_\_\_\_\_

Resident

Mobile Food Vendor/Other

Name/Type of Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

I have read and understand the attached Event Guidelines form

**\*\*Following question for Arlington-area businesses and residents only (not vendors)\*\***

I'd like to (check only one):

Set up a table on Main St. for Trick-or-Treating

Reserve a stall for Trunk-or-Treat in Main St. Parking Lot (First come, first served)

*Return by noon on 10/25 to:*

**Tiffany Brockhoff**

**507-351-4937**

**tiffany@arlingtonstatebank.com**









## *Amy Newsom*

10/5/2022

City of Arlington, MN  
Arlington City Council  
Arlington EDA

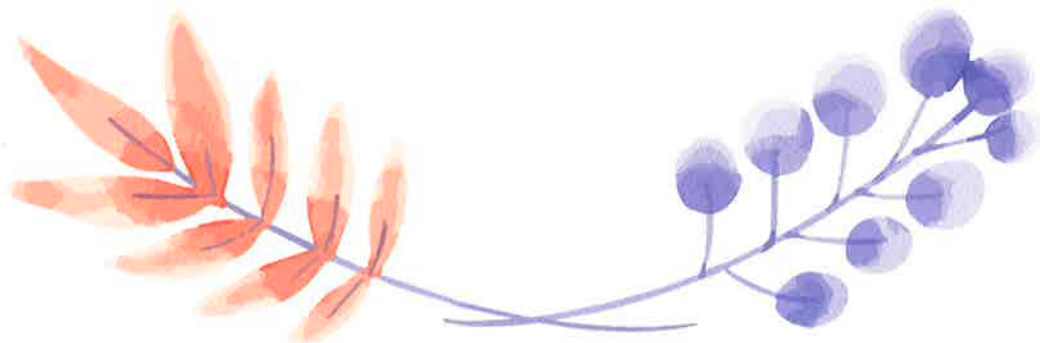
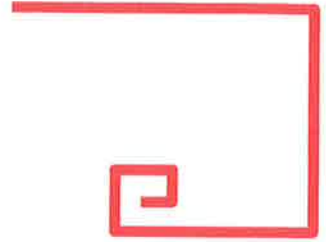
204 Shamrock Drive  
Arlington, MN 55307

### **Dear City Council/EDA**

This notice serves as my 30 days' notice to terminate my employment with the City of Arlington and Arlington EDA. My last day as City Administrator/EDA Director will be Friday, November 4<sup>th</sup>, 2022.

Sincerely,

Amy Newsom





10/7/2022

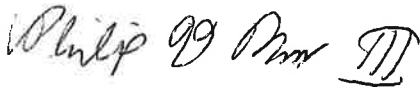
Amy Newsom  
City of Arlington  
204 W Shamrock Dr  
Arlington, MN 55307

Dear Amy:

Please accept this letter as formal notification that I am resigning from my position with the City of Arlington effective November 6<sup>th</sup>, 2022.

Thank you for the opportunities for professional and personal development that you have provided me during my time at the city. I have enjoyed working for the City.

Best regards,

A handwritten signature in cursive script that reads "Philip D Mangis III". The signature is written in black ink and is positioned above the printed name.

Philip D Mangis III



## Amy Newsom

---

**From:** John Glisczinski <JohnG@co.sibley.mn.us>  
**Sent:** Wednesday, October 12, 2022 11:28 AM  
**To:** Amy Newsom; Don Lannoye; Patrick Nienaber; Steve Saxton; Rick Almich; cityofgibbon@gmail.com; greenislecityhall@gmail.com; newauburn.city@gmail.com; chenderson165@mchsi.com; administrator@winthropminnesota.com  
**Subject:** Re: Policing in Sibley County - Date change

I understand that City Administrators have election training on the 27th, I've changed the meeting date to October 31st.



**Sibley County: Providing quality public service in a cost effective manner through innovation, leadership, and cooperation.**

This e-mail (including any attachments) may contain information which is confidential. This e-mail (including any attachments) is intended only for the use of the person or entity to whom it is addressed. If you have received this e-mail in error, do not distribute, copy or disseminate. Return the e-mail to the sender, delete the e-mail, and notify the sender by the telephone number listed above.

>>> John Glisczinski 10/12/2022 10:48 AM >>>

I'm inviting you to a meeting to discuss policing and public safety in Sibley County. The meeting will take place on **October 31th @ 10AM at the Sibley County Courthouse Basement** meeting room.

Please invite your Police Chief, your Mayor and one council member.

Why are we meeting? It has become apparent that with the reduced number of patrol officers both at the city and county level, that coverage for calls and services are increasing in difficulty. Together, it is hoped that we can find creative solutions to our citizens needs.

Please let me know if you will be able to attend.

*John P. Glisczinski*

**Sibley County Administrator**

**Phone: 507-237-7805**



*Sibley County: Providing quality public service in a cost effective manner through innovation, leadership and cooperation.*

*Sibley County: Making a Difference*

This e-mail (including any attachments) may contain information which is confidential. This e-mail (including any attachments) is intended only for the use of the person or entity to whom it is addressed. If you have received this e-mail in error, do not distribute, copy or disseminate. Return the e-mail to the sender, delete the e-mail, and notify the sender by telephone at (507) 237-4000.



# **Arlington Police Department**

Glenn Gerads, Chief of Police

108 4th Ave. NW  
Arlington, MN 55307

Office: (507)964-5200 Fax: (507)964-2737

## **SEPTEMBER 2022 – 140 Recorded ICR's**

Traffic Stops	35
Business/Door Checks	18
Agency Assist	18
Directed Patrol/Traffic Detail	8
Civil Matters	7
Suspicious Activity	6
Welfare Checks	6
Informational	5
Ordinance Violations	4
Medical Calls	4
Public Assist	4
Noise Complaint	4
Juvenile Trouble/Truancy	3
Animal Calls	3
Theft	2
Domestic	2
Fire Call	2
Child Protection/Custody	1
Harassment Complaint	1
Scams	1
Warrant Checks/Arrests	1
Accidents	1
Property Damage	1
Assault	1
Alarms	1
Funeral/Public Escort	1

Glenn Gerads #301  
Police Chief



# **Arlington Police Department**

Glenn Gerads, Chief of Police

108 4th Ave. NW  
Arlington, MN 55307

Office: (507)964-5200 Fax: (507)964-2737

## **SEPTEMBER 2022**

### **9-1-22**

- Informational – 300 Block W. Main St.
- Suspicious Activity – 400 Block 2<sup>nd</sup> Ave. NE
- Public Assist/Traffic Detail – Intersection Hwy 5 & W. Adams St.

### **9-2-22**

- Domestic/Agency Assist – 100 Block E. Main St.
- Harassment Complaint – 200 Block Shamrock Dr.
- Agency Assist/OFP Violation – 200 Block E. Adams St. (SO)

### **9-3-22**

- Agency Assist/Animal Call – 100 Block 7<sup>th</sup> Ave. SW (SO)
- Civil Matter – 800 Block W. Chandler St. (SO)

### **9-4-22**

- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave. (SO)
- Agency Assist/Suspicious Activity – 700 Block Chestnut Dr. (SO)

### **9-5-22**

- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave. (SO)
- Theft/Dishonored Check – 300 Block W. Main St.
- Welfare Check/Agency Assist – 700 Block Chestnut Dr.
- Business Check – 300 Block W. Main St.

### **9-6-22**

- Agency Assist/Property Damage – 26400 Block 341<sup>st</sup> Ln., Henderson
- Assault – 200 Block Shamrock Dr.
- Ordinance Violation – 500 Block W. Adams St.
- Informational – 100 Block 4<sup>th</sup> Ave. NW
- Agency Asslt/Child Protection – 100 Block E. Douglas St.
- Business Check – 300 Block W. Main St.
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Business Check – 500 Block 2<sup>nd</sup> Ave. NW

### **9-7-22**

- Civil Matter – 600 Block W. Baker St.
- Informational – 200 Block 3<sup>rd</sup> Ave. NW
- Theft/Agency Assist – 700 Block Chestnut Dr.

### **9-8-22**

-





# **Arlington Police Department**

Glenn Gerads, Chief of Police

108 4th Ave. NW  
Arlington, MN 55307

Office: (507)964-5200 Fax: (507)964-2737

## 9-9-22

- Agency Assist/Fire Call – 800 Block W. Main St. (SO)
- Welfare Check/Agency Assist – 600 Block W. Chandler St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Medical Call/Agency Assist – 700 Block Chestnut Dr.
- Welfare Check – 300 Block W. Chandler St.

## 9-10-22

- Business Check – 300 Block W. Main St.
- Public Assist – 0 Block Main St.
- Traffic Stop – Intersection Hwy 5 & W. Baker St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Alden St.
- Medical Call/Agency Assist – 700 Block Chestnut Dr.
- Traffic Stop – Hwy 5 & W. Adams St.
- Public Assist – 800 Block W. Chandler St.
- Agency Assist – 800 Block N. Main St., Winthrop (*actual assist at RSMC*)

## 9-11-22

- Noise Complaint – 400 Block W. Adams St.
- Business Check – 300 Block W. Main St.
- Noise Complaint – 400 Block E. Adams St.

## 9-12-22

- 

## 9-13-22

- Juvenile Trouble – 300 Block W. Main St. (SO)
- Informational – 100 Block 2<sup>nd</sup> Ave. NE

## 9-14-22

- Traffic Stop – Intersection W. Douglas St. & 2<sup>nd</sup> Ave. NW
- Suspicious Activity – 700 Block Chestnut Dr.
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Business Check – 500 Block 2<sup>nd</sup> Ave. NW
- Business Check – 300 Block W. Main St.



# ***Arlington Police Department***

Glenn Gerads, Chief of Police

108 4th Ave. NW  
Arlington, MN 55307

Office: (507)964-5200 Fax: (507)964-2737

## 9-15-22

- Fire Call/Agency Assist – 400 Block 7<sup>th</sup> Ave. NW
- Public Assist/Med Disposal – 100 Block 4<sup>th</sup> Ave. NW
- Agency Assist/Child Protection – 300 Block W. Main St.
- Civil Matter – 800 Block W. Main St.
- Fire Call/Agency Assist – 400 Block 7<sup>th</sup> Ave. NW
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Business Check – 300 Block W. Main St.

## 9-16-22

- Traffic Stop – Intersection 2<sup>nd</sup> Ave. NW & Hwy 5 (SO)

## 9-17-22

- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave. (SO)
- Agency Assist/Noise Complaint – 100 Block E. Douglas St. (SO)
- Accident – Intersection Hwy 5 & 2<sup>nd</sup> Ave. NW (SO)

## 9-18-22

- Medical Call/Agency Assist – 800 Block W. Brooks St. (SO)
- Agency Assist – Intersection Hwy 5 & 4<sup>th</sup> Ave. NW (SO)
- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave. (SO)
- Noise Complaint – 400 Block E. Adams St. (SO)

## 9-19-22

- Traffic Stop – Intersection 4<sup>th</sup> Ave. & Adams St.
- Business Check – 500 Block 2<sup>nd</sup> Ave. NW
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Business Check – 300 Block W. Main St.

## 9-20-22

- Agency Assist – Intersection Faxon Rd. & Scenic Byway Rd, Henderson
- Ordinance Violation – 300 Block 7<sup>th</sup> Ave. NW
- Agency Assist – 100 Block 4<sup>th</sup> Ave. NW
- Animal Complaint – 300 Block Frenzel Dr.
- Business Check – 300 Block W. Main St.
- Business Check – 500 Block 2<sup>nd</sup> Ave. NW

## 9-21-22

- Suspicious Activity – 200 Block W. Main St.
- Ordinance Violation – 600 Block W. Main St.
- Welfare Check/Agency Assist – 200 Block E. Clinton St.



## **Arlington Police Department**

Glenn Gerads, Chief of Police

108 4th Ave. NW  
Arlington, MN 55307

Office: (507)964-5200 Fax: (507)964-2737

### 9-22-22

- Child Protection – 100 Block 4<sup>th</sup> Ave. NE
- Noise Complaint – 400 Block E. Adams St. (SO)

### 9-23-22

- Funeral Escort – 800 Block W. Brooks St.
- Suspicious Activity – Henderson Rd.
- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & Hwy 5
- Traffic Stop – 200 Block 3<sup>rd</sup> Ave. NW
- Agency Assist – 400 Block Main Ave., Gaylord
- Medical Call/Agency Assist – 800 Block W. Brooks St.
- Agency Assist/Jail Incident – 400 Block Harrison St., Gaylord

### 9-24-22

- Business Check – 300 Block W. Main St.
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Suspicious Activity/Curfew/Agency Assist – 400 Block W. Alden St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Alarm – Intersection W. Chandler St. & Hwy 5
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Agency Assist/Assault – 800 Block W. Chandler St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Chandler St.

### 9-25-22

- Business Check – 300 Block W. Main St.
- Traffic Stop – Intersection Hwy 5 & W. Main St.
- Scam – 100 Block 3<sup>rd</sup> Ave. SW
- Animal Call – 300 Block W. Main St.
- Animal Call – 300 Block E. Baker St.
- Welfare Check – 800 Block W. Main St.

### 9-26-22

- Agency Assist – Main Ave, Gaylord (*actual assist was in Arlington*)

### 9-27-22

- Property Damage – 100 Block W. Chandler St.
- Domestic/Agency Assist – 100 Block E. Douglas St.
- Civil Matter – 700 Block Chestnut Dr.
- Traffic Stop – Intersection Hwy 5 & 100 Block Henderson Rd.
- Traffic Stop – Intersection W. Main St. & Hwy 5
- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave.



# ***Arlington Police Department***

Glenn Gerads, Chief of Police

108 4th Ave. NW

Arlington, MN 55307

Office: (507)964-5200 Fax: (507)964-2737

- Juvenile Trouble – 200 Block 2<sup>nd</sup> Ave. NW
- Civil Matter – 600 Block W. Main St.
- Informational – 100 Block 4<sup>th</sup> Ave. NW

## 9-28-22

- Civil Matter – 100 Block Henderson Rd.
- Juvenile Trouble – 200 Block 3<sup>rd</sup> Ave. NW
- Traffic Stop – Intersection 4<sup>th</sup> Ave. SE & Henderson Rd.
- Traffic Stop – Intersection 6<sup>th</sup> Ave. & 240<sup>th</sup> St.
- Directed Patrol – Intersection W. Main St. & Hwy 5
- Business Check – 23200 Block 401<sup>st</sup> Ave.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Civil Matter – 100 Block Henderson Rd.
- Traffic Stop – Intersection Hwy 5 & W. Main St.
- Traffic Stop – Intersection Hwy 5 & W. Main St.
- Traffic Stop – Intersection Hwy 5 & 4<sup>th</sup> Ave.
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Business Check – 300 Block W. Main St.

## 9-29-22

- Agency Assist – 100 Block 4<sup>th</sup> Ave. NW
- Business Check – 500 Block 2<sup>nd</sup> Ave. NW
- Ordinance Violation – 300 Block E. Main St.
- Traffic Stop – Intersection Hwy 5 & 401<sup>st</sup> Ave.
- Traffic Stop – Intersection Hwy 5 & W. Chandler St.
- Warrant Arrest – 400 Block Railroad, Gaylord
- Agency Assist/Accident – Intersection Cty Rd. 9 & Cty. Rd. 12
- Traffic Stop – Intersection Hwy 5 & 4<sup>th</sup> Ave.
- Business Check – 300 Block W. Main St.

## 9-30-22

- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Traffic Detail/Directed Patrol – Intersections Hwy 5/W. Adams St., Henderson Rd./4<sup>th</sup> Ave. SE
- Welfare Check – 300 Block W. Chandler St.
- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave. (SO)
- Suspicious Activity – 200 Block W. Alden St. (SO)

Glenn Gerads #301  
Police Chief

Date: October 12, 2022

To: City of Arlington

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

O & M Report: September 2022

## **Water Operation & Maintenance**

---

- There was a total of nine service requests:
  - (4) Replacing existing radio read meters.
  - (2) Read\Remove Arlington Raceway\Camper+Bull Riding meters.
  - (2) Water shut offs.
  - (1) Supplying meter for new home on Frenzel Dr.
- Performed preventative maintenance on water treatment plant equipment.
- Performed weekly testing of fluoride, iron manganese, and chlorine residuals.
- There was a total of 16 Gopher State One Locates for this month.
- Performed bi-monthly reading of water\elec meters.
- WTP Rehab:
  - Media installed. Performed backwashing of new media in preparation for being charged and ready for service.
  - Work continuing in detention tank.
  - Valves being installed in filter room.
  - Painting of various small parts being installed underwater.
- Sept 6<sup>th</sup> – Weber Multi-Service repaired service line leak at 420 E Main St.
- Sept 8<sup>th</sup> – Water was temporally shut down to the main Amberfield apartment complex on W Main St. Tri-County water needed to install a new main valve.
- Sept 13<sup>th</sup> – Water leak detected at 506 E Dayton.

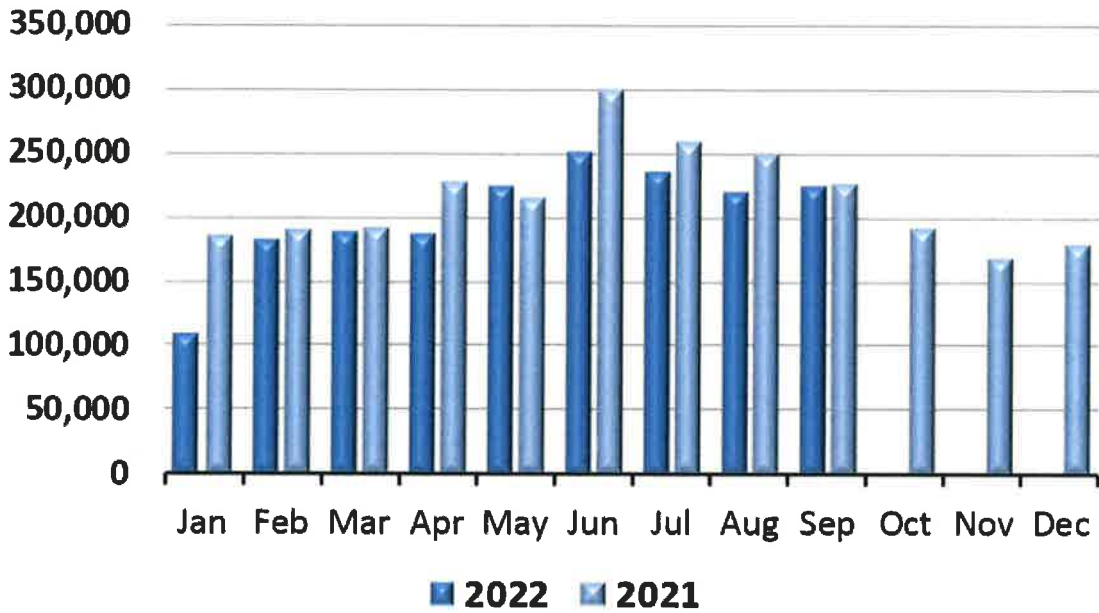
- Sept 19<sup>th</sup> – Weber Multi-Service repaired said leak on Dayton. Leak caused by heavy equipment driven on top of curb stop while replacing patio blocks.
- Sept 26<sup>th</sup> – Leak detected at 408 Creekview LN.
- Sept 27<sup>th</sup> – Arlington Raceway meter read and removed for winter.
- Sept 27<sup>th</sup> – Water was shut off to Brinkman property at 303 W Baker St in preparation for winter. Water shut off at curb stop. Meter was also removed, drained, and left at property to be reconnected later.
- Sept 29<sup>th</sup> – Weber Multi-Service repaired leak to 408 Creekview LN.
- Sept 29<sup>th</sup> – Tony Hoff's water at property by racetrack was shut off due to water line illegally installed without city knowledge. Water is being taken without payment (being there is no meter connected), as well as no permit for line install, and no payment for water\sewer hookup are reasons for this water shut off.
- Sept 29<sup>th</sup> – Camper\Bull Riding water meter was read and removed for winter.

## **Wastewater Operation & Maintenance**

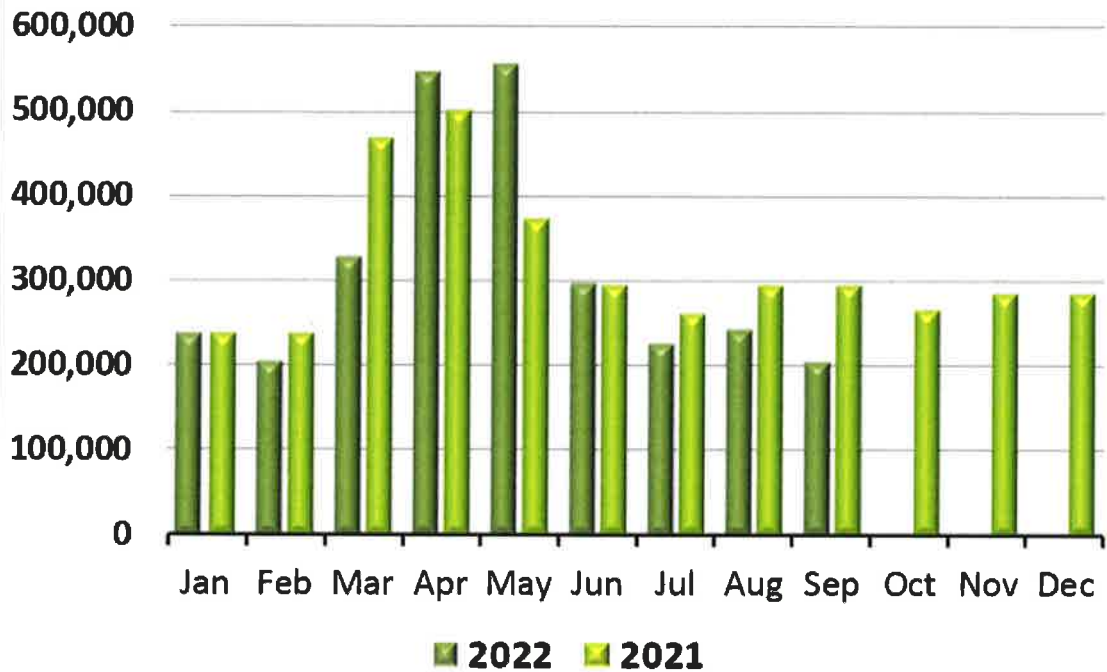
---

- Performed monthly preventative maintenance on wastewater plant equipment.
- Exercising of emergency backup generators.
- Continued jetting of sanitary sewer.
- Collected and sent in samples for bio-solids hauling.
- Sept 7<sup>th</sup> – Mark Allen from Tech Sales here for biannual calibration of influent meter.
- Sept 12<sup>th</sup>-14<sup>th</sup> – M.R. Paving here for wastewater plant driveway repair and expansion for dog park parking.

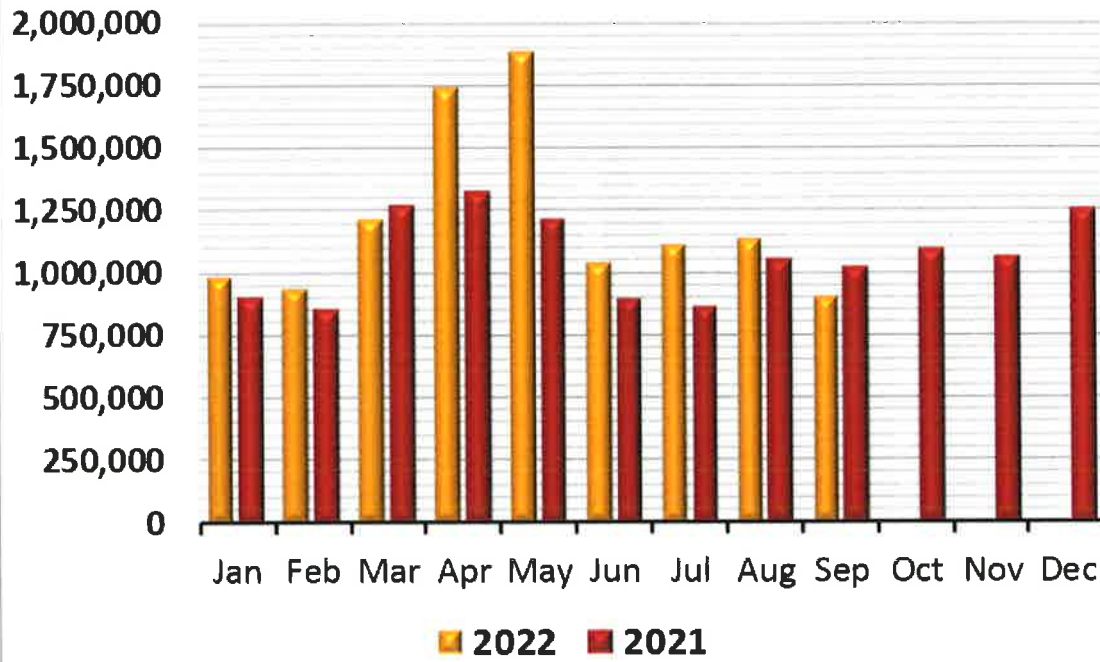
### Arlington Average Daily Water Pumped - In Gallons



### Arlington Average Daily Wastewater Pumped - In Gallons



### Green Isle Lift Station Total Flow In Gallons





		September-22	August-22	September-21
<b>Water</b>				
	<b>Units</b>			
<b>Average Daily Pumped</b>	gallons	225,200	219,903	226,033
<b>Maximum Daily Pumped</b>	gallons	422,000	391,000	404,000
<b>Minimum Daily Pumped</b>	gallons	60,000	93,000	0
<b>Total Monthly Pumped</b>	gallons	6,756,000	6,817,000	6,781,000
<b>Well #2 Pumped</b>	gallons	7,255,000	6,861,000	3,824,000
<b>Well #3 Pumped</b>	gallons	0	0	0
<b>Well #4 Pumped</b>	gallons	0	0	2,896,000
<b>Average Daily Fluoride Conc.</b>	mg/L	0.71	0.72	0.57
<b>Fluoride concentration Permit Limit</b>	mg/L	5-0.9 mg/L	5-0.9 mg/L	5-0.9 mg/L
<b>Fluoride used</b>	gallons	9.50	9.00	14.50
<b>Total Chlorine Residual</b>	mg/L	0.84	1.37	0.94
<b>Total Chlorine Concentration Permit Limit</b>	mg/L	1-2 mg/L	1-2 mg/L	1-2 mg/L
<b>Chlorine used</b>	lbs	96.40	96.40	120.80
<b>Potassium Permanganate used</b>	gallons	0.00	0.00	50.00
<b>Wastewater</b>				
<b>CBOD</b>				
<b>CBOD Influent</b>	mg/L	192	176	330
<b>CBOD Effluent-Monthly</b>	mg/L	2	2	0
<b>CBOD Effluent-Monthly Permit Limit</b>	mg/L	15	15	15
<b>CBOD Max Weekly</b>	mg/L	2	2	1
<b>CBOD Max Weekly-Permit Limit</b>	mg/L	25	25	25
<b>CBOD Effluent Monthly kg/day</b>	kg/day	1	2	0
<b>CBOD Monthly kg/day-Permit Limit</b>	kg/day	46	46	46
<b>CBOD Effluent Weekly kg/day</b>	kg/day	2	2	1
<b>CBOD Weekly kg/day-Permit Limit</b>	kg/day	70	70	70
<b>CBOD % Removal</b>	%	99%	99%	100%
<b>CBOD % Removal Permit Limit</b>	%	85%	85%	85%
<b>TSS</b>				
<b>TSS Influent</b>	mg/L	211	397	254
<b>TSS Effluent-Monthly</b>	mg/L	1	2	1
<b>TSS Effluent Permit Limit</b>	mg/L	30	30	30
<b>TSS Effluent Max Weekly</b>	mg/L	3	4	2
<b>TSS Max weekly - Permit Limit</b>	mg/L	45	45	45
<b>TSS Effluent-Monthly kg/day</b>	kg/day	1	2	1
<b>TSS Monthly kg/day-Permit Limit</b>	kg/day	91	91	91
<b>TSS Effluent Max Weekly kg/day</b>	kg/day	3	3	3
<b>TSS Max weekly kg/day- Permit Limit</b>	kg/day	140	140	140
<b>TSS % Removal</b>	%	99%	99%	99%
<b>TSS % Removal Permit Limit</b>	%	85%	85%	85%
<b>Phosphorus</b>				
<b>Phos Influent</b>	mg/L	6.30	5.60	6.50
<b>Phos Effluent</b>	mg/L	0.20	0.20	0.20
<b>Phos Effluent Permit Limit</b>	mg/L	1	1	1
<b>Phos Effluent Loading</b>	kg/day	0.24	0.25	0.24
<b>Phos Effluent Loading Permit Limit</b>	kg/day	2.50	2.50	2.50

Fecal Coliform				
Fecal Effluent	ml	3	4.40	11
Fecal Effluent Permit Limit	ml	200#/100ml	200#/100ml	200#/100ml
Dissolved Oxygen				
DO Effluent	mg/L	6	6	7
DO Effluent Permit Limit	mg/L	5	5	5
Effluent Flow				
Average Daily	gallons	204,000	241,000	294,000
Maximum Daily	gallons	245,000	326,000	437,000
Total Monthly	gallons	6,117,000	7,456,000	8,813,000
Total Monthly Precipitation	inches	0.47	3.44	2.60
Green Isle Lift Station Total Flow	gallons	901,000	1,135,000	1,021,000
Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$20,627.00	\$9,239.00	45%	75%
Chemical Budget	\$12,853.00	\$12,118.00	94%	75%
<b>Total</b>	<b>\$33,480.00</b>	<b>\$21,357.00</b>	<b>64%</b>	<b>75%</b>



Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION 59-2022**

**A RESOLUTION ADOPTING THE SIBLEY COUNTY ALL-HAZARD MITIGATION PLAN**

**WHEREAS**, the City of Arlington has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

**WHEREAS**, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

**WHEREAS**, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

**WHEREAS**, the Sibley County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

**WHEREAS**, the Sibley County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

**WHEREAS**, the Sibley County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Sibley County will maintain public participation and coordination; and

**WHEREAS**, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

**WHEREAS**, the Sibley County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

**WHEREAS**, this is a multi-jurisdictional Plan and cities that participate in the planning process may choose to also adopt the County Plan.

**NOW THEREFORE BE IT RESOLVED** that the City of Arlington supports the hazard mitigation planning effort and wishes to adopt the Sibley County All-Hazard Mitigation Plan.

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: \_\_\_\_\_.

The foregoing resolution was adopted by the City Council of the City of Arlington this 17th day of October 2022.

Signed: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Administrator

Whereupon the resolution was declared duly passed and adopted and was signed by the Mayor whose signature was attested by the City Administrator.



Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION 60-2022**

**A RESOLUTION APPROVING THE APPLICATION FOR A LAWFUL GAMBLING PERMIT FOR PHEASANTS FOREVER.**

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Arlington hereby approves the application for a Lawful Gambling Permit as submitted by Pheasants Forever for a raffle at the Arlington Event Center February 11, 2023.

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: \_\_\_\_\_; the following voted against: \_\_\_\_\_; the following abstained: \_\_\_\_\_; and the following were absent: \_\_\_\_\_.

The foregoing resolution was adopted by the City Council of the City of Arlington this 17th day of October 2022.

Signed: \_\_\_\_\_  
Mayor

Attested: \_\_\_\_\_  
City Administrator

Whereupon the resolution was declared duly passed and adopted and was signed by the Mayor whose signature was attested by the City Administrator.



## **Shirley Diane Slater-Schulte**

### **CITY ADMINISTRATOR-FINANCIAL OFFICER**

Extensive experience as City Administrator, Certified City Clerk, Financial Officer, Election Judge, and Secretary to the Mayor and Councilmembers

#### **SUMMARY OF SKILLS & EXPERIENCE**

##### **Duties as an Administrator –**

- Prepares agenda and packets for City Council and Charter Commission
- Prepares the minutes, resolutions and ordinances for final signatures
- Conducts special assessment searches and assessment rolls for certification to the County
- Meet weekly with department heads and administration office
- Completes annexation requests
- Receives, processes and issues Cigarette, Liquor and Business Licenses
- Collects and receipts fees
- Maintains all official records for the city
- Prepares payroll and payroll reports for Administration
- Prepares invoices for payment for the Administration Department
- Conducts elections and provides training for Election Judges
- Maintains Laserfiche program for administration
- Permit Works – Issues Business Licenses

##### **Duties as a City Clerk –**

- Prepares agenda and packets for City Council and Charter Commission
- Prepares the minutes, resolutions and ordinances for final signatures
- Conducts special assessment searches and assessment rolls for certification to the County
- Answer phones, meet and greet customers in administration office
- Completes annexation requests
- Receives, processes and issues Cigarette, Liquor and Business Licenses
- Collects and receipts fees
- Maintains all official records for the city
- Prepares payroll and payroll reports for Administration and Council
- Prepares invoices for payment for the Administration Department
- Conducts elections and provides training for Election Judges
- Maintains Laserfiche program for administration
- Permit Works – Building Permits, issues licenses for plumber, sign hanger and tree trimmer

## **EMPLOYMENT HISTORY**

**Anoka County - Deputy Registrar-Temporary Election Clerk - January 6,  
- November 20, 2020 - Prepare and conduct Primary and General Election**

**Independent Contractor Agreement for services as Interim City Clerk- Treasurer with the  
City of Kimball, Kimball, MN - September 2018 - October 2018**

Provided services to the City of Kimball during their search for a permanent employee as the City Clerk-Treasurer.

**Wright County Election Division, Buffalo, MN - August 2018 - November,**

**2018** - Assisted voters for absentee voting, tested ballot machines, answered phones and assisted the public at the front counter.

**City of Albert Lea, 221 East Clark Street, Albert Lea, MN 56007 – June 2006-**

August 2017. Hired as City Clerk and conducted the duties as listed above.

**Premier Development of the Twin Cities November 2004 – June 2006**

**Land Acquisition Specialist** – Researched and investigated land for potential residential development. Scheduled meetings with City planning, engineering staff and property owners. Prepared cost analysis and offers, researching market conditions and other duties as assigned.

**City of Dayton November 1974 - July 2004**

**City Administrator/ Financial Officer/ Deputy Clerk** – Oversaw the daily operations of all city departments. Prepared informational packets for the City Council, Planning, Park and Public Safety Commission. Prepared all financial documents for the city, tax levies, special assessments, prepared annual budgets, payment of claims, distributed invoices to all city departments. Prepared all licenses including liquor, gambling, issued building permits, reviewed building and zoning issues, etc. Conducted training for election judges, certified voting machines and etc. Performed other duties as assigned.

**City Clerk/Treasurer** – Conducted all duties as delegated by State Law, prepared minutes and council packets. Prepared all financial documents, budgets and invested all monies per State Law. Completed audits and prepared year end entries. I was promoted to City Administrator/Financial Officer in 1990.

## **EDUCATION**

Certified Municipal City Clerk

Certified IMCA City Clerk/Finance Officer

Completed Government Fund Accounting Class at Anoka Community College



INTERIM ADMINISTRATOR CLERK-TREASURER  
INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of September, 2022, by and between the City, a Minnesota municipal corporation (City) and Shirley Slater-Schulte, an individual (hereinafter "Slater-Schulte").

RECITALS:

WHEREAS, Slater-Schulte has the necessary specialized skill, experience, education and training to provide professional services to the City in capacity of Interim City Administrator Clerk-Treasurer, and Slater-Schulte can and desires to provide such services to the City, and

WHEREAS, City desires to procure from Slater-Schulte professional services as Interim City Administrator Clerk-Treasurer;

NOW, THEREFORE for good and valuable consideration, including the mutual promises and agreements contained in this Agreement the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Term and Renewal.

This Agreement shall commence on the \_\_\_\_\_ day of September, 2022 and shall continue in full force and effect until it is terminated by either party giving to the other party thirty (30) days written notice of intent to terminate, with or without cause.

2. Representations.

Slater-Schulte agrees that all work performed by it under this Agreement shall be performed in a professional matter, using Slater-Schulte's best efforts.

Slater-Schulte also represents that she is not an employee of the City and that she will be responsible for paying for all necessary and appropriate taxes, unemployment premiums, and the like, which will be owed as a result of sums paid by the City to Slater-Schulte under this Agreement. Slater-Schulte further understands and warrants that she will not be entitled to receive benefits provided by the City to its own employees, including, but not limited to, health, life, or disability insurance, PERA, paid time off, or other benefits. Slater-Schulte waives the right to sue the city for any worker's compensation benefits paid to Slater-Schulte.

3. Fees/Hours of Work.

City agrees to pay Slater-Schulte at a rate of \$80.00 per hour for all professional services performed under this Agreement, every two weeks upon receipt of proper invoices.

Also, The City and Slater-Schulte anticipates that Slater-Schulte will provide not to exceed 40 hours of service to the City per week consisting of 2 to 3 days per week during normal office hours of the City together with attendance at evening meetings as required.

4. Tax Payments.

Slater-Schulte acknowledges and agrees to be fully and completely responsible for all appropriate self-employment tax payments as required by law, as well as Social Security and all other required tax payments. The City shall provide Slater-Schulte with tax forms, showing all payments made by the City to Slater-Schulte.

5. Services.

Slater-Schulte shall act as the Interim City Administrator Clerk-Treasurer during the term of this Agreement and during that time shall be responsible to the City Council as set forth in City Code and this Agreement, and other duties as assigned by the City Council.

The parties agree that Slater-Schulte, while acting as the Interim City Administrator Clerk-Treasurer shall be deemed to be the officer of the City, as set forth in Minnesota Statutes, Chapter 466, and shall be entitled to the immunities and protections available to officers in Chapter 466.

6. Office and Equipment

The City will provide to Slater-Schulte a furnished office located at City Hall, together with phone and internet service and the assistance of existing staff.

7. Indemnification.

The City shall defend and indemnify Slater-Schulte from claims brought against them arising from actions by Slater-Schulte within the course and scope of the services described herein, to the extent that insurance coverage is available and provided for any claim assured through the City's current insurance with the League of Minnesota

Insurance Trust. It is the parties' intent that claims against Slater-Schulte shall be governed by Minnesota Tort Claims Act, Minnesota Statutes Chapter 466. Nothing herein shall be construed to provide insurance coverage or indemnification for claims caused by malfeasance in office, willful neglect of duty, or bad faith. This agreement does not constitute a waiver on the limitation of liability set forth in Minnesota Statutes, Section 466.04.

8. Governing Law/Jurisdiction

This Agreement is made and entered into in the State of Minnesota and shall be governed and construed in accordance with the Laws of Minnesota, without regard to its conflict of laws and principles. The parties also agree that any dispute between the parties shall be resolved in the courts of Minnesota, and each party consents to the exercise of personal jurisdiction by the courts of Minnesota and expressly waives any argument of forum non conveniens.

9. Non-Waiver

The waiver by a party of a breach of any provision of this Agreement shall not operate to waive any subsequent breach or as a waiver of any other provision of this Agreement.

10. Complete Agreement: Modification

This Agreement represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. Any modification of this Agreement shall be ineffective and unenforceable unless it is in writing and signed by both parties.

11. Conflict of Interest.

Slater-Schulte covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of her services pursuant to this Agreement.

Both parties are in agreement of the above contract and have caused it to be in affect by their Signatures below.

CITY OF, MN

Dated: This \_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_ Mayor

BY: \_\_\_\_\_ Administrator \_\_\_\_\_

Shirley Slater-Schulte

## **AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the City of Arlington , a Municipal Corporation, hereinafter referred to as the "City" and Amy Newsom, hereinafter referred to as the "Consultant".

### **I. DEFINITIONS**

- A. City – The "City" shall be defined as the City of Arlington , a Municipal corporation.
- B. Consultant – The "Consultant" shall be defined as Amy Newsom.
- C. Consulting Economic Development Services – "Consulting Economic Development Services" shall be defined as consulting services relating to business, community, and economic development for the City of Arlington .
- D. Hourly Rate - The "Hourly Rate shall be set at \$75 per hour. The Consultant shall be paid an hourly rate of \$75 with a maximum of 35 hours per month which will be billed to the City on a Monthly basis starting November 30, 2022.

### **II. SCOPE OF SERVICES AND FEES**

The Consultant will work with the development applicants, City staff, City Consultants, the Economic Development Authority and the City Council, and others on various economic development projects which may include, at the City's direction, those outlined below. It is the intent of this agreement that there will be a close cooperative working relationship between the Consultant and the City.

Basic services and fees shall include:

- A. The Consultant shall work with the City and EDA to prioritize Economic Development projects and shall be available to facilitate various projects which may include some of the following, as directed by the City/EDA:
  - Staff liaison for EDA
  - Attend all EDA meetings, at least one per month
  - Work as directed on projects by EDA and City Council
  - Provide agendas and minutes for EDA
  - Work with EDA and Council on duties/planning/goals for EDA and businesses
  - Business contact for City of Arlington projects or as directed by EDA or City Administrator
  - Arlington specific business training or support could be developed if requested

- Reporting on a regular basis to Council on EDA work, could be monthly updates, etc.
- Economic development strategic planning
- Financial packaging – working with local, state, regional and federal programs to assist Arlington businesses
- Grant writing and administration for the Arlington EDA
- Coordination of programs including business education (Coordination with Chambers of Commerce), Manufacturers' Week activities, etc. that are specific to the City of Arlington
- Commercial and industrial business recruitment for the City
- Identification of potential marketing opportunities for the Arlington EDA
- Coordination with other agencies specific to City programs and projects

#### **B. Payment for Services**

Payment for services shall be made directly to the Consultant after completion of services upon the presentation of claim in the manner provided by law for payment of claims against the City.

- The Consultant shall invoice the City monthly.
- The Consultant may provide additional assistance in conjunction with specific projects as authorized by the City on an hourly basis.

### **III. RESPONSIBILITIES**

- A. The Consultant shall respond to inquiries from the City or development applicants in a timely fashion, generally within twenty-four (24) business hours.
- B. The Consultant shall provide office space for consulting services provided off-site.

#### **Independent Contractor**

Nothing contained in this Agreement is intended or should be construed as creating the relationship of copartners or joint ventures within the Consultant or the City.

#### **Hold Harmless**

Each Party agrees it will defend, indemnify and hold harmless the other party, its officers and employees against any and all liability, loss, costs, damages and expenses which the other party, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the obligations imposed pursuant to this contract.

#### **Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

**Records-Availability and Retention**

The Consultant agrees that the City, the State Auditor, or any of the Consultant’s duly authorized representatives at any time during normal business hours and as often as then may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Consultant and involve transactions relating to this Agreement.

The Consultant will maintain these records for a minimum of seven years.

**MISCELLANEOUS PROVISIONS**

- A. Assignment. Neither party hereto may assign, pledge or transfer their interest, obligation and responsibilities under and pursuant to this Agreement, without the other party's prior written consent. The Consultant intends to provide economic development consulting services staff, Amy Newsom. The assignment of consulting services to another individual will not occur without the consent of the City.
- B. Right of Termination. The City may terminate this Agreement upon thirty (30) days written notice to the Consultant. The Consultant may terminate this agreement upon thirty (30) days written notice to the City. In such event, the City will pay the Consultant for all billable hours provided by the Consultant and all approved reimbursable expenses up to the date of termination.
- C. Binding Effect. This Agreement shall inure to the benefit of and is binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
- D. Amendments. This Agreement can be amended only in writing signed by both parties.

**TERM OF AGREEMENT**

This Agreement covers the period beginning \_\_\_\_\_, 2022 through December 31, 2023. This agreement shall renew for successive one-year terms unless terminated by either of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand as of the date first written above.

Dated: \_\_\_\_\_, 2022

CONSULTANT

BY: \_\_\_\_\_  
Amy Newsom

Dated: \_\_\_\_\_, 2022

CITY OF Arlington

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk





## **AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the City of Arlington, a Municipal Corporation, hereinafter referred to as the "City" and Philip D Mangis III, hereinafter referred to as the "Consultant".

### **I. DEFINITIONS**

- A. City – The "City" shall be defined as the City of Arlington, a Municipal corporation.
- B. Consultant – The "Consultant" shall be defined as Philip D Mangis III.
- C. Consulting Planning and Zoning Services – "Consulting Planning and Zoning Development Services" shall be defined as consulting services relating to business, zoning services, city, zoning and community planning, permitting process, permit enforcement, policy creation and amending for the City of Arlington.
- D. Hourly Rate - The "Hourly Rate shall be set at \$50 per hour. The Consultant shall be paid an hourly rate of \$50 with a maximum of 35 hours per month which will be billed to the City on a Monthly basis starting November 30, 2022.

### **II. SCOPE OF SERVICES AND FEES**

The Consultant will work with the development applicants, City staff, City Consultants, the Economic Development Authority and the City Council, and others on various economic development projects which may include, at the City's direction, those outlined below. It is the intent of this agreement that there will be a close cooperative working relationship between the Consultant and the City.

Basic services and fees shall include:

- A. The Consultant shall work with the City and Planning and Zoning to prioritize Planning and Zoning Development projects and shall be available to facilitate various projects which may include some of the following, as directed by the City/Planning and Zoning:
  - Staff liaison for Planning and Zoning Department.
  - Attend all Planning and Zoning meetings, at least one per month
  - Work as directed on projects by Planning and Zoning and City Council
  - Provide agendas and minutes for Planning and Zoning
  - Work with Planning and Zoning and Council on duties/planning/goals for Planning and Zoning and the City

- City Planner contact for City of Arlington projects or as directed by Planning and Zoning or City Administrator
- Arlington specific planning training or support could be developed if requested
- Reports to Council on Planning and Zoning work, when needed.
- City of Arlington strategic planning
- Working with local, state, regional and federal programs to assist Arlington growth
- Grant writing and administration for the Arlington Planning and Zoning Department

**B. Payment for Services**

Payment for services shall be made directly to the Consultant after completion of services upon the presentation of claim in the manner provided by law for payment of claims against the City.

- The Consultant shall invoice the City monthly.
- The Consultant may provide additional assistance in conjunction with specific projects as authorized by the City on an hourly basis.

**III. RESPONSIBILITIES**

A. The Consultant shall respond to inquiries from the City or development applicants in a timely fashion, generally within twenty-four (24) business hours.

B. The Consultant shall provide office space for consulting services provided off-site.

**Independent Contractor**

Nothing contained in this Agreement is intended or should be construed as creating the relationship of copartners or joint ventures within the Consultant or the City.

**Hold Harmless**

Each Party agrees it will defend, indemnify and hold harmless the other party, its officers and employees against any and all liability, loss, costs, damages and expenses which the other party, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the obligations imposed pursuant to this contract.

**Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

**Records-Availability and Retention**

The Consultant agrees that the City, the State Auditor, or any of the Consultant's duly authorized

representatives at any time during normal business hours and as often as then may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Consultant and involve transactions relating to this Agreement.

The Consultant will maintain these records for a minimum of seven years.

### **MISCELLANEOUS PROVISIONS**

- A. Assignment. Neither party hereto may assign, pledge, or transfer their interest, obligation, and responsibilities under and pursuant to this Agreement, without the other party's prior written consent. The Consultant intends to provide planning and zoning development consulting services staff, Philip D Mangis III. The assignment of consulting services to another individual will not occur without the consent of the City.
- B. Right of Termination. The City may terminate this Agreement upon thirty (30) days written notice to the Consultant. The Consultant may terminate this agreement upon thirty (30) days written notice to the City. In such event, the City will pay the Consultant for all billable hours provided by the Consultant and all approved reimbursable expenses up to the date of termination.
- C. Binding Effect. This Agreement shall inure to the benefit of and is binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.
- D. Amendments. This Agreement can be amended only in writing signed by both parties.

### **TERM OF AGREEMENT**

This Agreement covers the period beginning \_\_\_\_\_, 2022 through December 31, 2023. This agreement shall renew for successive one-year terms unless terminated by either of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand as of the date first written above.

Dated: \_\_\_\_\_, 2022

CONSULTANT

BY: \_\_\_\_\_

Philip D Mangis III

Dated: \_\_\_\_\_, 2022

CITY OF Arlington

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

# PROPOSAL

October 14, 2022

City of Arlington  
City Administrator Search  
204 West Shamrock Dr.  
Arlington, MN 55307

RE: Executive Search for a City Administrator

Dear Mayor and City Council:

South Central Service Cooperative (SCSC) appreciates the opportunity to present this proposal to the City of Arlington for Executive Search Services. SCSC's highly skilled staff has many years of collective experience in all aspects of local government.

## GENERAL BACKGROUND

Since 1976, South Central Service Cooperative has been facilitating programs and services between local governments and school districts across south central Minnesota. We work with these entities in the nine-county region on projects or contracted services that help promote cooperation by pooling human and financial resources. We believe services are most efficient and cost effective when implemented at a regional level rather than a "one size fits all approach," which may occur when mandates are managed at the state and federal levels. Facilitating services regionally creates economies of scale and maintains a consistency in the process that positively affects local governments and school districts.

## EXPERIENCED LEADERSHIP

Mike Humpal, CEcD, Manager of Local Government Solutions, will serve as team leader for the City of Arlington. Mike has a Bachelor of Science and master's degree in Public Administration, along with being a certified Economic Developer. Mike has more than 30 years of local government experience, including 18 years as an Assistant City Administrator and City Administrator responsible for hiring senior management for the City of Fairmont. Mike is assisted by SCSC team members: Wendell Sande, Director, Insurance Services Director, Advisory Services; Hannah Keltgen, Manager of Wellness and Marketing Communications; Roberta Jensen, Marketing Communications Specialist; Crista Krosch, Marketing Communications Support; and Mackenzie Quigley, Marketing Communications Intern.

## RECENT SEARCHES

---

City of Blue Earth (multiple)	City of Madison Lake (multiple)	City of Waseca
City of Byron	City of Mountain Lake	City of Wells (multiple)
City of Claremont	City of New Richland	City of Winnebago (multiple)
City of East Gull Lake	City of New Ulm Public Works	Faribault County Development Corporation
Freeborn, CO *	City of St Charles *	
City of Gaylord	City of Tracy (multiple)	
City of Lake Crystal (multiple)	City of Truman	

(\* denotes In Process)

## INTERIM ADMINISTRATOR/MANAGEMENT PLACEMENTS

---

City of Blue Earth	City of Madison Lake (multiple)
City of Eagle Lake	City of Sherburn
City of Fairmont	City of Winnebago
City of Lake Crystal	City of Mountain Lake

## PROJECT SCOPE

- ❖ Meet with Arlington city staff and council to provide an overview of the search process
- ❖ Meet with mayor, city council and staff to create a profile for the new administrator, a job description, and set of goals
- ❖ Create a search calendar and timeline
- ❖ Recruit candidates for the position
- ❖ Receive and process applications
- ❖ Provide for the preliminary and final screening, make recommendation for interview of candidates
- ❖ Assist the city council with the interview process
- ❖ Meet with the city council to facilitate the decision on the new city administrator and develop a contract for the position as needed
- ❖ Provide mentoring to the new city administrator

## SERVICES

1. SCSC will provide the city council with an overall strategy and recruitment process for the city administrator.
2. SCSC will develop a job announcement, community profile, and advertisement for the position with professional organizations whose focus is local government. SCSC staff will also reach out to individuals within the field to make them aware of the open position and search process.
3. SCSC will promote the open position on select job placement sites e.g., Association of Minnesota Counties, League of Minnesota Cities, Iowa and Wisconsin Leagues of Cities, and (ICMA International City managers Association) and through social media (e.g.,

PROPOSAL FOR THE CITY OF ARLINGTON

Facebook, LinkedIn).

- 4. SCSC staff will complete a review of the applications, provide for a leadership management assessment, complete reference checks, and criminal background history.
- 5. SCSC will provide five candidates to the city council with the goal of interviewing the top four candidates. The fifth candidate will be an alternate in case one drops out. Each member of the council will receive a profile folder with all the pertinent information about the top four candidates for review in advance of the interviews.
- 6. SCSC will arrange and attend a public meet and greet of the candidates allowing the city council, staff, and community members the opportunity to meet the candidates before the interview process begins.
- 7. At the direction of the city council and in cooperation with the Arlington City Attorney, SCSC will present an employment agreement and negotiate with the chosen candidate.

**PROPOSED TIME AND COST ALLOCATION**

South Central Service Cooperative proposes to complete this executive search as outlined not to exceed \$11,150.00\*. This fee includes:

**Executive Search Time / Cost Allocation:**

- Initial meeting with council search committee
  - Create application packet and announcement documents
  - Review and rank applications
  - Call references for top five candidates
  - Call/Virtual meeting with top five candidates perform management/ leadership assessment
  - Includes prep time and summarize all background checks
  - Meet and greet
  - Interviews and city council closed session
  - Contract negotiations includes all discussions with city attorney and candidate
  - Administrative and Marketing Communication’s Staff time
  - Travel
- 90 hours x \$85.00 = \$7,650.00

**Additional Cost Allocations:**

- Arrange for a leadership-management assessment.
- Staff time contingency
- Background checks
- Publication and advertising
- Printed materials council binders

\$ 2,500.00

**TOTAL**

**\$ 10,150.00**



## PROPOSAL FOR THE CITY OF ARLINGTON

\*Two-year Timeframe: if another executive search is required within two years, SCSC will complete the search at no additional fee.

### REFERENCES

Please feel free to contact the following regarding their experience working with SCSC on their recent city administrator searches:

**Rob Mason**, City Administrator (Retired), City of East Gull Lake, MN / 218-828-9279

**David Braun**, Mayor, City of Wells, MN / 507-327-9840

**Dawn Kratzke**, Mayor, City of Gaylord, MN / 507-237-2338

**Daryl Glassmaker**, Mayor, City of Byron, MN / 507-273-1680

I look forward to speaking with you regarding the Executive Search for the City of Arlington. Please do not hesitate to contact me for questions or clarification.

Respectfully,



Mike Humpal, CEcD  
Manager, Local Government Solutions  
*South Central Service Cooperative*

---

2075 Lookout Drive  
North Mankato, MN 56003  
Mobile: 507-236-7651  
**[mhumpal@mncsc.org](mailto:mhumpal@mncsc.org)**













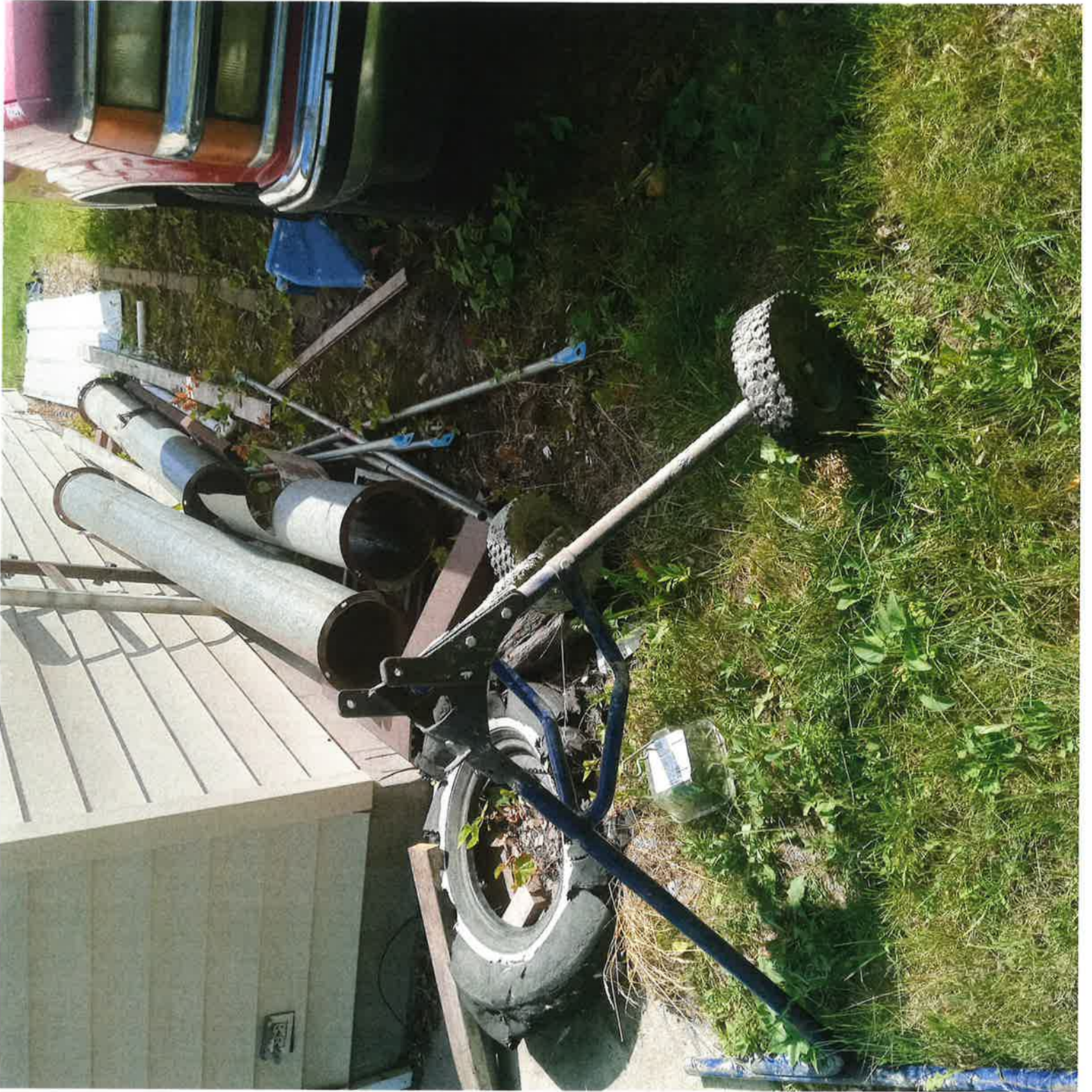
Explore Minnesota.com  
**BUF 811**  
APR 10,000 lakes



10000LAKES













# **Arlington Police Department**

Glenn Gerads, Chief of Police

108 4<sup>th</sup> Ave. NW  
Arlington, MN 55307  
Office: (507) 964-5200

## **WARNING NOTICE CITY CODE VIOLATIONS (LAWN CARE, REFUSE, VEHICLES/PARKING, OUTDOOR STORAGE)**

This notice is given to the following:

Erik Lindemeier  
*Property Owner Name*

September 1, 2022  
*Date of Warning Notice*

307 7<sup>th</sup> Ave. NW  
*Mailing Address (Street or PO Box)*

**307 7<sup>th</sup> Ave. NW , Arlington, MN**  
*Property Violation Street Address*

Arlington, MN 55307  
*City, State, and Zip Code*

You are hereby notified that your property, listed above, is in violation of the City's Code of Ordinances. The following violations were noted: *Refuse control and Unregistered/inoperable vehicle parking.*

You are hereby directed to take the following action to correct these Code violations: Update the registration on the vehicles or get them out of public view and properly dispose of all of the refuse.


You will have 14 days from the date of this notice to get your property into compliance with the City Code of Ordinances. If you fail to take the proper action within the allotted time, you may be charged with a Misdemeanor Violation of City Code, with possible penalties as set out in said code and/or city fee schedule. If you feel you need more time, please contact me to discuss a possible extension period.

Thank you for your cooperation.

Glenn Gerads  
Chief of Police

Enclosures

**ADMINISTRATIVE CITATION**

State of Minnesota		Citation #: 01 2022000020			
County Name:		Sequential Citations ___ of ___			
City/County:		Classification: <input checked="" type="checkbox"/> DL <input type="checkbox"/> DVS Web <input type="checkbox"/> Photo ID <input type="checkbox"/> FP <input type="checkbox"/> Other			
Plate Number:		<input checked="" type="checkbox"/> MN <input type="checkbox"/> CDL State ___			
Plate: 95D70542918					
Name: First Middle Last Suffix					
Name: Roger Lindemeier					
Address - Street, Apt #					
7 7th Ave Nw					
City		State		Zip	
Arlington		MN		55307-9544	
DOB	Height	Weight	Eyes	Gender	
05/1969	600	290	BRO	M	
<input type="checkbox"/> Juvenile Court	Parent or Guardian's Name:			<input type="checkbox"/> Same address as juvenile	
Offense: Circle One R. JPO, DEL	Relationship to Child:				
Address:					
Vehicle Lic. No.	Plate Year	State	Make	Style <input type="checkbox"/> 16+ pass.	Color
Passenger Vehicle					
Date of Offense			Time of Offense		
08/2022			1548 hrs		
<input type="checkbox"/> Endangering Life or Property*		<input type="checkbox"/> Commercial Veh.		<input type="checkbox"/> Hazardous Mat (DOT)	
Court appearance required if checked		DOT#		#LBS Overweight: ___	
Driver	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Passenger	<input checked="" type="checkbox"/> Citee	<input type="checkbox"/> Parked	
Offense Location		Circle One: City/County/Township/Other			
7 7th Ave		Of: Arlington			
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Distance: Inadequate Refuse Control or Removal	6.07.ORD				
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
AC Taken-AC: ___ Test Type: <input type="checkbox"/> Breath <input type="checkbox"/> Blood <input type="checkbox"/> Urine <input type="checkbox"/> Other <input type="checkbox"/> Refused					
<input type="checkbox"/> Fingerprinted	<input type="checkbox"/> Defendant In Custody	Species/Number	Total Wildlife Restitution \$		
		0			
<b>this is a payable citation, you must pay the amount owed or schedule appearance within 30 days from the date the citation is filed with the court. See the back of this citation for more information.</b>					
Officer Name(s)		Officer No(s)		Prosecutor	
Ron Lenertz		303			
Controlling Agency (CAG)		How Issued		Date Issued	
V0720100		<input checked="" type="checkbox"/> In Person <input type="checkbox"/> Mailed <input type="checkbox"/> Left at Scene		09/29/2022	
Agency Name: Arlington Police Department			CN/ICR#: 22000839		

72 01 2022000020


To find out if your citation is payable without a court appearance, how much to pay, or to pay your fine, choose one of the following methods:

- **By Phone:** Call the Arlington Police Department at 507-964-5200
- **In Person:** Go to the Arlington Police Department at 108 4th Ave. NW during the hours of 09:00 AM to 04:00 PM

ADMINISTRATIVE CITATION

2.22.2.1

OFFICER COPY - PAGE 2

State of Minnesota		Citation #: <b>72 01 2022000020</b>			
County Name: Sibley County		Sequential Citations ___ of ___			
Identification: <input checked="" type="checkbox"/> DL <input type="checkbox"/> DVS Web <input type="checkbox"/> Photo ID <input type="checkbox"/> FP <input type="checkbox"/> Other					
DL Number: <b>E495070542918</b>		<input checked="" type="checkbox"/> MN <input type="checkbox"/> CDL State ___			
Name: First Middle Last Suffix <b>Erik Roger Lindemeier</b>					
Address - Street, Apt # <b>307 7th Ave Nw</b>					
City: <b>Arlington</b>		State: <b>MN</b>		Zip: <b>55307-9544</b>	
DOB: <b>06/05/1969</b>	Height: <b>600</b>	Weight: <b>290</b>	Eyes: <b>BRO</b>	Gender: <b>M</b>	
<input type="checkbox"/> Juvenile Court		Parent or Guardian's Name:		<input type="checkbox"/> Same address as juvenile	
Offense, Circle One: <b>TR, JPO, DEL</b>		Relationship to Child:			
Address:					
Veh. Lic. No.	Plate Year	State	Make	Style <input type="checkbox"/> 16+ pass.	Color
Date of Offense: <b>3/18/2022</b>			Time of Offense: <b>1548 hrs</b>		
<input type="checkbox"/> Endangering Life or Property*		<input type="checkbox"/> Commercial Veh.		<input type="checkbox"/> Hazardous Mat (DOT)	
*Court appearance required if checked		DOT#		#LBS Overweight:	
<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Passenger	<input checked="" type="checkbox"/> Citee	<input type="checkbox"/> Parked	
Offense Location: <b>307 7th Ave</b>		Circle One: City/County/Township/Other Of: <b>Arlington</b>			
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Ordinance: <b>Inadequate Refuse Control or Remo</b>	<b>6.07.ORD</b>				
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
Offense Description	Statute/Ordinance	<input type="checkbox"/> 3rd Violation	PM,M,GM		
<input type="checkbox"/> AC Taken-AC: ___ Test Type:		<input type="checkbox"/> Breath <input type="checkbox"/> Blood <input type="checkbox"/> Urine <input type="checkbox"/> Other <input type="checkbox"/> Refused			
<input type="checkbox"/> Fingerprinted	<input type="checkbox"/> Defendant In Custody	Species/Number	Total Wildlife Restitution \$		
		<b>0</b>			
<b>If this is a payable citation, you must pay the amount owed or schedule an appearance within 30 days from the date the citation is filed with the court. See the back of this citation for more information.</b>					
Officer(s) Name(s): <b>Jason Lenertz</b>		Officer No(s): <b>303</b>		Prosecutor	
Controlling Agency (CAG): <b>MN0720100</b>		How Issued: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> Mailed <input type="checkbox"/> Left at Scene		Date Issued: <b>09/29/2022</b>	
Agency Name: <b>Arlington Police Department</b>			CN/ICR#: <b>22000839</b>		

72 01 2022000020

Citation Number: \_\_\_\_\_  
 Road Conditions: N/A  
 Visibility: N/A  
 Weather Conditions: Clear  
 Additional Vehicle Info:  
 Motorcycle: N Commercial: N Hazmat: N  
 Additional Violation Info:  
 Disobey Device: N/A  
 ID Method: DL  
 Number of Passengers: N/A  
 Radar Info: N/A

Officer Comments:

Summary:



# ARLINGTON POLICE DEPARTMENT

## INCIDENT REPORT

<b>ICR#</b> 22000950	<b>AGENCY ORI#</b> MN0720100	<b>JUVENILE:</b>
<b>Reported:</b> 09-20-2022 1139 <b>Committed Start:</b> <b>Committed End:</b> <b>Title:</b> City Ordinance <b>Short Description:</b> Parking complaint. <b>Summary:</b> Parking and junk vehicle complaint. <b>Location(s)</b> <b>Address:</b> 307 7TH AVE NW <b>City:</b> ARLINGTON <b>State:</b> MN <b>Zip:</b> 55307 <b>Country:</b> US		
<b>Officer Assigned:</b> Gerads, Glenn <b>Badge No:</b> 301 <b>Primary:</b> Yes		
<b>Involvement:</b> Property Owner <b>Name:</b> Lindemeier, Erik Roger <b>Age:</b> 53 <b>Address:</b> (Residence) 307 7th Ave NW <b>City:</b> Arlington <b>State:</b> MN <b>Zip:</b> 55307 <b>Country:</b>		

<b>Supplemental Report</b>	
<b>ICR:</b> 22000950	<b>Last Modified:</b> 10-12-2022 1702
<b>Title:</b> Gerads-Main	<b>Created By:</b> Glenn Gerads
<p>On 09/20/2022 I received a complaint of a junk vehicle blocking the sidewalk as well as an unlicensed vehicle in public view. There was also garbage around the property. Photographs were taken and added to the case. A warning letter was sent for both the vehicles and the garbage on 09/01/2022 by Officer Lenertz. Officer Lenertz also verified the issue was not taken care as stated in the letter.</p>	
Glenn Gerads	





09/20/2022 11:13







09/20/2022 11:15







307

09/20/2022 11:15







09/20/2022 11:18







09/20/2022 11:20





09/20/2022 11:20







Nuisance Complaint Recording Form

Nuisance Complaint

Date Received: 9/21/32 By: Green

Source: Phone: \_\_\_\_\_ Letter: X Personal: \_\_\_\_\_

Location of Complaint: 124 Henderson Rd

Nature of Complaint: Northland - Small. 1st day in a long time can hear windows open & here we go AGAIN. Enough is. Enough my truck is covered in a nasty film also. Haven't driven it since Monday night not sure when that happened again!

Complainant: Amy Berger / Stacy Hordst Petition: \_\_\_\_\_

Address: 124 Henderson Rd Telephone No.: \_\_\_\_\_

Assigned To (initials)

Department: \_\_\_\_\_

Person: \_\_\_\_\_

Disposition and Log of Events: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Inventory of Items Present in Violation of Ordinance: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Time Required to Resolve Complaint: \_\_\_\_\_

\_\_\_\_\_

send to Coc!

over



Nuisance Complaint Recording Form

Nuisance Complaint

Date Received: 9/28/22 By: Green

Source: Phone: 607 Letter: Personal: X

Location of Complaint: Northland Drying

Nature of Complaint:

Smell of factory makes living in Arlington miserable!! I can't open my windows without feeling sick when the smell is on our end of town. Literally makes me feel like I don't want to live here anymore after 20+ years! I like to exercise in town, but don't enjoy it when it smells.

Complainant: Jodi Anderson Petition:

Address: 505 Lynch St. Arlington, MN 55307 Telephone No.:

Assigned To

Department:

Person:

Disposition and Log of Events:

[Empty lines for Disposition and Log of Events]

Inventory of Items Present in Violation of Ordinance:

[Empty line for Inventory of Items Present in Violation of Ordinance]

Date:

Time Required to Resolve Complaint:

Permission Given to Share with Council.

# Nuisance Complaint Recording Form

## Nuisance Complaint

Date Received: Oct. 3, 2022 By: Gwen

Source: Phone: \_\_\_\_\_ Letter: \_\_\_\_\_ Personal: X

Location of Complaint: Northland Drying

Nature of Complaint: Northland Drying - Dog factory

The smell everyday through the week is so strong. I have never been able to have my windows open. The smell makes me sick to my stomach. The sound is so loud also. I haven't enjoyed being outside due to the noise and smell. I would of never moved here if I had known these issues.

Complainant: Amy Sutherland Petition: \_\_\_\_\_

Address: 216 Frenzel Drive Telephone No.: \_\_\_\_\_  
Arlington, MA

Assigned To OK to share with council

Department: \_\_\_\_\_

Person: \_\_\_\_\_

Disposition and Log of Events: \_\_\_\_\_

Inventory of Items Present in Violation of Ordinance: \_\_\_\_\_

Date: \_\_\_\_\_

Time Required to Resolve Complaint: \_\_\_\_\_

Nuisance Complaint Recording Form

Nuisance Complaint

Date Received: 10.12.20 By: Kusmeehop RN OCA

Source: Phone: Letter: Personal:

Location of Complaint: Northland drying (dog food plant)

Nature of Complaint:

As an RN in Oncology "Cancer" I am VERY concerned with the pollutants placed into the air and the quality of our air we breath. Without a doubt a huge concern with threatened increase in Lung Cancer and Lymphomas not to mention the

Complainant: Address: Pollutents placed in the land fill and jeopardizing our ground water! Therefore, a BIG RISK of increased pancreatic, bladder cancers!

Assigned To: Department: At the hospital we pipe in fresh air. On the days the wind blowing our direction it

Person: Disposition and Log of Events: STINKS like their factory! No longer fresh clean air! It's intoxicating. Nurses c/o headaches and nausea!

Finally... Allergens from all the smoke. The ground MUST Be Cleaned up and the Air Quality in our town improved!!

Inventory of Items Present in Violation of Ordinance:

Date:

Time Required to Resolve Complaint:

# Nuisance Complaint Recording Form

## Nuisance Complaint

Date Received: 9-30-2022 By: \_\_\_\_\_

Source: Phone: \_\_\_\_\_ Letter: \_\_\_\_\_ Personal: \_\_\_\_\_

Location of Complaint: Northland drying

Nature of Complaint: Smell & poor air quality!, unable to open our home windows for fresh air on cool nights due to horrible smell. I am receiving chemotherapy and the smell-air quality of our community makes me nauseous! We have lived in our home for 18 years and are now unable to enjoy the simple act of opening windows for fresh air!

Complainant: Joann Meyer Petition: \_\_\_\_\_

Address: 309 Meadowlark Ln Arlington Telephone No.: \_\_\_\_\_

Assigned To \_\_\_\_\_

Department: \_\_\_\_\_

Person: \_\_\_\_\_

Disposition and Log of Events: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Inventory of Items Present in Violation of Ordinance: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Time Required to Resolve Complaint: \_\_\_\_\_

\_\_\_\_\_

# Nuisance Complaint Recording Form

## Nuisance Complaint

Date Received: 10-5-2022 By: \_\_\_\_\_

Source: Phone: \_\_\_\_\_ Letter: \_\_\_\_\_ Personal: \_\_\_\_\_

Location of Complaint: Northland drying

Nature of Complaint: Between issues with the horrible smell and the vibrating feeling given off by the plant I had no choice but to move out of Arlington Ave. I was previously living at 124 Henderson Road. If these issues had been dealt with I would not have moved.

Complainant: Bonley Hoechst Petition: \_\_\_\_\_

Address: 237 6<sup>th</sup> Ave N Braunton Telephone No.: \_\_\_\_\_  
55312

Assigned To \_\_\_\_\_

Department: \_\_\_\_\_

Person: \_\_\_\_\_

Disposition and Log of Events: \_\_\_\_\_

Inventory of Items Present in Violation of Ordinance: \_\_\_\_\_

Date: \_\_\_\_\_

Time Required to Resolve Complaint: \_\_\_\_\_



Nuisance Complaint Recording Form

Nuisance Complaint

Date Received: 10-10-22 By: Jo Meyer

Source: Phone: Letter: Personal:

Location of Complaint: Northland drying

Nature of Complaint:

I have great concern with the disposal/dumping of Northlands spent Silos and dumpsters! I was horrified that they are dumped in an open field! (1) If a child was to climb into one of those spent vessels and get hurt or in-trapped within, (One would hope that we

care for the well are of the children in our community, then what Northland is demonstrating!)

2) what is the harm to air water quality with the dumping of the spent vessels?

For the sake of our children lets not wait for tragedy to strike!

Inventory of Items Present in Violation of Ordinance:

Date:

Time Required to Resolve Complaint:



RECEIVED

OCT - 3 1994

### Nuisance Complaint Recording Form

## Nuisance Complaint

Date Received: 10/3/92 By: Bruen

Source: Phone: \_\_\_\_\_ Letter: \_\_\_\_\_ Personal: dropped off

Location of Complaint: \_\_\_\_\_ in drop box

Nature of Complaint: \_\_\_\_\_

The disturbing smell from the dog food plant.

Complainant: Karen Baumann Petition: \_\_\_\_\_

Address: 506 Lynch St. Arlington Telephone No.: \_\_\_\_\_

Assigned To \_\_\_\_\_

Department: \_\_\_\_\_

Person: \_\_\_\_\_

Disposition and Log of Events: \_\_\_\_\_

Inventory of Items Present in Violation of Ordinance: \_\_\_\_\_

Date: \_\_\_\_\_

Time Required to Resolve Complaint: \_\_\_\_\_

Permission given to share with Council.

Nuisance Complaint Recording Form

Nuisance Complaint

Date Received: 10-5-2022

By:

Source: Phone:

Letter:

Personal:

Location of Complaint:

Northland drying

Nature of Complaint:

Staff can smell inside hospital

and we are unable to filter air out in

infusion it is very apparent when the smell

is in the hospital staff and patients can

smell it.

Complainant:

Bekah Atkins (RN)

Petition:

Address:

Telephone No.:

Assigned To

Department:

Person:

Disposition and Log of Events:

Inventory of Items Present in Violation of Ordinance:

Date:

Time Required to Resolve Complaint: