



**ARLINGTON CITY COUNCIL
MEETING AGENDA
March 20, 2023, 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. Citizens Addressing the Council

CONSENT AGENDA

5. Approval of Consent Agenda
 - A) Approval of Bills
 - B) December 8, 2022, Event Center Meeting Minutes
 - C) February 13, 2023, EDA Meeting Minutes
 - D) March 6, 2023, City Council Meeting Minutes

PETITIONS, REQUESTS & COMMUNICATIONS

6. March 9, 2023, Event Center Meeting Minutes-Unapproved

7. Withdraw of EDA Childcare Loan Application from Gwen Scharpe

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

8. February Fire Department Report- Fire Chief Doug Mackenthun
9. February Police Department Report-Police Chief Glenn Gerads
 - Approval of six-month review of Officer Brandon Legg and pay increase to \$27/hr
10. February People Service Report
 - Approve LED lighting quote from The Retrofit Companies in the amount of \$4000 for the Wastewater Treatment Facility for Lighting Upgrade
11. Interim City Administrator Update- Shirley Slater-Schulte
 - Approval of extra hours worked
 - Review of Finance Position/Update on Job Description
12. Attorney Janssen Update
 - Code of Ethics Presentation

ORDINANCES AND RESOLUTIONS

13. Approve Resolution 13-2023 A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ARLINGTON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

UNFINISHED BUSINESS

NEW BUSINESS

14. Approve recommendation to hire SafeBasements of Minnesota Inc. to complete basement work at the Arlington Library for \$10,500.
 - Innovative Basement Authority- \$24,786.34
 - SafeBasements of Minnesota Inc- \$10,500.00

15. Approve Purchase of JRB416 Hitch with Bolt on Plate Attachment for New Snowblower to Attach to Current Loader at \$4125
16. Personnel Committee's Determination on Citizen's Complaint against Councilman Thomes
17. Closed Session-Citizen's Complaint against Interim City Administrator Shirley Slater-Schulte
18. Re-open Meeting

MISCELLANEOUS BUSINESS

ADJOURNMENT

Reminders:

- March 21 at 5:30 pm-Council Workshop
- March 29 at 6:30 pm-Fire Relief
- April 3 at 6:30 pm-Council Meeting
- April 6 at 7 pm-P & Z Meeting

***Check Summary Register©**

MARCH 2023

Name	Check Date	Check Amt	
10150 Cash			
UnPaid	BOLTON & MENK, INC.	\$10,104.38	WTP REHAB, PAVEMENT, MISC ENG.
UnPaid	CIRCLE F FARMS	\$750.00	MAR. 6th SNOW HAULING
UnPaid	CITY OF ARLINGTON	\$504.95	AMB- NEW GAS CARD (DOLLAR GENERAL)
UnPaid	COORDINATED BUSINESS SYST	\$423.53	FEB- CITY PHONE BILLS
UnPaid	CREATIVE AD SOLUTIONS, INC.	\$1,086.47	REPLACEMENT 'BUCK THOMES' PLAQUE
UnPaid	DANIEL HUGHES	\$234.00	REIMB- 1st QTR PHONE & WORK BOOTS
UnPaid	EMERGENCY MEDICAL TRAININ	\$1,200.00	AMB- EMT CLASS FEE (A.DOEHLING)
UnPaid	EMMAS BAKERY & EATS	\$97.56	FOOD- TWP MTG, CAND.EVENT, TRAINING
UnPaid	EVOLUTION SHIRTS	\$776.33	AMB- CLOTHING
UnPaid	FillMeUp	\$1,533.29	FEB- FUEL
UnPaid	FRANKLIN PRINTING	\$90.53	D.MATHWIG AWARD PLAQUE
UnPaid	gWORKS	\$352.00	ANNUAL - PUBLIC ALERT SUBSCRIPTION
UnPaid	GRIDOR CONSTRUCTION, INC.	\$75,538.90	WTP REHAB- PMT #11
UnPaid	JERRY'S HOME QUALITY FOODS	\$86.86	MARCH- SNACKS & SUPPLIES
UnPaid	JUNIOR LIBRARY GUILD	\$937.66	LIBRARY- ANN. MATERIAL SUBSCRIPTIONS
UnPaid	KIRBY WECKWORTH	\$120.00	REIMB- 1st QTR PHONE ALLOW
UnPaid	LINDE GAS & EQUIP	\$403.75	FEB- AMB. OXYGEN
UnPaid	LOFFLER	\$344.79	FEB- COPIER MAINT (OFFICE, PD, LIB)
UnPaid	MN BUREAU OF CRIMINAL	\$75.00	PD TRAINING- C.CAMPBELL
UnPaid	MN DEPT. OF COMMERCE	\$419.23	QTRLY ELEC ASSMTS
UnPaid	MN DEPT OF HEALTH	\$2,075.00	1st QTR WATER CONNECTION FEES
UnPaid	MN MUNICIPAL POWER AGENCY	\$144,323.78	FEB- ENERGY
UnPaid	MN POLLUTION CONTROL AGEN	\$1,450.00	ANNUAL WWTP PERMIT
UnPaid	MORRIS ELECTRONICS	\$347.00	PD SOFTWARE
UnPaid	PEEPS REPAIR	\$171.36	PAYLOADER SERVICE
UnPaid	RESPONDER GEAR	\$1,783.18	AMB- NEW EQUIP. SUPPLY BAGS (6)
UnPaid	RETROFIT LIGHTING & DESIGN	\$9,750.00	DOWN PMT - EVENT CTR LIGHT RETROFIT
UnPaid	SHIRLEY SLATER-SCHULTE	\$4,276.23	INTERIM ADMIN- 3/6-3/16/23 (MAX HOURS)
UnPaid	SIBLEY COUNTY DAC	\$89.70	FEB. 28th UB BILL STUFFING
UnPaid	SO.CENT. SERVICE COOPERATI	\$10,150.00	ADMINISTRATOR SEARCH CONTRACT
UnPaid	STREICHER'S - MINNEAPOLIS	\$349.96	POLICE- UNIFORM & CLOTH.ALLOW
UnPaid	TRANSUNION RISK & ALTERNAT	\$5.00	PD- FEB. SUBSCRIPTION (CANCELLED)
UnPaid	VIVID IMAGE	\$35.00	ANNUAL- WEBSITE DOMAIN FEE
UnPaid	WATER CONSERVATION SERVI	\$773.96	FEB. 23rd- CHANDLER ST. LEAK LOCATE
UnPaid	XCEL ENERGY	\$646.41	FEB- GRN ISLE LIFT STATION ELEC BILL
UnPaid	XCEL ENERGY-NSP	\$1,218.72	FEB- SUBSTATION FACILITY CHG
Total Checks		\$272,524.53	

Fund Summary

	10150 Cash
101 General Fund	\$23,281.88
202 Ambulance Fund	\$4,850.57
401 Capital Equipment Fund	\$9,750.00
601 Water Fund	\$86,479.24
603 AGI Sewer Fund	\$2,096.41
604 Electric Fund	\$146,066.43
	\$272,524.53

Payments

Current Period: MARCH 2023

Batch Name	03-20-23 PAY Payments	User Dollar Amt	\$272,524.53		
		Computer Dollar Amt	\$272,524.53		
			\$0.00	In Balance	
Refer	14970 <i>BOLTON & MENK, INC.</i>				
Cash Payment Invoice	E 101-43000-303 Engineering Fees	WTP REHAB, PAVEMENT, MISC ENG.			\$2,013.00
Cash Payment Invoice	E 601-46350-303 Engineering Fees	WTP REHAB, PAVEMENT, MISC ENG.			\$6,933.38
Cash Payment Invoice	E 601-49400-303 Engineering Fees	WTP REHAB, PAVEMENT, MISC ENG.			\$1,158.00
Transaction Date	3/17/2023	Cash	10150	Total	\$10,104.38
Refer	14971 <i>CIRCLE F FARMS</i>				
Cash Payment Invoice	E 101-43000-486 Snow Removal	MAR. 6th SNOW HAULING			\$750.00
Transaction Date	3/17/2023	Cash	10150	Total	\$750.00
Refer	14972 <i>COORDINATED BUSINESS SYSTE</i>				
Cash Payment Invoice	E 101-41400-321 Telephone	FEB- CITY PHONE BILLS			\$305.07
Cash Payment Invoice	E 101-42110-321 Telephone	FEB- CITY PHONE BILLS			\$34.11
Cash Payment Invoice	E 101-43000-321 Telephone	FEB- CITY PHONE BILLS			\$28.12
Cash Payment Invoice	E 202-42153-321 Telephone	FEB- CITY PHONE BILLS			\$56.23
Transaction Date	3/17/2023	Cash	10150	Total	\$423.53
Refer	14973 <i>CREATIVE AD SOLUTIONS, INC.</i>				
Cash Payment Invoice	E 101-45202-220 Repair/Maint Supply	REPLACEMENT 'BUCK THOMES' PLAQUE			\$1,086.47
Transaction Date	3/17/2023	Cash	10150	Total	\$1,086.47
Refer	14974 <i>DANIEL HUGHES</i>				
Cash Payment Invoice	E 101-43000-321 Telephone	REIMB- 1st QTR PHONE & WORK BOOTS			\$120.00
Cash Payment Invoice	E 101-43000-210 Operating Supplies	REIMB- 1st QTR PHONE & WORK BOOTS			\$114.00
Transaction Date	3/17/2023	Cash	10150	Total	\$234.00
Refer	14975 <i>EMMAS BAKERY & EATS</i>				
Cash Payment Invoice	E 101-41400-430 Miscellaneous	FOOD- TWP MTG, CAND.EVENT, TRAINING			\$26.71
Cash Payment Invoice	E 101-41400-430 Miscellaneous	FOOD- TWP MTG, CAND.EVENT, TRAINING			\$42.72
Cash Payment Invoice	E 101-41400-430 Miscellaneous	FOOD- TWP MTG, CAND.EVENT, TRAINING			\$28.13
Transaction Date	3/17/2023	Cash	10150	Total	\$97.56
Refer	14976 <i>EMER.MED.TRAINING INSTITUTE</i>				
Cash Payment Invoice	E 202-42153-208 Training and Instruction	AMB- EMT CLASS FEE (A.DOEHLING)			\$1,200.00
Transaction Date	3/17/2023	Cash	10150	Total	\$1,200.00
Refer	14977 <i>EVOLUTION SHIRTS</i>				

Payments

Current Period: MARCH 2023

Cash Payment Invoice	E 202-42153-417 Uniforms/Outerwear	AMB- CLOTHING			\$776.33
Transaction Date	3/17/2023	Cash	10150	Total	\$776.33
Refer	14978 <i>FILLMEUP</i>				
Cash Payment Invoice	E 101-42110-480 Gas & Repair-Police Car	FEB- FUEL			\$340.35
Cash Payment Invoice	E 101-43000-485 Gas and Repair Miscella	FEB- FUEL			\$1,081.92
Cash Payment Invoice	E 202-42153-485 Gas and Repair Miscella	FEB- FUEL			\$111.02
Transaction Date	3/17/2023	Cash	10150	Total	\$1,533.29
Refer	14979 <i>FRANKLIN PRINTING</i>				
Cash Payment Invoice	E 101-41400-218 Office Expense	D.MATHWIG AWARD PLAQUE			\$90.53
Transaction Date	3/17/2023	Cash	10150	Total	\$90.53
Refer	14980 <i>GRIDOR CONSTRUCTION, INC.</i>				
Cash Payment Invoice	E 601-46350-730 Construction Costs	WTP REHAB- PMT #11			\$75,538.90
Transaction Date	3/17/2023	Cash	10150	Total	\$75,538.90
Refer	14981 <i>G WORKS</i>				
Cash Payment Invoice	E 101-41400-321 Telephone	ANNUAL - PUBLIC ALERT SUBSCRIPTION			\$352.00
Transaction Date	3/17/2023	Cash	10150	Total	\$352.00
Refer	14982 <i>JERRY S HOME QUALITY FOODS</i>				
Cash Payment Invoice	E 101-41400-430 Miscellaneous	MARCH- SNACKS & SUPPLIES			\$8.78
Cash Payment Invoice	E 101-41400-733 Reimbursible Expense	MARCH- SNACKS & SUPPLIES			\$58.07
Cash Payment Invoice	E 101-43000-210 Operating Supplies	MARCH- SNACKS & SUPPLIES			\$4.90
Cash Payment Invoice	E 202-42153-217 Other Operating Supplies	MARCH- SNACKS & SUPPLIES			\$15.11
Transaction Date	3/17/2023	Cash	10150	Total	\$86.86
Refer	14983 <i>JUNIOR LIBRARY GUILD</i>				
Cash Payment Invoice	E 101-45500-205 Print Materials - Library	LIBRARY- ANN. MATERIAL SUBSCRIPTIONS			\$937.66
Transaction Date	3/17/2023	Cash	10150	Total	\$937.66
Refer	14984 <i>KIRBY WECKWORTH</i>				
Cash Payment Invoice	E 101-43000-321 Telephone	REIMB- 1st QTR PHONE ALLOW			\$120.00
Transaction Date	3/17/2023	Cash	10150	Total	\$120.00
Refer	14985 <i>LINDE GAS & EQUIP.</i>				
Cash Payment Invoice	E 202-42153-217 Other Operating Supplies	FEB- AMB. OXYGEN			\$403.75
Transaction Date	3/17/2023	Cash	10150	Total	\$403.75
Refer	14986 <i>LOFFLER</i>				
Cash Payment Invoice	E 101-41400-218 Office Expense	FEB- COPIER MAINT (OFFICE, PD, LIB)			\$92.12

Payments

Current Period: MARCH 2023

Cash Payment Invoice	E 101-42110-218 Office Expense	FEB- COPIER MAINT (OFFICE, PD, LIB)		\$138.45
Cash Payment Invoice	E 101-45500-220 Repair/Maint Supply	FEB- COPIER MAINT (OFFICE, PD, LIB)		\$99.22
Cash Payment Invoice	E 604-49550-218 Office Expense	FEB- COPIER MAINT (OFFICE, PD, LIB)		\$15.00
Transaction Date	3/17/2023	Cash	10150	Total \$344.79
Refer	14987 MN BUREAU OF CRIMINAL APPRE			
Cash Payment Invoice	E 101-42110-208 Training and Instruction	PD TRAINING- C.CAMPBELL		\$75.00
Transaction Date	3/17/2023	Cash	10150	Total \$75.00
Refer	14988 MN DEPT. OF COMMERCE			
Cash Payment Invoice	E 604-49550-637 Service Locations	QTRLY ELEC ASSMTS		\$419.23
Transaction Date	3/17/2023	Cash	10150	Total \$419.23
Refer	14989 MN DEPT. OF HEALTH			
Cash Payment Invoice	E 601-49400-390 Water Connection Fees	1st QTR WATER CONNECTION FEES		\$2,075.00
Transaction Date	3/17/2023	Cash	10150	Total \$2,075.00
Refer	14990 MN MUNI. POWER AGENCY			
Cash Payment Invoice	E 604-49550-389 Electric Energy Purchase	FEB- ENERGY		\$144,323.78
Transaction Date	3/17/2023	Cash	10150	Total \$144,323.78
Refer	14991 MN POLLUTION CONTROL AGENC			
Cash Payment Invoice	E 603-49450-170 Permits and Licenses	ANNUAL WWTP PERMIT		\$1,450.00
Transaction Date	3/17/2023	Cash	10150	Total \$1,450.00
Refer	14992 MORRIS ELECTRONICS			
Cash Payment Invoice	E 101-42110-503 Computers/Software/We	PD SOFTWARE		\$200.00
Cash Payment Invoice	E 101-42110-503 Computers/Software/We	PD SOFTWARE		\$147.00
Transaction Date	3/17/2023	Cash	10150	Total \$347.00
Refer	14993 PEEPS REPAIR			
Cash Payment Invoice	E 101-43000-485 Gas and Repair Miscella	PAYLOADER SERVICE		\$171.36
Transaction Date	3/17/2023	Cash	10150	Total \$171.36
Refer	14994 RESPONDER GEAR			
Cash Payment Invoice	E 202-42153-217 Other Operating Supplies	AMB- NEW EQUIP. SUPPLY BAGS (6)		\$1,783.18
Transaction Date	3/17/2023	Cash	10150	Total \$1,783.18
Refer	14995 RETROFIT LIGHTING & DESIGN			
Cash Payment Invoice	E 401-45000-500 Capital Outlay	DOWN PMT - EVENT CTR LIGHT RETROFIT		\$9,750.00
Transaction Date	3/17/2023	Cash	10150	Total \$9,750.00
Refer	14996 SHIRLEY SLATER-SCHULTE			

Payments

Current Period: MARCH 2023

Cash Payment Invoice	E 101-41400-300 Professional Svcs	INTERIM ADMIN- 3/6-3/16/23 (MAX HOURS)	\$3,840.00
Cash Payment Invoice	E 101-41400-300 Professional Svcs	INTERIM ADMIN- 3/6-3/16/23 (MAX HOURS)	\$436.23
Transaction Date	3/17/2023	Cash 10150	Total \$4,276.23
Refer	14997 SIBLEY COUNTY DAC		
Cash Payment Invoice	E 604-49550-218 Office Expense	FEB. 28th UB BILL STUFFING	\$89.70
Transaction Date	3/17/2023	Cash 10150	Total \$89.70
Refer	14998 SO.CENT. SERVICE COOPERATIV		
Cash Payment Invoice	E 101-41400-300 Professional Svcs	ADMINISTRATOR SEARCH CONTRACT	\$10,150.00
Transaction Date	3/17/2023	Cash 10150	Total \$10,150.00
Refer	14999 STREICHERS		
Cash Payment Invoice	E 101-42110-417 Uniforms/Outerwear	POLICE- UNIFORM & CLOTH.ALLOW	\$50.00
Cash Payment Invoice	E 101-42110-639 Clothing Allowance	POLICE- UNIFORM & CLOTH.ALLOW	\$11.99
Cash Payment Invoice	E 101-42110-639 Clothing Allowance	POLICE- UNIFORM & CLOTH.ALLOW	\$287.97
Transaction Date	3/17/2023	Cash 10150	Total \$349.96
Refer	15000 TRANSUNION		
Cash Payment Invoice	E 101-42110-503 Computers/Software/We	PD- FEB. SUBSCRIPTION (CANCELLED)	\$5.00
Transaction Date	3/17/2023	Cash 10150	Total \$5.00
Refer	15001 VIVID IMAGE		
Cash Payment Invoice	E 101-41400-503 Computers/Software/We	ANNUAL- WEBSITE DOMAIN FEE	\$35.00
Transaction Date	3/17/2023	Cash 10150	Total \$35.00
Refer	15002 WATER CONSERVATION SERVICE		
Cash Payment Invoice	E 601-49400-300 Professional Svcs	FEB. 23rd- CHANDLER ST. LEAK LOCATE	\$773.96
Transaction Date	3/17/2023	Cash 10150	Total \$773.96
Refer	15003 XCEL ENERGY		
Cash Payment Invoice	E 603-49450-381 Electric & Heat Utilities	FEB- GRN ISLE LIFT STATION ELEC BILL	\$646.41
Transaction Date	3/17/2023	Cash 10150	Total \$646.41
Refer	15004 XCEL ENERGY-NSP		
Cash Payment Invoice	E 604-49550-397 Facility Charge	FEB- SUBSTATION FACILITY CHG	\$1,218.72
Transaction Date	3/17/2023	Cash 10150	Total \$1,218.72
Refer	15005 CITY OF ARLINGTON		
Cash Payment Invoice	E 202-42153-485 Gas and Repair Miscella	AMB- NEW GAS CARD (DOLLAR GENERAL)	\$504.95
Transaction Date	3/17/2023	Cash 10150	Total \$504.95



**EVENT CENTER COMMITTEE
MEETING MINUTES
December 8, 2022, AT 5:30 P.M.
City Council Chambers**

1. Call to Order/Pledge of Allegiance-Meeting was called to order by Brinkman at 5:31pm. All stood for the Pledge of Allegiance.

Members Present-Julie Warweg, Deb Brinkman, Daniel Hughes, Matt Scharpe and Tim Haggemiller
Staff Present-EC Coordinator Gwen Scharpe
Members Absent-Leon Dose, Nancy Mathwig and Kurt Menk
Guests Present-None

2. Approve the Agenda- Haggemiller approved the agenda with the addition of **7A-update on keys**. Warweg seconded. Motion carried.
3. Approve the Meeting Minutes from August 18, 2022-M. Scharpe made a motion to approve the meeting minutes. Warweg seconded. Motion carried.
4. Discussion on Event Center Cleaning- There was much discussion on the cleaning. G. Scharpe stated that herself and the Interim City Administrator worked on putting chairs away in room 3 after the event from November 26, Haggemiller and Menk put round tables and chairs away in rooms 1 & 2 after the Council meeting and Hughes finished up with the remaining long tables. Hughes also worked on the bathrooms and both him and Kirby Weckworth worked on cleaning the floors after the event. Hughes thought that the room should be put back to the way it was originally found. G. Scharpe is to create a letter and send to area church groups and to talk to Rose at the school for the various groups to see if any of them would be interested in cleaning and putting tables and chairs away. It was the consensus of the group to run an advertisement in the paper for three (3) weeks for cleaning services and attendants. G. Scharpe also mentioned that her parents are interested in cleaning the Event Center also however she had been told by the Interim City Administrator that was a conflict of interest. The Committee didn't feel that was a conflict. She also stated that she did have a conversation with the City Attorney and he said it was fine as long as it has been advertised and we haven't received any bids.

5. Discussion on Liquor Service-G. Scharpe gave an update on liquor services for the Event Center. She reported that after checking with the City of Hamburg, they do not have a liquor license for their events, rather they use a non-profit group. G. Scharpe also reported that the Event Center maintains the Dugout as a liquor service, lost the Double Tap as a liquor service and gained Arlington Liquors as a liquor service.
6. Review of Policy Book-The committee had been sent a policy book in advance prior to the meeting. There was discussion on removing the wording “may” and replacing it with “will” in regards to losing the damage deposit if the policy is not followed. With the Christmas trees we will take out the quantity and size. It was also discussed that the Event Center needs new microphones and possibly look to see if any updates would need to be made to the current sound system.
7. Miscellaneous
 - A. **Update on Keys- G. Scharpe was unable to find information regarding keypad or keyless entry system for the Event Center. She is to check with Bradley Security out of Glencoe for quotes.**
8. Adjourn- Warweg made a motion to adjourn the meeting at 6:47 pm. Hughes seconded. Motion carried.

Next meeting will be March 9, 2023 at 5:30 pm. Meeting is pushed out a month due to conflicts with schedules in February.

Event Center Coordinator Gwen Scharpe



**ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES**

FEBRUARY 13TH, 2023, 5:30 PM

Arlington Community Center – Council Chambers

1. Roll Call- Members – City Council members Jeff Matz, and Curtis Ling, EDA members Dean Bergersen, Larry Sorenson, Howie Brinkman, Kurt Menk and EDA Consultant Amy Newsom.
2. The Arlington EDA toured the eight villas at Arlington Meadows at 5:30 p.m.
3. The Arlington EDA returned to the Arlington Event Center around 5:50 p.m.
4. Call Meeting to Order and Pledge of Allegiance
5. A motion was made and a second followed to approve the agenda. Motion carried.
6. A motion was made and a second followed to approve the minutes from the January 9, 2023, meeting. Motion carried.
7. NEW BUSINESS
 - A. Interim City Administrator Shirley Slater-Schulte presented an update on the situation at Arlington Meadows. She stated that Dave Siwek sent an e-mail and indicated that contractors have been hired and the site work at Arlington Meadows will be completed in April, weather permitting.
 - B. EDA President Kurt Menk reported that approximately 125 people attended the open house sponsored by Nuvera Communications.
8. EDA Direct and Board Comments
 - a. EDA President Kurt Menk reported that approximately 60 people attended the Good Morning Arlington event at the Arlington Entering Arlington Enterprise in January. He added that the next Good Morning Arlington event will be held at Mainstreet Stylist & Tan from 7 a.m. to 9 a.m. Friday, February 17.

9. A motion was made and a second followed to adjourn the meeting. Motion carried.

Kurt Menk, EDA President

Attest: *Shirley Slater Schulte*
Shirley Slater-Schulte, Interim City Administrator



**ARLINGTON CITY COUNCIL
MEETING MINUTES
MARCH 6, 2023, AT 6:30 PM
COUNCIL CHAMBERS**

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6:20 pm – Presentation of the Darwin Mathwig Award to Dr. Lyle Rud – 2022 Recipient

1. Call Meeting to Order and Pledge of Allegiance – Meeting was called to order at 6:30 p.m. by Mayor Scharpe.

2. Roll Call-

Members Present- Mayor Matt Scharpe, Councilmembers Dave Meyer, John Thomes, Jeff Matz, Christina Litfin, and Curtis Ling.

Members Absent: None

Staff Present: Interim City Administrator Shirley Slater-Schulte, Library Director Any Kelton, Public Works Kirby Weckworth, Attorney Ken Janssen, Administrative Assistant/Event Center Coordinator Gwen Scharpe, Lee Ortloff People Services, Inc.

Guests Present – Kurt Menk *Arlington Enterprise*, Roberta Zaske, Mike Scharping, Kim Quast, Howard Brinkman, Curtis Reetz, Phil Mangis, Amy Berger, Stacy Hoechst, Bailey Hoechst, James Soeffker, Linda Pliescis, Lyle Rud, Nancy Mathwig, Galen Wills

3. Approve the Agenda and any Agenda Additions –

Councilor Thomes requested that calling a Personnel Meeting be added to the agenda

Councilor Meyer requested that item 19 “Closed meeting complaint against Interim City Administrator Shirley Slater-Schulte be removed as this is a 3rd party -no resident of Arlington.

City Attorney Ken Janssen stated that both complaints should remain on the agenda and whether further action needs to be taken will be determined.

Motion to amend the City Council Agenda for March 6, 2023.

Motion made by Councilor Thomes, seconded by Councilor Ling. All voting yes. Motion declared passed.

4. Citizens Addressing the Council –

Amy Newsom, former City Administrator and EDA Director - stated that she had given her 30 day notice and that the council had waived the 30 day notice, also it was in the Arlington Enterprise, but no one from the city had notified her. She stated that she received a “telephone call from a local citizen informing her that a City Councilman had been bragging at the bar that he had gotten that bitch fired. He is entitled to his opinion of me, but the comment was not true, I was not fired, I resigned. I have been gossiped about since it began in 2021 when inaccurate information was going around about an employee investigation, there was inaccurate information, and I asked the City Attorney for advice. Next there was a question about a potential new hire, and I requested information from the League of Minnesota Cities for hiring advice and word got out that I was changing city policy for on-call hiring within the Fire Department and I shared the information with the City Council. I had been before the council and asked that the gossip about me stop and I am asking again! All of these lies not only affect me but my family members. I would like to introduce my daughter, Maggie Newsom and my mother, Linda Plieseis. I am a local girl that attended school and graduated from Sibley East. I used to be very proud of this community, I worked very hard to market this community and bring new jobs and housing to the community. I would like to thank former Mayor Rich Nagel, Mayor Matt Scharpe and EDA President Kurt Menk for their past support and kind words. I would also like to Thank the EDA Boards that I have worked with for the past 5 years to bring jobs and housing to the community”

Phil Mangis, resident of the City of Arlington, former City Zoning and Planner, “I want to make very clear that these complaints toward a certain councilmember is not just from one person, it is also from a resident of this area, I being one of them. I have heard some nasty things that were said about me, and I think that it is ridiculous that you have a council member that is supposed to be representing this town saying these things at a bar! This is just ridiculous to be saying these things at a bar, in a public place, where people are drinking. This is ridiculous! I have never seen this before, never in my life, this is disgusting if you want my honest opinion! People of this town do not deserve this. As councilmember it is your duty to make sure that you represent all residents of this town and to hold people accountable for their actions”

Amy Burger, 124 Henderson Road “this was not a 3rd party, I did hear it. I did not bring this to the city council, but I heard this myself and I brought it to the City Attorney and to Shirley as I

met with her for 1-½ hours in her office and talked to my attorney and the League of Minnesota Cities. These things that you said at the bar, and I have been guilty of saying things also but I am not a representative of this city. I am offended about my sexuality being brought up, and the names that Amy is being called the “B” and “C” words coming out of a Council member's mouth, that is not someone that I want to represent this town. I talked with the League of Minnesota Cities, and they did not have any answers. I do not know where this is coming from, I want to fix it and I want it to stop! Recommend that some sanctions be put in place”

Stacy Hoechst, 124 Henderson Road “this is not third party, I go to the bar, but I do not drink, and I flat heard it out of John’s mouth. This is not O.K., and I will go to the legal system if this does not stop. I am sick of this!”

CONSENT AGENDA

5. Approval of Consent Agenda

- A) Approval of Bills
- B) February 2, 2023, Planning and Zoning Minutes
- C) February 21, 2023, City Council Meeting Minutes

Councilor Meyer introduced the motion to approve the Consent Agenda. Councilor Thomas seconded. All voting ayes. Motion declared passed.

PETITIONS, REQUESTS & COMMUNICATIONS

- 6. February Electrical Ad Hoc Minutes, February 9, 2023
- 7. Resignation of Tom Pomplun from the Arlington Fire Department effective February 22, 2023

Consensus of the City Council to accept the Eléctrical Ad Hoc Minutes and the resignation of Tom Pomplun as presented.

REPORTS OF OFFICERS, BOARDS AND COMMITTE

- 8. **People Service Update** - Lee Ortloff reported that the Well Bypass Connection in the amount of \$16,471 is the quote from Gridor Construction. Mr. Ortloff reported that this work should include the new pipe installation and demo existing pipe. The recommendation is to approve this project.

Motion made by Councilor Meyer to approve the Well Bypass Connection in the amount of \$16,471 and the work to be completed by Gridor Construction, seconded by Councilor Thomes. All voting yes. Motion declared passed.

- 9. **February Ambulance Report** - Ambulance Assistant Manager Mark Grover reported that the department has been very busy. The contract for Ridgewater Paramedic Student is ready, the Student Handbook is ready for signatures. Ambulance responded to over 100 calls in

February. Department have received a lot of surveys for the training in First Aid Class and staff will be putting together the training schedule for council approval. Staff volunteered to serve during the Lion's Fish Fry. Staff working on completing the McLeod County Grant.

10. FEBRUARY LIBRARY REPORT – LIBRARY DIRECTOR ANDY KELTON

Andy Kelton, Library Director introduced some of the Library Committee members that were present for this meeting. Kelton reported the following for January and February 2023, 14 people were present for WWII program, staff is training on a new computer and software programing. In 2023, more people are visiting the library and more material is being checked out than at this time in 2022.

Approval of purchase of copier from Loffler in the amount of \$2,420.36. Staff did research the option or the lease option and is recommending the purchase of this copier.

Motion to approve the purchase of this copier in the amount of \$2,420.36 by Councilor Ling, seconded by Councilor Matz. All voting yes. Motion declared passed.

Approval of Funds from the Sibley County Library Board in the amount of \$33,573.

Library Director Kelton explained that these funds were given to the City of Arlington due to the dissolving of the Sibley County Library. The Committee Members and Mr. Kelton are requesting that these funds in the amount of \$33,573 be earmarked in the city budget for remodeling or major projects within the library building, there are issues such as a wet and unfinished basement, other repairs as needed. Committee member stated that this money was set aside as well as the budgeted monies from the annual budget prepared by the City of Arlington, these extra funds to help to purchase more material, such as books, special programs and other items as needed.

Motion to approve and accept these funds as presented by Sibley County Library Board and earmark these dollars as suggested by the Library Director and Board Members.

Motion made by Councilor Meyer, seconded by Council Thomas. All voting yes. Motion declared passed.

11. FEBRUARY PUBLIC WORKS REPORT

Public Works Supervisor Kirby Weckworth reported on the past snow removal, much needed repair, and upkeep on the equipment, caught up on some building repairs and maintenance, getting bids and future CIP budgeting. New Snow Blower works great, worked for 14 hours straight, and removed a lot of snow. Sweeper was sent to McQueen 's for a recall and a basic repair.

CREDIT CARD SPENDING LIMIT INCREASE

Public Works Supervisor Kirby Weckworth explained that he has been trying to get approval for an increase in the credit card spending limit for some time. During a storm or emergency, it is difficult to get fuel and parts for repair with a limit of \$500.00. Council agreed that this should be increased.

Motion to approve the credit card limit from \$500.00 to \$1,000.00 for credit card purchases and \$3,500 for maintenance repairs/purchases.

Motion made by Councilor Ling, seconded by Councilor Litfin. All voting yes. Motion declared passed.

PURCHASE OF BARRICADES

Public Works Supervisor Kirby Weckworth gave a brief explanation on the purchase of the barricades which were approved for payment at the last Council Meeting. The cost was \$3,498.00 and the Interim City Administrator Slater-Schulte approved this purchase but the City Council had questions regarding cost sharing, etc. Kirby Weckworth explained that Arli-Dazzle had approached him about sharing the cost of this purchase as well as that there are a couple of other businesses that will be contributing to this purchase.

12. INTERIM CITY ADMINISTRATOR SHIRLEY SLATER-SCHULTE

Interim City Administrator Slater-Schulte explained that the City of Arlington received an invitation to the Annual Area Chamber of Commerce scheduled on Tuesday, March 21st, 2023, at the Arlington Haus beginning at 5:30 p.m. Cash Bar, Dinner at 6:30 p.m. Special presentation to the Family of Julianne Shaw.

Interim City Administrator Shirley Slater-Schulte and Councilor Dave Meyers and his wife stated that they would be attending this event.

ORDINANCE AND RESOLUTIONS

13. RESOLUTION 12-2023 ACCEPTING A DONATION AND DESIGNATING ITS USE

City received a \$100.00 donation from Vivian Meyer to be used for the Arlington Ambulance fund.

Motion made by Councilor Meyer to approve Resolution 12-2023, seconded by Councilor Thomes. Roll Call Vote as follows: Councilor Matz, Councilor Ling, Councilor Thomes,

Councilor Litfin and Councilor Meyer voted in favor. None against. Resolution and motion declared passed.

UNFINISHED BUSINESS

NEW BUSINESS

14. APPROVE PAY REQUEST NO.11 FROM GRIDOR CONSTRUCTION, INC.

Motion made by Councilor Ling to pay request No.11 from Gridor Construction, Inc. in the amount of \$75,538.90, Pay Request No. 11 for the Water Treatment Facility Rehabilitation, seconded by Councilor Ling. All voting ayes. Motion declared passed.

15. INTERIOR LIGHTING OF ARLINGTON COMMUNITY EVENT CENTER

Public Works Supervisor Kirby Weckworth explained that the lighting was completed on the outside of the building last year and this year it is proposed to retrofit the inside of the building, with LED lighting at a quote of \$19,500.00 with a rebate of \$1,994.00 and we budgeted for this at \$20,000.00. Mayor Scharpe stated that he remembered that it got pushed back and painting should be completed. Weckworth explained that both should be completed, lights at (\$17,506.00) and paint (\$9,000.00). Total bid for both is \$26,506.00.

Gwen Scharpe, Community Event Center Coordinator stated that she would like to see the painting and lights completed this year.

Motion made to approve the LED lighting from Retrofit Companies at an estimated utility rebate of \$1,994.00 and total net project cost of \$17,506.00 and hold off on the painting to see what dollars are remaining in the budget.

Motion made by Councilor Matz, seconded by Councilor Thomes. All voting yes. Motion declared passed.

16. PURCHASE OF SNOW PUSHER

Public Works Supervisor Kirby Weckworth proposed to purchase the snow pusher. There are many times that there are only two of us working, and we are way past the hours that we should be working safely. This piece of equipment would cut the time that we are pushing snow around with the bucket. The City of Gaylord has one and really likes it. Councilor Meyers stated that it saves a ton of time.

Motion to approve the purchase of the snow pusher in the amount of \$10,108 from Crysteel.

Motion made by Councilor Meyers, seconded by Councilor Matz. All voting yes. Motion declared passed.

SET NEW DATE FOR WORKSHOP TO DISCUSS PAVEMENT MANAGEMENT PLAN AND CIP BUDGET

Consensus to set a Workshop Meeting to discuss pavement management plan and Maintenance CIP budget for 5:30 p.m. on March 20, 2023, for Street and Public Works.

17. QUOTES FROM BRADLEY SECURITY FOR KEY/KEYPADS FOR ARLINGTON COMMUNITY EVENT CENTER/CITYHALL

Josh Olson, from Bradley Security Company explained the process for replacement of keys/keypads for the Arlington Community Event Center/City Hall. He presented a couple of different options for the building and quotes.

The Community Event Center Committee would like to review these proposals at the March 9th Event Center Meeting.

18. REQUEST TO REVIEW REIMBURSEMENT OF MOVING EXPENSES PER COUNCILOR MATZ

Councilor Matz stated that he had some questions about the moving expense and if any of this should have been paid back to the city from Phil Mangis, former employee. Per the contract of employment, Mr. Mangis only claimed \$657.43 for moving expenses and he was employed long enough so no dollars are owed back to the City of Arlington.

19. CITIZEN'S COMPLAINT AGAINST COUNCIL JOHN THOMES AND INTERIM CITY ADMINISTRATOR SHIRLEY SLATER-SCHULTE

City Attorney Ken Janssen explained the process for the Citizen's Complaint against Councilor John Thomes and against Interim City Administrator Shirley Slater-Schulte. The first step is to determine if there was a violation, was something done incorrectly, if there was a violation, what is the proper remedy or what disciplinary action needs to be taken.

Council needs to decide how to move forward.

1. This matter can be sent out to another attorney or League of Minnesota Cities for investigation of the complaint.
2. Internal investigation, form a committee to look into this complaint.
3. Perform resolution

City Attorney Janssen would recommend option #2, to check out what the complaint is and for a committee to review the complaint and the facts. City Attorney Janssen would work very closely with the committee.

This item could be sent to the Personnel Committee. This one complaint is different as it is against a Councilmember and this is not considered an employee of the city, they are an elected official.

Bobbie Zaske stated that they have a committee setup in Sibley County that reviews matter such as this.

Motion was made by Councilor Matz to appoint Councilor Ling, Councilor Litfin, and Vice Mayor Dave Meyer to be approved as the Personnel Committee. No second was given. Motion was withdrawn.

Motion was made by Councilor Matz to go with Councilor Litfin and Ling and Kenneth Janssen as the Personnel Committee, seconded by Councilor Litfin. Voting aye was Mayor Scharpe, Councilor Litfin, Ling and Matz. Voting against Councilor Meyer. Abstaining was Councilor Thomas. Motion declared passed.

MISCELLANEOUS BUSINESS

20. Closed meeting complaint against Interim City Administrator Shirley Slater-Schulte

City Attorney Janssen explained that there was a complaint filed against Interim City Administrator Slater-Schulte and that it is her decision to have the meeting open or closed.

Interim City Administrator Slater-Schulte asked if they would be recording this meeting, if she chose to have it closed and City Attorney Janssen stated yes. Slater-Schulte also asked if the City Council would reopen the City Council to give a summary of the closed meeting. City Attorney Janssen said that they would open the meeting for a summary. Slater-Schulte stated that she wanted the meeting closed.

Motion to Close Meeting this City Council Meeting to discuss the complaint against Interim City Administrator Shirley Slater-Schulte made by Councilor Meyer, seconded by Councilor Thomas. All voting yes. Motion declared passed.

Meeting was reopened and a summary of the closed meeting was that an investigation will be conducted by Councilor Litfin, Ling, and Attorney Janssen in a timely manner and those findings will be reported to the City Council.

Fire Department Interviews

Fire Chief Doug Mackenthum requested how to proceed with interviewing applicants for the fire department. In the past, the Personnel Committee would conduct these interviews.

Job Description and Conflicts of Interest

Councilor Thomes would like to include the front office staff such as review of job description and duties for Lisa and the possibility of conflict issues within the front office.

City Attorney Janssen recommended that he work with the Personnel Committee.

Personnel meeting set for Thursday, March 16, 2023, at 5:30 p.m.

ADJOURNMENT

Motion to adjourn was made by Councilor Litfin, seconded by Councilor Meyer. All voting ayes. Meeting was adjourned at 8:30 p.m. All voting ayes. Motion declared passed.

Mayor Matthew Scharpe

ATTEST: _____

Interim City Administrator Shirley Slater-Schulte



**ARLINGTON EVENT CENTER
MEETING MINUTES
MARCH 9, 2023, AT 5:30 PM
COUNCIL CHAMBERS**

1. Call Meeting to Order **and Pledge of Allegiance**-Meeting was called to order at 5:31pm by Chairman Brinkman. All stood for the Pledge of Allegiance.
2. Roll Call-
Members Present- Nancy Mathwig, Julie Warweg, Deb Brinkman, Tim Haggenmiller
Staff Present- Gwen Scharpe Event Center Coordinator, Daniel Hughes Public Works
Members Absent-Corine Carney, Leon Dose, Councilman Jeff Matz
Guests Present-Josh Olson *Bradley Security*
3. Approve the Agenda-Warweg made a motion to approve the agenda. Haggenmiller seconded. Motion carried.
4. Approve the Meeting Minutes from December 8, 2022- Warweg made a motion to approve the meeting minutes from December 8, 2022. Haggenmiller seconded. Motion carried.
5. Event Center Tour- The committee went through the kitchen and rooms 1 and 2. They looked at the walk-in cooler shelf unit, dishwasher, flooring, kitchen cupboards and coffeemaker. Mathwig stated that during the Lion's Fish Fry the coffeemaker would overflow if the full 3 gallons was made.
6. Event Center Cleaning Update- Scharpe has received an inquiry. The inquiry is interested in 1-2 times a month either Sunday's or Monday's. Scharpe thought this one might be good for the deep cleaning that is being missed. She will talk to the inquiry and find out more.
7. Building Keys Update- Josh Olson from Bradley Security explained what was looked at when he spoke with Scharpe and Interim City Administrator Shirley Slater-Schulte. Olson also explained the quotes that were given for the key system and camera system. After Olson left, the committee discussed and decided to recommend to the City Council

that they would like to see both quotes acted on by the Council as they have been presented.

8. ~~ATM Information Update~~-Carney was unavailable for the meeting to give the committee information on the ATM.

9. Miscellaneous- none

10. Adjournment- Mathwig made a motion to adjourn at 7:20 pm. Haggemiller seconded. Motion carried.

Next Meeting will be held on Thursday May 11, 2023 at 5:30 pm.

Event Center Coordinator Gwen Scharpe

Gwen Scharpe

From: kurtm@arlingtonmnnews.com
Sent: Thursday, March 16, 2023 3:04 PM
To: Gwen Scharpe
Subject: FW: EDA-Daycare Loan

-----Original Message-----

From: "Gwen Scharpe" <gscharpe@gmail.com>
Sent: Sunday, March 12, 2023 6:12pm
To: "Kurt Menk" <kurtm@arlingtonmnnews.com>
Subject: EDA-Daycare Loan

Hi Kurt and Fellow EDA Members-

At this time, I would like to formally withdraw my application for the Childcare Loan through the EDA Program. After much consideration, I have changed my mind on what I was looking to do for evening childcare in the community. I am no longer going through the licensing process and have withdrawn my application with the County as well. I thank you for originally approving my application but am no longer interested.

Sincerely,

--

Gwen A. Scharpe
817 W. Chandler St.
Arlington, MN 55307
612-227-0030
gscharpe@gmail.com



Arlington Police Department

Glenn Gerads, Chief of Police

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FEBRUARY 2023 – 244 Recorded ICR's

Traffic Stops	44
Directed Patrol/Traffic Detail	42
Business/Door Checks	39
Agency Assist	28
Park Checks	9
Medical Calls	8
Public Assist	8
Informational	7
Apartment Checks	5
Civil Matters	5
Ordinance Violations	4
Animal Calls	4
Residence Watch	4
Parking Violations	3
Adult Protection	3
Suspicious Activity	3
School Patrols	3
Property Damage	2
Child Protection/Custody	2
Driving Complaint	2
Welfare Checks	2
Scams	2
Juvenile Trouble/Truancy	1
Accidents	1
Threats	1
Trespass	1
OFP/HRO Violation	1
Alarms	1
Vehicle Lockouts	1
Theft	1
Traffic Hazard	1
911 Hang-up	1
Domestic	1
Motor Vehicle Theft	1
Noise Complaint	1
Public Relations/School Event	1
Motorist Assist	1

Glenn Gerads #301
Chief of Police



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FEBRUARY 2023

2-1-23

- Informational – 100 Block 4th Ave. NW

2-2-23

- Driving Complaint – Intersection 7th Ave. SW & W. Baker St.
- Domestic/Agency Assist – 500 Block 2nd Ave. NW
- Traffic Stop – Intersection 411th Ave. & W. Main St.
- Directed Patrol/Traffic Detail – Intersection Hwy 5 & W. Alden St.
- Directed Patrol/Traffic Detail – 500 Block W. Douglas St.
- Directed Patrol/Traffic Detail – Intersection 4th Ave. & E. Main St.
- Directed Patrol/Traffic Detail – Intersection Henderson Rd. & 4th Ave. SE
- Traffic Stop – Intersection 4th Ave. SE & Henderson Rd.
- Business Check – 500 Block 2nd Ave. NW
- Directed Patrol/Traffic Detail – Intersection 1st Ave. S. & E. Adams St.
- Directed Patrol/Traffic Detail – 400 Block W. Alden St.
- Park Check – 300 Block 1st Ave. S.
- Business Check – 300 Block W. Main St.
- Residence Watch – 300 Block Frenzel Dr.

2-3-23

- Public Assist – 400 Block W. Main St.

2-4-23

- Traffic Stop – Intersection Hwy 5 & 411th Ave. (SO)

2-5-23

- Motor Vehicle Theft/Agency Assist – 100 Block W. Main St.

2-6-23

- Traffic Stop – Intersection W. Main St. & Hwy 5 (SO)
- Traffic Stop – Intersection Hwy 5 & 2nd Ave. NW (SO)
- Traffic Stop – Intersection Hwy 5 & Marion Dr. (SO)
- Threats/Juvenile Trouble – 200 Block 3rd Ave. NW
- Public Assist – 100 Block 4th Ave. NW
- Agency Assist – 100 Block 4th Ave. NW

2-7-23

- Public Assist – 200 Block E. Dayton St.
- Civil Matter – 400 Block E. Adams St.
- Traffic Hazard – Intersection Hwy 5 & 401st Ave.



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- Public Assist – 800 Block W. Main St.
- Scam – 200 Block 7½ Ave. SW
- Business Check – 200 Block Shamrock Dr.
- Business Check – 500 Block 2nd Ave. NW
- Traffic Stop – Intersection Main St. & 4th Ave. NW
- Traffic Stop – Intersection W. Chandler St. & 6th Ave. NW (SO)
- Directed Patrol/Traffic Detail – Intersection Hwy 5 & W. Alden St.
- Business Check – 100 Block E. Main St.
- Directed Patrol/Traffic Detail – Intersection Henderson Rd. & 4th Ave. SE
- Traffic Stop – Intersection W. Douglas St. & 7th Ave. NW
- Residence Watch – 300 Block Frenzel Dr.
- Traffic Stop – Intersection W. Chandler St. & 8th Ave. NW
- Directed Patrol/Traffic Detail – Intersection 8th Ave. NW & W. Chandler St.
- Business Check – 23100 Block 401st Ave.
- School Event/Public Relations – 200 Block 3rd Ave. NW
- Business Check – 500 Block 2nd Ave. NW
- Business Check – 23200 Block 401st Ave.
- Business Check – 500 Block W. Main St.

2-8-23

- Park Check – 300 Block 1st Ave. S.
- Directed Patrol/Traffic Detail – 400 Block W. Alden St.
- Medical Call/Agency Assist – 300 Block 4th Ave. NW
- Accident – Intersection W. Brooks St. & Hwy 5
- Agency Assist – 100 Block 4th Ave. NW
- Agency Assist – 100 Block 4th Ave. NW
- School Patrol – 200 Block 3rd Ave. NW
- Directed Patrol/Traffic Detail – Intersection 8th Ave. NW & W. Chandler St.
- Directed Patrol/Traffic Detail – Intersection 411th Ave. & W. Main St.
- Residence Watch – 300 Block Frenzel Dr.
- Directed Patrol/Traffic Detail – Intersection 4th Ave. & E. Main St.
- Traffic Stop – Intersection E. Main St. & 1st Ave. S.
- Traffic Stop – Intersection 2nd Ave. NW & W. Brooks St.
- Civil Matter – 700 Block Chestnut Dr.
- Suicidal/Agency Assist – 100 Block E. Main St.
- Business Check – 500 Block W. Main St.
- Business Check – 23200 Block 401st Ave.
- Directed Patrol/Traffic Detail – 400 Block W. Alden St.
- Business Check – 600 Block W. Chandler St.
- Apartment Checks – 700 Block Chestnut Dr.



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2-9-23

- Adult Protection – 300 Block E. Brooks St.
- Agency Assist/Alarm – 700 Block W. Main St. (SO)

2-10-23

- Traffic Stop – Intersection Hwy 5 & 2nd Ave. NW (SO)
- Agency Assist/Welfare Check – 700 Block W. Chandler St. (SO)

2-11-23

- Agency Assist/Accident – 200 Block Shamrock Dr. (SO)
- Agency Assist/Motorist Assist – 200 Block Shamrock Dr. (SO)
- Public Assist – 200 Block Shamrock Dr. (SO)

2-12-23

2-13-23

- Child Protection – 100 Block 4th Ave. NW
- Motorist Assist – Intersection Hwy 5 & 401st Ave.
- Medical Call/Agency Assist – 800 Block W. Main St.
- Welfare Check – 400 Block E. Adams St.
- Business Check – 23200 Block 401st Ave.
- Business Check – 500 Block 2nd Ave. NW
- Traffic Stop – Intersection Hwy 5 & Marion Dr.
- Medical Call/Agency Assist – 300 Block 4th Ave. NW
- Business Check – 300 Block W. Main St.
- Directed Patrol/Traffic Detail – Intersection Hwy 5 & W. Chandler St.
- Business Check – 500 Block W. Main St.

2-14-23

- Directed Patrol/Traffic Detail – 400 Block W. Alden St.
- Traffic Stop – Intersection Hwy 5 & W. Baker St.
- Apartment Checks – 700 Block Chestnut Dr.
- Scam – 600 Block W. Baker St.
- Directed Patrol/Traffic Detail – 400 Block E. Baker St.
- Business Check – 500 Block 2nd Ave. NW
- School Patrol – 200 Block 3rd Ave. NW
- Directed Patrol/Traffic Detail – Intersection 8th Ave. & W. Chandler St.
- Directed Patrol/Traffic Detail – Intersection 1st Ave. S. & W. Adams St.
- Traffic Stop – Intersection Hwy 5 & 2nd Ave. NW (SO)
- Agency Assist/Driving Complaint – Intersection Hwy 5 & 411th Ave.
- Business Check – 500 Block 2nd Ave. NW
- Agency Assist/Medical Call – Jefferson Ave. E., Gaylord (*actual assist @ RSMC*)



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2-15-23

- Agency Assist/Accident – 500 Block W. Main St. (SO)
- Agency Assist/Accident/Fire Call – Intersection Hwy 5 & 401st Ave.
- Informational – 100 Block 4th Ave. NW
- Agency Assist/Accident – 100 Block E. Main St. (SO)

2-16-23

- Informational – 100 Block 4th Ave. NW
- Traffic Stop – Intersection Hwy 5 & W. Baker St.
- OFP Violation/Agency Assist – 700 Block W. Chandler St.
- Adult Protection – 400 Block 7th Ave. NW
- Agency Assist/Domestic – 400 Block E. Dayton St. (SO)
- Driving Complaint – Intersection 411th Ave. & Hwy 5 (SO)
- Traffic Stop – Intersection Hwy 5 & 411th Ave. (SO)

2-17-23

- Traffic Stop – Intersection 4th Ave. & Baker St.
- Traffic Stop – Intersection Hwy 5 & 431st Ave.
- Informational – 100 Block 4th Ave. NW
- Informational – 100 Block 4th Ave. NW
- Directed Patrol/Traffic Detail – Intersection Hwy 5 & W. Main St.
- Traffic Stop – Intersection Hwy 5 & W. Adams St.
- Directed Patrol/Traffic Detail – Intersection 411th Ave. & W. Main St.
- Traffic Stop – Intersection 411th Ave. & W. Main St.
- Directed Patrol/Traffic Detail – Intersection 4th Ave. & E. Main St.
- Traffic Stop – Intersection 4th Ave. & E. Dayton St.
- Traffic Stop – Intersection Hwy 5 & 2nd Ave. NW
- Agency Assist – Intersection Main Ave. & 13th St. E., Gaylord
- Traffic Stop – Intersection Hwy 5 & W. Main St.
- Business Check – 23100 Block 401st Ave.
- Medical Call/Agency Assist – 600 Block Marion Dr.
- Agency Assist – Intersection Lincoln Ave. & Melro St., Gaylord
- Business Check – 23200 Block 401st Ave.
- Business Check – 100 Block 1st Ave. N.
- Traffic Stop – Intersection 1st Ave. N. & W. Brooks St.
- Directed Patrol/Traffic Detail – 400 Block W. Alden St.
- Directed Patrol/Traffic Detail – Intersection Hwy 5 & Marion Dr.
- Directed Patrol/Traffic Detail – Intersection Henderson Rd. & 4th Ave. SE



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2-18-23

- Directed Patrol/Traffic Detail – Intersection 400 Block E. Adams St.
- Traffic Stop – Intersection Hwy 5 & 401st Ave.
- Directed Patrol/Traffic Detail – Intersection Hwy 5 & W. Alden St.
- Traffic Stop – Intersection W. Main St. & Hwy 5
- Animal Call – 400 Block E. Baker St.
- Directed Patrol/Traffic Detail – Intersection 4th Ave. & E. Main St.
- Traffic Stop – Intersection Hwy 5 & W. Brooks St.
- Directed Patrol/Traffic Detail – Intersection 4th Ave. SE & Henderson Rd.
- Agency Assist – 100 Block 4th St. W., Winthrop (*actual assist at RSMC*)
- Agency Assist/Helipad Security – 600 Block W. Chandler St.
- Business Check – 100 Block 1st Ave. N.
- Park Check – 300 Block 1st Ave. S.
- Suspicious Activity – 300 Block 1st Ave. S.
- Park Check – 24200 Block 387th Ave.

2-19-23

- Apartment Checks – 700 Block Chestnut Dr.
- Animal Call – 100 Block E. Adams St.
- Directed Patrol/Traffic Detail – 400 Block E. Adams St.
- Directed Patrol/Traffic Detail – Intersection 401st Ave. & Hwy 5
- Agency Assist – Intersection Hwy 5 & Cty. Rd. 13
- Directed Patrol/Traffic Detail – Intersection 411th Ave. & W. Main St.
- Traffic Stop – Hwy 5
- Directed Patrol/Traffic Detail – Intersection 8th Ave. NW & W. Chandler St.
- Ordinance Violation – 300 Block W. Chandler St.
- Ordinance Violation – 200 Block W. Elgin St.
- Ordinance Violation – 300 Block W. Elgin St.
- Traffic Stop – Intersection Hwy 5 & 411th Ave. (SO)
- Traffic Stop – Intersection 4th Ave. SE & E. Adams St.
- Business Check – 23100 Block 401st Ave.
- Vehicle Lockout/Agency Assist – 100 Block Shamrock Dr.
- Directed Patrol/Traffic Detail – Intersection W. Chandler St. & Hwy 5
- Business Check – 500 Block 2nd Ave. NW
- Business Check – 100 Block 1st Ave. N.



Arlington Police Department

Glenn Gerads, Chief of Police

108 4th Ave. NW
Arlington, MN 55307

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

E-mail: police@arlingtonmn.com

2-20-23

- Traffic Stop – Intersection Hwy 5 & Marion Dr.
- Traffic Stop – Intersection Cty. Rd. 17 & Henderson Rd.
- Animal Call – 400 Block E. Adams St.
- Medical Call/Agency Assist – 600 Block 5th Ave. SE
- Traffic Stop – Intersection W. Baker St. & Hwy 5
- Medical Call/Agency Assist – 100 Block 7th Ave. SW
- Agency Assist – Intersection Cty. Rd. 17 & 2nd Set of Curves

2-21-23

- Traffic Stop – Intersection E. Main St. & 2nd Ave.
- Business Check – 600 Block W. Chandler St.
- Suspicious Activity – 700 Block Chestnut Dr.
- School Patrol – 200 Block 3rd Ave. NW
- Traffic Stop – Intersection Hwy 5 & W. Main St.
- Public Assist – 600 Block W. Chandler St. (SO)

2-22-23

- Parking Violation – 800 Block W. Brooks St.
- Parking Violation – Intersection 6th Ave. SW & W. Baker St.
- Parking Violation – Intersection W. Baker St. & 6th Ave.
- Juvenile Trouble – 200 Block 3rd Ave. NW
- Child Protection – 400 Block E. Adams St.
- Informational/Med Disposal – 100 Block 4th Ave. NW
- Civil Matter – 100 Block 5th Ave. NW
- Alarm/Agency Assist – 23200 Block 401st Ave.

2-23-23

- Agency Assist/Alarm – 500 Block 2nd Ave. NW
- Agency Assist/Alarm – 23200 Block 401st Ave. (SO)
- Business Check – 200 Block Shamrock Dr.
- Animal Call – 100 Block E. Adams St.
- Agency Assist – 200 Block N. 8th St., Henderson
- Agency Assist – 300 Block 4th St., Gaylord (*actual assist @ RSMC*)
- Business Check – 100 Block 1st Ave. N.
- Traffic Stop – 100 Block 1st Ave. N.
- Business Check – 600 Block W. Chandler St.
- Business Check – 500 Block 2nd Ave. NW
- Apartment Checks – 700 Block Chestnut Dr.
- Apartment Checks – 400 Block W. Elgin St.
- Business Check – 100 Block 1st Ave. N.
- Park Check – 300 Block 1st Ave. S.



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2-24-23

- Traffic Stop – Intersection Hwy 5 & W. Baker St.
- Business Check – 600 Block W. Chandler St.
- Traffic Stop – Intersection Cty. Rd. 17 & Henderson Rd.
- Informational – 100 Block 4th Ave. NW
- Property Damage – 300 Block W. Main St.
- Public Assist – 100 Block 4th Ave. NW
- Adult Protection – 400 Block 7th Ave. NW
- 911 Hangup – Intersection Hwy 5 & 230th St. (SO)
- Agency Assist/Alarm – 100 Block Shamrock Dr. (SO)
- Agency Assist/Juvenile Trouble - 200 Block 3rd Ave. NW (SO)
- Agency Assist/Theft – 400 Block W. Main St.

2-25-23

- Medical Call/Agency Assist – 600 Block Marion Dr. (SO)
- Property Damage – 400 Block E. Adams St.

2-26-23

- Noise Complaint – 400 Block E. Adams St.
- Agency Assist/Accident – Intersection W. Chandler St. & 4th Ave. NW (SO)
- Civil Matter – 400 Block E. Adams St.

2-27-23

- Medical Call/Agency Assist – 800 Block W. Main St.
- Suspicious Activity – Intersection 4th Ave. & E. Dayton St.
- Theft/Scam – 300 Block 3rd Ave. SW
- Welfare Check – 400 Block W. Douglas St.
- Agency Assist – 400 Block E. Adams St.
- Directed Patrol/Traffic Detail – Intersection W. Chandler St. & 8th Ave. NW
- Traffic Stop – Intersection W. Chandler St. & 7th Ave. NW
- Directed Patrol/Traffic Detail – Intersection 401st Ave. & Hwy 5
- Business Check – 200 Block W. Main St.
- Directed Patrol/Traffic Detail – 400 Block W. Alden St.
- Business Check – 23200 Block 401st Ave.
- Directed Patrol/Traffic Detail – Intersection 411th Ave. & W. Chandler St.
- Business Check – 100 Block 1st Ave. N.
- Business Check – 300 Block W. Main St.
- Park Check – 300 Block 1st Ave. S.
- Park Check – 24200 Block 387th Ave.
- Business Check – 500 Block W. Main St.
- Directed Patrol/Traffic Detail – Intersection Hwy 5 & W. Main St.



Arlington Police Department

Glenn Gerads, Chief of Police

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Arlington, MN 55307

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E-mail: police@arlingtonmn.com

2-28-23

- Business Check – 600 Block W. Chandler St.
- Ordinance Violation – 800 Block 7th Ave. NW
- Civil Matter/Paper Service – 600 Block 3rd St., Gaylord
- Residence Watch – 300 Block Frenzel Dr.
- Directed Patrol/Traffic Detail – Intersection W. Chandler St. & 8th Ave. NW
- Public Assist – 100 Block 4th Ave. NW
- Traffic Stop – Intersection W. Chandler St. & 7th Ave. NW
- Traffic Stop – Intersection W. Main St. & 411th Ave.
- Directed Patrol/Traffic Detail – Intersection Hwy 5 & W. Adams St.
- Directed Patrol/Traffic Detail – Intersection W. Chandler St. 411th Ave.
- Traffic Stop – Intersection Hwy 5 & Cty. Rd. 9 (SO)
- Business Check – 100 Block 1st Ave. N.
- Park Check – 600 Block Frenzel Dr.
- Park Check – 300 Block 1st Ave. S.

Glenn Gerads #301
Chief of Police

From: Kirby Weckworth
Sent: Tuesday, March 14, 2023 4:18 PM
To: City of Arlington - General
Subject: FW: Wastewater Treatment Facility Lighting Proposal

Shirley, this is the building lighting retrofit quote that Lee Ortloff had mentioned in our staff meeting. It is the same company as the community center quote the council approved. Please include this on the next agenda for approval

Wastewater Treatment Facility lighting upgrade at a cost of \$4,000.00

Thank you

Make it a great day

From: Adam Wacholz <awacholz@retrofitcompanies.com>
Sent: Tuesday, March 14, 2023 2:10 PM
To: Kirby Weckworth <kweckworth@arlingtonmn.com>
Subject: Wastewater Treatment Facility Lighting Proposal

Afternoon Kirby,

Attached is the updated quote for the wastewater treatment facility, please let me know if you have any questions.

Thank you,



Adam Wacholz • Lighting and Design Consultant
Retrofit Lighting & Design

P: 651-279-0325

E: awacholz@retrofitcompanies.com

www.retrofitcompanies.com



City of Arlington

Waste Water Treatment Center - Type B LED Upgrade 2023

March 14, 2023



Prepared By:

Adam Wacholz

Lighting Consultant

(651) 279-0325

awacholz@retrofitcompanies.com



Executive Summary

Since 1992, The Retrofit Companies, Inc. has offered thousands of clients a premium solution to help them meet their energy-saving goals. Through our collaborative approach, sophisticated design capabilities, and thorough project management, we implement high-performance solutions that deliver quality results.

We are pleased to offer you a customized turn-key solution that includes: project material, labor, equipment, and utility rebates. We've included estimates for your current and proposed energy usage, as well as savings for the areas this project addresses. Additionally, you will find payback and R.O.I. information. Please keep in mind that the electrical rate and hours of operation will affect the accuracy of these figures.

After reviewing this proposal, please sign and send back to get your lighting upgrade started. We look forward to working with you!

Adam Wacholz
Lighting Consultant
(651) 279-0325
awacholz@retrofitcompanies.com



Cash Flow Analysis

Assumptions	
Discount Rate	0.00%
Utility Rates +/-	0.00%
Analysis Years	10

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash Outflows											
Investment	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Down Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Financed Investment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL OUTFLOWS	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Inflows											
Energy	\$0	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462
HVAC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rebates	\$320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL INFLOWS	\$320	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462
TOTAL CASH FLOWS	-\$3,680	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462
Present Value (PV)	-\$3,680	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462	\$462
Net Present Value (NPV)		\$944.00									
Return on Investment (ROI)		12.57%									
Internal Return Rate (IRR)		4.38%									
Savings to Investment Ratio (SIR)		1.26									



City of Arlington

Waste Water Treatment Center - Type B LED Upgrade 2023

Customized Energy-Efficient Lighting Solution Summary

TRC will supply materials and the installation for conversion of your existing lighting systems. All equipment meets necessary requirements to qualify for the lighting rebates. Disposal costs are included in proposal price.

ENERGY SAVINGS

Current Annual lighting cost	\$653.00
Current KW	2.218
Current KWH	6,532
Proposed Annual lighting cost	\$191.00
Proposed KW	0.738
Proposed KWH	1,908
KW Saved	1.480
KWH Saved	4,624
Annual Energy Cost Savings	\$462.40
• MONTHLY	\$38.53
• DAILY (cost per business day of not doing retrofit)	\$1.93

Total Project Investment	\$4,000.00
Estimated Utility Rebate	\$320.00
Total Net Project Investment	\$3,680.00
Project Simple Payback (based on energy-excluding Maintenance savings) in years	7.96
Return on Investment Excluding Maintenance Savings	12.57%

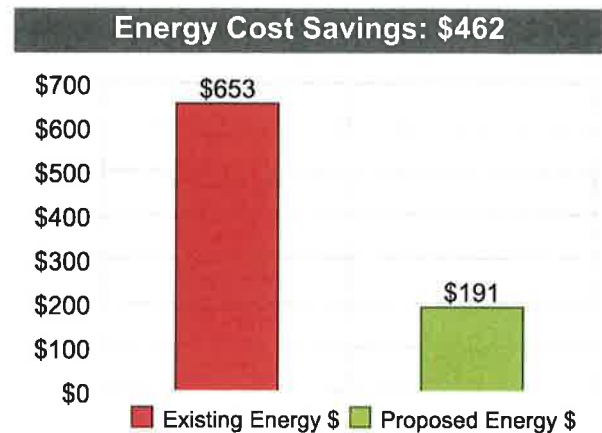
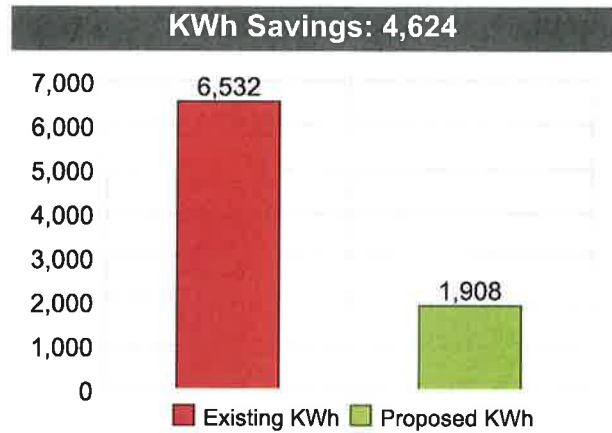
ENVIRONMENTAL IMPACT* (ANNUALLY)

Total greenhouse gas reduction (Metric Tons of CO2)	3.4
Passenger cars not driven for one year	0.7
Gallons of gasoline	387.1
Acres of forest preserved from deforestation	3.25
Tons of waste recycled instead of landfilled	4.41

*SOURCE: <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

Energy Savings Summary

The following graphs and tables show the annual energy savings expected with the proposed design, based on annual usage hours and a utility rate of \$0.1000 per kWh.



Area Detail

Waste Water Treatment Center				
Area	Energy Reduction %	Avg. Burn Hour Reduction %	Annual Energy Savings	Annual HVAC Savings
Interior	58%	0%	\$168	\$0
Exterior	81%	0%	\$294	\$0
Total Number of Fixtures: 29				

Terms and Conditions

Payment Terms: A down payment of 50% of the gross project value is due prior to project materials being ordered. The remaining balance is due upon project completion.

Incentives: The rebate figure provided is merely an estimate. Utilities reserve the right to adjust their rebate programs at any time, thus TRC will not be liable for unforeseen adjustments to rebate programs and amounts.

Schedule Contingencies: Conditions or events beyond the control of Company may jeopardize the proposed performance schedules. Company shall not be responsible for delays in delivery beyond Company's control. Examples of conditions or events beyond Company's control include inability to access Client's facility, extreme weather conditions, or force majeure.

Cancellation: Customer may choose to cancel prior to material shipment without additional restocking charge(s). Material orders that have been manufactured and/or shipped cannot be canceled and returned. All order cancellations must be in writing. All costs for warehousing and freight on orders canceled after shipment and/or refused at destination will be charged to the Customer.

Maintenance of Material: Customer acknowledges and agrees that Customer shall operate and maintain the material in accordance with the manufacturer's recommendations.

Publicity of Customer Participation: The Customer grants the Company the right to use and reference for promotional purposes the Customer's partnership with the Company.

Indemnification and Limitation of Company's Liability: Customer shall indemnify, defend and hold harmless Company, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the project or the performance of any services or other work in connection with the project's ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the fullest extent allowed by law, the Company's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Company and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the project, the Customer waives and releases the Company and its affiliates from all obligation, and for any liability or claim associated with the material, the performance of the material, or these Terms and Conditions.

Contractor Selection: Customer acknowledges that the Company reserves the right to select a vendor or contractor to install the materials and equipment at the Customer's facility.

Removal of Equipment: The Customer agrees to allow Company to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment. Customer may be responsible for securing an EPA ID #, if they don't currently have one, in the instance of PCB ballast being found on-site.

Energy Benefits: Other than the energy cost savings projected to the Customer, the Company is not held liable for unforeseen factors that could alter the projected savings outlined in this proposal.

PLEASE TAKE NOTICE:

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS

(B) UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

(C) IF AT ANY TIME DURING INSTALLATION OR INSPECTION IT IS FOUND THAT THE FACILITY'S EXISTING ELECTRICAL DOES NOT MEET CURRENT CODE, THE RETROFIT COMPANIES, INC. IS NOT RESPONSIBLE FOR THE WORK REQUIRED TO BRING ELECTRICAL UP TO CODE. THE RETROFIT COMPANIES, INC. REQUIRES FULL PAYMENT FOR THE ENTIRE CONTRACT. BUILDING OWNER IS RESPONSIBLE FOR MAKING ALL ARRANGEMENTS REQUIRED TO BRING ELECTRICAL UP TO CODE.

Warranty

The Retrofit Companies warrants that its labor for all Turn-Key Retrofit projects is consistent with applicable industry standards. If you believe that TRC's labor did not comply with this warranty, then for a period of 30 days, TRC will have its laborers work with you to cure any alleged deficiencies in the labor performed pursuant to the parties' agreement. This limited warranty period starts upon substantial completion.

TRC's limited warranty is strictly limited, and only applies, to TRC's labor provided on the project. You understand that TRC's warranty does not cover, and TRC does not have any responsibility for, the design, manufacture, operation, maintenance, or performance of the products and equipment used in your project. The applicable manufacturers' warranties are owned by you, and you may pursue any warranty-related claims for the products with the manufacturers. Your TRC representative can help put you in touch with the manufacturer.

WHAT IS NOT INCLUDED IN THE WARRANTY

Labor and Equipment

TRC will leave your facility with lights and equipment in full working order. If products should fail, TRC will assist you in making a warranty claim to the manufacturer, free of charge. At your option, TRC will offer repair at our hourly rate, or offer to ship product to you for your own installation. If lifts or other specialty equipment is required to access the defective product, those fees will also be charged at the time of service.

Shipping and Delivery

TRC will invoice for shipping fees associated with return & delivery of replacement products.

LIMITATION OF DAMAGES

Regardless of the type of claim or damages, you agree that TRC's aggregate liability for all claims will not exceed the fee paid for our labor services or \$25,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$50,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

WARRANTY LIMITATIONS

THIS LIMITED WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY TRC, AND REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF TRC. THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY CONSTITUTE THE EXCLUSIVE REMEDY AND ARE EXPRESSLY PROVIDED IN LIEU OF, AND REPLACE, ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, AND WARRANTIES. THIS LIMITED WARRANTY IS NON-TRANSFERABLE AND THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. TRC'S OBLIGATIONS, RESPONSIBILITIES AND/OR LIABILITY SHALL BE LIMITED AS STATED ABOVE.

IN NO EVENT SHALL TRC BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING ECONOMIC LOSS AND DAMAGE TO ANY PERSONS OR PROPERTY.

STATEMENT FROM
SHIRLEY SLATER-SCHULTE, INTERIM CITY ADMINISTRATOR

12040 Noon Drive, Dayton, MN 55327

763-439-3943 slaterschulte@gmail.com

My contract is limited to 24 hours per week, during the following weeks I had additional hours that I am requesting to be paid for:

March 10, 2023, I transcribed the minutes from March 6, 2023, as there was a lot of material that needed to be transcribed as spoken and I spent over 4 hours to complete the minutes. I did this at my home office and would like to be paid for the extra hours.

4 hrs. @ \$80.00 = \$320.00

March 13, 2023, to March 16, 2023, includes meeting with City Attorney Janssen, Councilor Meyer and Litfin, in Gaylord on March 14 and Personnel mtg scheduled on March 1. I worked 28.25 hours and was paid for 24 hours leaving a balance of

4.25 hrs. @ \$80.00 = \$340.00

Total Due for the extra time is \$660.00

Thank you for your time and consideration of this item. I will continue to try and limit the hours to 24 hours per week.

Dated March 16 , 2023,



Shirley Slater-Schulte, Interim City Adm.

JOB DESCRIPTION

Administration
City of Arlington

Title of Class: ~~Deputy Clerk~~ *Finance Officer, Payroll Clerk, City Clerk*
Effective Date: ~~September 19, 2016~~
Pay Status: Non-Exempt

DESCRIPTION OF WORK

General Statement of Duties: Primary responsibility for maintaining and reconciling financial records through use of customized accounting programs; maintains bookkeeping records and documentation as required under generally accepted accounting principles. This position is responsible for customer billing and collection of water, sewer, storm water/sewer and electric charges.

Supervision Received: Works under the general supervision of the City Administrator.

Supervision Exercised: Provides general supervision over all administrative staff.

TYPICAL DUTIES PERFORMED

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

1. Develops, maintains, and monitors all accounting and financial records to insure conformity to generally accepted government accounting principles to include: the general ledger, budget records and reports, investments, bank reconciliations, journal entries, payroll, utility billing and payables, special assessment records, tax payments and related reports.
2. Controls the accuracy, completeness of, and access to utility billing program; coordinates collections and disconnect notices, establishes payment plans, reconciles monthly billing and produces related reporting.
3. Prepares all financial reports, as required, including monthly revenue/expenditure and cash balance reports for the City Council. Completes year-end accruals and closeouts.
4. Oversees, develops and manages systems for cash receipts, cash disbursements, tax settlements, utility billing, general billing and fixed assets.
5. Reports unpaid and pending assessments and unpaid utility bills in assessment searches.
6. Ensures preparation of tax reporting and periodic tax deposits are made to appropriate authorities in accordance with tax deadlines. Reconciles federal, FICA, state, local and unemployment tax payments to ensure correctness. Balances taxes to records and general ledger journal entries.
7. Assists in the administration of sick leave and vacation benefit programs, including updating employee histories of leave taken, monitoring leave accruals and balances, preparing and distributing reports to department managers and employees, and calculating vacation balances at

termination of employment. Administers employee insurance benefits and billing and assists employees with problems and claims.

8. Keeps up-to-date and informed on pending state and/or federal legislation, including local, state, and federal regulations governing payroll; interprets impact of changes and implements to ensure compliance.
9. Works with the City auditor and bonding consultant in coordinating information for audits, annual financial statements, and bonding records; including the coordination and preparation of bond sales for the City.
10. Assists in the preparation of the annual budget for all areas of responsibility.
11. Maintains record of pledged collateral by Official Depositories to meet Statute requirements; contacts depository as necessary to adjust amount.
12. Reconciles bank statements and monthly fund balances. Assists in managing City investments and savings accounts by performing transfers and monitoring and paying bond payments.
13. Reviews, accepts or rejects, and tracks proof of insurance for license holders and contractors doing business for, or on behalf of, the City.
14. Develops and maintains a good working knowledge of all City and department policies and procedures in order to help facilitate compliance with such policies and procedures by all personnel. Provides information, explanation and assistance to the public and other employees on a wide range of City policies and procedures.
15. Updates utility and accounting programs as necessary. Update rates in billing and payroll modules.
16. Confers regularly with the City Administrator: keeps the City Administrator informed of all-important matters including suspicious or noteworthy activity; contributes to the overall planning, design, and maintenance of the City's financial status.
17. Serves as an alternate Board Member of the Minnesota Municipal Power Agency (MMPA) and represents the City at MMPA meetings and activities at a minimum of twice per year.
18. Special projects and other duties as assigned by the Administrator, as well as assists the City Administrator and performs duties in his/her absence.
19. Perform all other related duties and responsibilities as apparent or as assigned.
20. Attend annual training and/or seminars necessary to fortify professional development and to stay abreast of changes related to job duties.

KNOWLEDGE, SKILLS AND ABILITIES

1. Must have knowledge of municipal finance practices and procedures, including a thorough knowledge of Minnesota's system of local governmental finance. Must have knowledge of generally accepted accounting principles and be able to formulate, initiate, and administer policies and procedures.
2. Must have comprehensive knowledge of investment practices and Minnesota statutes as they apply to municipal finances.

3. Must have strong communications skills, by displaying the ability to express oneself effectively both orally and in writing, and to be able to work in partnership with Department Heads. This position must also be able to exhibit the ability to present and discuss financial data with the City Administrator and City Council.
4. Must be able to effectively represent the organization, department and its operations to management, other agencies, staff and citizens with a courteous, helpful, accurate, positive and professional attitude.
5. Must act in a decisive manner, using good judgment and be able to assess problems and situations, be able to anticipate needs and evaluate alternatives.
6. Ability to maintain confidentiality as required by the Minnesota Data Practice Act, use discretion relating to work material and assignments, and exercise appropriate judgment in the release or presentation of information.
7. Ability to define problems, collect data, establish fact, and draw valid conclusions.
8. Must be proficient in Microsoft Office and utility/payroll software systems. Knowledge of and ability to operate common office equipment including, scanners, fax machines and copiers.
9. Ability to read, analyze, and interpret documents such as City policies, state statutes and simple legal documents to fellow City employees and members of the public.
10. Work is performed in close cooperation with, and under the direction of the City Administrator. A great deal of independent judgment is required.

PHYSICAL REQUIREMENTS

The primary tasks and functions of the position consist of typical office functions. While performing the duties of this job, the employee is regularly required to sit, stand and move about the office; use hands to finger, handle or feel objects, tools or controls; and reach with hands and arms. The employee is required to speak, hear and see in order to share information, receive instructions and complete tasks using a computer screen. Tasks may require extended periods of time at a keyboard. The employee must occasionally lift and/or move up to 25 pounds.

The normal work environment is a modern, climate-controlled office building, with moderate levels of noise generated by conversations, phones and other office equipment.

MINIMUM QUALIFICATIONS

Associates Degree in business administration, accounting or closely related field and three years of municipal administrative experience. Completion of Minnesota Municipal Clerk's Institute program within the first three years of employment.

DESIRABLE QUALIFICATIONS

Fluency in a second language, in addition to English, that has a recognized presence in the community. (Spanish, etc.)

Section 1
Accounting
and
Finance

Accounting & Finance

<u>Possible Local Class Title</u>	<u>Possible Match With State Classes</u>	<u>State Point Rating</u>	<u>Possible Point Range</u>	<u>Brief Description of Job Class</u>
<ul style="list-style-type: none"> • Accountant • Account Clerk • Admissions Clerk • Bookkeeper • Payroll Clerk • Treasurer 	Office & Admin Spec.	117	113-125	Under general supervision, processes and maintains varied records and written materials through the selection and use of established clerical procedures requiring knowledge of program operations and procedures; may also account for receipts and disbursements of money for standard accounts.
	Office & Admin Spec. Int.	141	135-151	Under general supervision, reviews, processes, and maintains records and written materials selecting and using varied clerical procedures, performs specialized program support work and/or provides technical advice and work guidance to other office support staff as a lead worker; May process information required to secure reimbursements for the cost of care and treatment provided to patients/residents.
	Account Clerk	141	135-151	Under general supervision. Performs a combination of clerical and bookkeeping duties involving specialized knowledge of financial records and coding, inputting and accessing information in the accounting system to maintain complete bookkeeping records where scope, volume or complexity is limited; or to maintain a difficult part of an extensive bookkeeping operation; Responsible for bookkeeping in a central accounting system. Work involves the application of bookkeeping principles in maintaining financial records. May prepare payroll, invoices, purchase orders, etc.
	Account Clerk, Senior	173	162-181	Under general supervision, provides the bookkeeping and clerical services necessary to initiate and complete a functional phase of a major transactional accounting operation (such as a centralized accounts payable or receivable operation) and/or provides lead work direction to co-workers.

	Accounting Technician	203	198-213	Under limited supervision, provides technical fiscal advice and service requiring interpretation of rules and regulations relating to the accounting system including responsibility for the planning and control of expenditures for a distinct fiscal operation such as a major set of accounts, pre-audit of transactions in a major activity or cash receipts in a major facility; may provide technical advice and work guidance to office support staff as a lead worker.
	Accounting Officer	238	228-252	Under general supervision, functions as a fiscal officer of a small department, institution, or major division, or as an assistant to higher-level accounting personnel in a large fiscal operation; develops, maintains, and interprets financial information systems; analyzes and interprets fiscal data to provide a wide range of clearly-defined accounting services; may provide leadwork direction to Account Clerks, Accounting Technicians, or clerical employees engaged in fiscal operations.
<ul style="list-style-type: none"> • Purchasing Director • Business Manager • Clinic Manager 	Buyer 2	238	228-252	An employee in this class is responsible for obtaining information, preparing specifications and invitations for bids and negotiating transactions for the purchase of various kinds of materials and supplies of a complex nature. The employee is assigned a group of related items to be purchased and has independent responsibility for finding sources of supply and determining suitability of goods and equipment for purchase in relation to price, quality and conformity to specifications.
	Business Manager 1	342	314-353	Under limited supervision, plans and supervises all business functions of a medium-sized state institution to support general policies and objectives determined by the administrator; supervises employees engaged in a variety of functions.
	Business Manager 2	479	451-496	Under limited supervision, plans and manages all fiscal, service, and business operations of a large state institution to support general policies and objectives determined by the administrator; supervises employees engaged in diverse functions.

- Accounting Manager
- Finance Director
- Treasurer

Accounting Officer Sr.	342	314-342	Under limited supervision, maintains large state-federal or state-county accounts, oversees a major accounting function in a large department, or directs an accounting division of a numerous employees to coordinate the various phases of accounting services; develops procedures and policies for the work involved; usually provides leadwork for accounting professional, para-professional, and bookkeeping employees.
Accounting Supervisor, Sr.	353	323-353	Employees in this class supervise a complex accounting system and maintain a large and complex system of accounts as a section chief in the finance division of a large department, large state-federal or state-county accounts in the accounting division of a large institution. Supervisory responsibility includes either effectively recommending or hiring, directing, disciplining, performance evaluation, assigning the duties, and training accounting professional, technical and clerical staff. This responsibility extends to the development of policies as well as procedures for the fiscal operation.
Accounting Supervisor Prin.	393	372-417	Under limited supervision, supervises an accounting section or serves as top assistant to an accounting manager or other high-level fiscal management officer in a large state department to provide financial support for departmental policies and programs; performs related work as required.
Accounting Director	479	464-511	Under limited supervision, directs all accounting functions of a large state department, agency, or institution to provide technical and supervisory financial support for policies and programs established by the department's head; supervises professional and technical accounting employees and serves as chief liaison to activity managers; performs related work as required.

CITY OF Arlington
2022 Position Classification Table

Grade	Position	Grade	Position
117	Administrative Assistant Entry	275	Planning and Zoning Administrator
121	Maintenance Worker	280	Assistant Ambulance Manager
130	Police Administrative Coordinator	342	Ambulance Manager -
228	Deputy Clerk <i>29.95</i>	350 - <i>Finance</i>	
244	Police Officer	353	Police Chief
252	Public Works Superintendent	483	City Administrator

subsequently adjusted by the Council shall be the Compensation Plan of the City.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF Arlington

That the following tables are hereby adopted as the City Position Classification Table and Pay Grid, to be reviewed from time to time, as appropriate.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Thomes and upon poll being taken thereon the following voted in favor thereof: Morgan, Thomes, Meyer, Scharpe, Battcher; and the following voted against the same: none; and the following abstained from voting: none; and the following were absent: none.

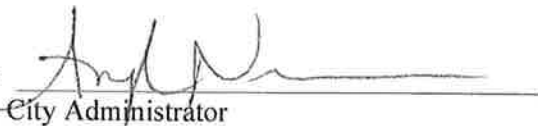
The foregoing resolution was adopted by the City Council of the City of Arlington this 21st day March of 2022.

Signed:



Mayor

Attest:



City Administrator

increase after one year of continuous employment, generally, the first year anniversary date. In subsequent years, eligible employees will be eligible for consideration for the merit performance increase as specified previously and at the discretion of the City Administrator.

5. Market Conditions

Notwithstanding any language to the contrary, the City Council retains the right to deviate from the pay plan when, in the sole judgment of the City Council, market conditions or other circumstances dictate such a decision.

The City Administrator maintain final approval responsibility for salary increases.

J. Annual Market Adjustment Consideration

As part of the budget preparation process, an annual market adjustment to the existing pay grid, expressed as a percentage increase, is recommended to the City Council for review and consideration for approval.

In determining a recommendation for an annual market adjustment, at least the following information shall be considered:

1. U.S., Midwest, and Minneapolis/St. Paul consumer price index changes (CPIU & CPIW)
2. Employment cost data
3. Social Security and PERA calculation of cost-of-living increase
4. Unemployment rate
5. Employee turnover rate
6. Legislative growth factor constraints

An approved market adjustment is applied only to the City Pay Grid, and no individual market increases will be granted in 2022. If an adjustment to the pay grid results in a regular employee's wages being below the minimum rate of the grid, the wages for the affected employee(s) will be increased to the newly established minimum rate effective January 1st.

K. Modification of the Plan

The City Council reserves the right to modify any or all of the components or to vary from any of the components of the Compensation Plan at its discretion and at any time.

L. Review of the Plan

As often as necessary to assure continued correct classification, the Position Evaluation and Compensation Plan shall be reviewed by the City Administrator and necessary adjustments recommended to the City Council. It is recommended that a comprehensive review be completed at least every five years.

M. Filing of the Plan

Upon adoption of the Resolution, a copy of the Compensation Plan approved by the City Council shall be placed on file with the City Administrator. The plan so filed and

level of knowledge, skills, ability, and quality of work, personal work traits, compliance with established City or departmental rules and regulations or any other criteria that is indicative of performance.

- The performance appraisal process is the application of performance standards to past performance. In appraising an employee, these are the basic levels of performance:

Exceptional - Performance is exceptional in all areas and is recognizable as being far superior to others.

Commendable - Results clearly exceed most positions requirements. Performance is of high quality and is achieved on a consistent basis.

Satisfactory - Competent and dependable level of performance. Meets performance standards of the job.

Needs Improvement - Performance is deficient in certain area(s). Improvement is necessary.

Unacceptable - Results are generally unacceptable and require immediate improvement.

- Results

The results of the employee's evaluation will normally have the following effect on his/her salary per the following Merit Increase Guide:

Merit Guide Chart						
Pay Level Within Grade						
Compensation Ratio	80-88	89-96	97-104	105-112	113+	116.1-120
Performance Rating	Minimum	Lower Middle	Midpoint (Competitive Market)	Upper Middle	Maximum	Maximum
Exceptional (4.6- 5)	6%	5%	4%	3%	2%	2%
Commendable (3.6- 4.5)	5%	4%	3%	2%	1%	1%
Satisfactory (2.6- 3.5)	3%	3%	2%	1%	1%	0%
Needs Improvement (1.6- 2.5)	0%	0%	0%	0%	0%	0%
Unacceptable (0- 1.5)	0%	0%	0%	0%	0%	0%

NOTE: 1) % increase may not result in a pay rate higher than the maximum noted on the pay grid

**compa-ratio refers to the location of the individual in the range relative to the market.*

Merit performance increases for eligible regular full time and regular part time employees will be effective on the first date of the first full pay period commencing on or after January 1, 2022 are eligible for consideration for a merit performance

**CITY OF Arlington
2022 Pay Grid Table**

2022 Arlington Pay Grid – up to 6% Increase			
Grade	MIN	MID/ MARKET	MAX
	80%	100%	120%
483	\$37.45	\$43.79	\$50.15
353	\$31.26	\$37.13	\$43.00
342	\$20.37	\$27.22	\$34.06
280	\$18.87	\$23.57	\$28.26
275	\$21.09	\$23.79	\$26.48
252	\$26.85	\$34.06	\$41.26
244	\$21.09	\$27.24	\$33.38
228	\$23.54	\$31.38	\$39.23
130	\$17.10	\$21.04	\$24.98
121	\$18.95	\$23.18	\$27.41
117	\$12.00	\$16.88	\$21.75

Any time off during probation, except for funeral leave, will be taken as unpaid leave. After a successful probationary period, employees will receive 68 hours of PTO and begin accruing 4 hour per pay period for the remainder of the year. Employees will have access to use their PTO time 30 days following the end of their probation period.

The City of Arlington will cap the amount of PTO leave at 296 hours per year. Employees will have until May 18, 2022 to get below 296 hours. Any hours over 296 after May 18, 2022 will be forfeited. PTO will be accrued through an annual allocation in January and four hours per pay period for the remainder of the year. The January allocation will vary depending on your years of service.

Employees hired prior to January 1, 2018, will retain current sick leave balances as of December 17, 2018 to be titled "Catastrophic Sick Bank", and available for use when three or more days absence is required. Employees that retire with a balance in the Catastrophic Sick Bank will be eligible to have a portion of the sick leave paid out at their hourly rate as of December 18, 2017, and at percentages provided for in the prior sick leave policy.

Employees leaving the City in good standing for a resignation or retirement are eligible for a payout of their accrued leave up to the maximum accrual amount or one and a half of their annual accruals. Employees will have the option to direct this money into a Healthcare Savings Account, 457 Deferred Compensation Plan (subject to IRS maximum deferral regulations and Minnesota Law) or receive a payout after taxes.

Towards year end, employees whose actual years of service of contract period exceed two years are eligible to designate up to 48 hours of unused PTO for payment into a Healthcare Savings Account or 457 Deferred Compensation Plan, as long as the employee has used at least 30% of the annual leave accrual in the current year.

Annual leave will accrue on a pay-period basis up to a maximum of one-and-one-half times the employee's maximum annual accrual rate as noted above. Employees may carry over any annual leave that does not exceed the stated cap. No additional accrual will occur above the cap.

Annual leave will not accrue during unpaid leaves.

13.5 Catastrophic Sick Bank

Employees hired prior to January 1, 2018, who have accrued sick leave will retain sixty-five (65) percent of their sick leave balance to be used as "catastrophic sick bank" until the balance is exhausted. Catastrophic sick bank can be used for any doctor certified extended leave that would have been covered under the previous sick leave policy. An extended leave for purposes of this policy is defined as one requiring an employee to be out of work for more than three (3) consecutive days.

If an employee knows he/she will be out for more than three (3) consecutive days before the absence, he/she will be eligible to use the deferred sick leave from the first day. For example, if an employee has a scheduled surgery where he/she knows – in advance – he/she will be out for two (2) weeks, the employee will be able to use hours from the deferred sick leave bank starting on the first day of the absence. If an employee is out and expects to return within three (3) days, he/she will use Annual Leave. If the medical condition extends beyond the three (3) days, the deferred sick leave bank will be applied retroactively, and any annual leave used will be restored to the employee's annual leave balance.

Once the catastrophic sick bank is exhausted, employees will use annual leave for all absences covered by the annual leave program. Any deferred sick leave balance remaining when an employee leaves city service will expire. The City will not pay out any hours that may remain in the deferred sick leave bank at termination.

needs, those employees who cannot take advantage of either half day off shall receive compensation time for four (4) hours instead.

When a holiday falls on a Sunday, the following Monday will be the “observed” holiday and when a holiday falls on a Saturday, the preceding Friday will be the “observed” holiday for City operations/facilities that are closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Part-time employees will receive no holiday pay. Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for non-exempt employees required to work on a holiday will be for hours worked on the “actual” or “observed” holiday.

Employees wanting to observe holidays other than those officially observed by the City may request either vacation leave or unpaid leave for such time off.

SECTION 13 – LEAVES

13.1 Annual Leave

Annual leave replaces, and is in lieu of, individual sick leave, vacation leave, and combines them into on single benefit program.

Annual leave can be used for any reason, subject to existing request and approval procedures. As with all paid time off programs, supervisors must ensure that service to the public and work requirements are not adversely impacted.

13.2 Medical Certification

Good attendance is an essential job function for all city employees. If unplanned absences are excessive, a doctor’s certification may be required. The doctor’s certification is to state the nature and duration of the illness or injury and verify that the employee is unable to perform the duties and responsibilities of his/her position.

A statement attesting to the employee’s ability to return to work and perform the essential function of the job and a description of any work restrictions may also be required before the employee returns to work.

13.3 Accrual Rates for Annual Leave

2018 Accrual Rates:

Years of Service	Annual Accrual Rate	January Accrual	Per Pay Period Accrual
Hire - 2 years	136 hours	32	4
3 - 5 years	160 hours	56	4
6 - 10 years	200 hours	96	4
11 - 15 years	216 hours	112	4
16 - 20 years	232 hours	128	4
21+ years	256 hours	152	4

13.4 Paid Time Off

Paid Time Off (PTO) replaces vacation and sick leave beginning in 2018. The only requirement for the use of PTO is that it be approved through your supervisor so that your absence does not create a hardship for the department.

**City of Arlington
Code of Ethics and Conduct
For
Elected and Appointed Officials**

Approved: _____

*"Always do right. This will gratify some people and
astonish the rest."*

-- Mark Twain

Policy Purpose

The Arlington City Council adopts this **Code of Ethics and Conduct** to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Arlington's City government.

A. ETHICS

The citizens and businesses of Arlington are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of city government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Arlington and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.

2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of Minnesota and the City of Arlington in the performance of their public duties.

3. **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff or public.

4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.

5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.

6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

7. **Communication.** For adjudicative matters pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the

City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.

8. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

9. Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. Confidential Information. Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

11. Use of Public Resources. Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

12. Representation of Private Interests. In keeping with their role as stewards of the public interest, members of the Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of the Boards, Committees and Commissions appear before their own bodies representing private interests.

13. Open Meeting Laws. No Council member, Board member, Committee member or Commission member shall knowingly violate the open meeting laws.

14. **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Arlington, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.

15. **Policy Role of Members.** Members shall respect and adhere to the City Administrator structure of Arlington City government as outlined in the Arlington City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

16. **Independence of Boards, Committees and Commissions.** Because of the value of the advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.

17. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees and in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Arlington.

1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) Honor the role of the mayor or chair in maintaining order

It is the responsibility of the mayor or chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the mayor or chair actions, those objections should be voiced politely and with reason.

(b) Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

(c) Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and may challenge the other member to justify or apologize for the language used. The mayor or chair will maintain control of this discussion.

(d) Demonstrate effective problem-solving approaches

Members have a public stage and have the responsibility to show how individuals with different points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(a) Be welcoming to speakers and treat them with care and gentleness.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

(b) Be fair and equitable in allocating public hearing time to individual speakers.

The mayor or chair will determine and announce limits on speakers at the start of the public hearing process.

(c) Practice active listening

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.

(d) Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

(e) Ask for clarification, but avoid debate and argument with the public

Only the mayor or chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the mayor or chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) Do not disrupt City staff from their jobs

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) Never publicly criticize an individual employee

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Administrator or the Mayor.

(d) Do not get involved in administrative functions

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

(e) Do not solicit political support from staff

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(f) No Attorney-Client Relationship

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

C. SANCTIONS

(a) Acknowledgement of Code of Ethics and Conduct

Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) Behavior and Conduct

The Arlington Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Arlington City Council, Boards, Committees and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council. Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor of the City Council) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor of the City Council), then the alleged violation(s) can be brought up with the full Council.

Board, Committee and Commission Members:

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Attorney, the City Administrator, and the City Council. The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation. When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Administrator or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Attorney to investigate the perceived violation.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Administrator and the City Attorney, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

D. IMPLEMENTATION

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council and applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

**City of Arlington
Code of Ethics and Conduct
For
Elected and Appointed Officials**

I affirm that I have read and understand the City of Arlington Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

RESOLUTION NO. 13-2023

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ARLINGTON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Arlington on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Arlington, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Arlington on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police, Glenn Gerads, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City Attorney, Ken Janssen, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Matthew Scharpe-, the Mayor for the City of Arlington, and Shirley Slater-Schulte, the Interim City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 20th day of March, 2023.

CITY OF ARLINGTON

By: Matthew Scharpe
Its Mayor

ATTEST:

By: Shirley Slater-Schulte
Its Interim City Administrator

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Arlington on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 223953, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Arlington on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007

Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Chief Glenn Gerads
Address: 108 4th Avenue NW
Arlington, MN 55307
Telephone: 507.964.5200
Email Address: ggerads@arlingtonmn.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber

Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

Library Basement Crawlspace

Two bids:

Innovative Basement Authority: \$24,786.34

SafeBasements of Minnesota Inc.: \$10,500.00

I propose we go with the bid from SafeBasements.

The two bids are pretty much identical with the exception of Innovative's which includes a tiled crawl drain and sump pump. SafeBasements said drainage and sump pump were not necessary because the library is not experiencing a ground water issue. If it were, the rest of the basement would be under water.

Innovative's bid does not include the electrical and plumbing necessary to power and drain the sump pump. These would be additional costs above and beyond their bid.

The end result would be encapsulation of the whole crawlspace with a liner on the floor and walls. Spray foam would also fill the rim joists along the whole outside perimeter. A commercial dehumidifier would be installed. (Drainage is dependent on which bid is accepted.)

Prepared by Andrew Kelton, Library Director

Minneapolis
 6265 Carmen Avenue
 Inver Grove Heights, MN 55076
 (612) 246-3559



CONTRACT

Licensed Contractor BC765730	Date 3/9/2023
Customer Arlington Public Library Andrew Kelton	Phone (Work or Home) CallerID: 5079642490
Project Location 321 W Main St ARLINGTON, MN 55307	E-mail libtsa@tds.lib.mn.us

PROPOSED PRODUCTS	QTY
5 Year Annual Service Plan	1.0
AquaStop Crawlspace Triple	1.0
AquaStop CrawlDrain	71.0
Rim Joist Insulation	100.0
AquaStop ExtremeBloc	300.0
AquaStop Air System - Crawlspace	1.0
AquaStop Biocide Spray	470.0
AquaStop CrawlSeal Wrap Piers	10.0
Additional Products Quantity (see page 2 for details)	985.0
	Fuel Surcharge \$99.00
	Contract Price \$24,786.34

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks Minnesota, LLC (the "Contractor").

- | | |
|---|---|
| <input checked="" type="checkbox"/> Customer is responsible for removing all personal items from the work area. | <input checked="" type="checkbox"/> A full perimeter drainage system with sump pump was recommended. |
| <input checked="" type="checkbox"/> Customer assumes responsibility for damages to hidden or unmarked utility lines. | <input checked="" type="checkbox"/> Customer is aware of warranty and all addenda. |
| <input checked="" type="checkbox"/> Stabilization is warranted. Contractor can attempt to lift at Customer's request. | <input checked="" type="checkbox"/> Customer is responsible for providing all necessary electrical outlets. |

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer	Contractor
<input checked="" type="checkbox"/> _____	<input checked="" type="checkbox"/> _____
<input checked="" type="checkbox"/> _____	
Date <u>3/9/2023</u>	Date <u>3/9/2023</u>

PROPOSED PRODUCTS CONTINUED**QTY****AquaStop CrawlSeal****985.0****Product Specifications****5 Year Annual Service Plan**

Five years of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

AquaStop Crawlspace Triple

Install Triple pump system with twin liner, (2) 1/3 hp cast iron primary AC pump, and battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes pump stands, airtight lid with airtight floor drain, and water alarm system. Will require installation of dedicated electrical outlets at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Unless otherwise noted on this contract, buried discharge will be an additional cost.

AquaStop CrawlDrain

Install CrawlDrain in the area shown. Hand dig in order to develop a trench where indicated on the drawing and install 4" corrugated and perforated pipe with engineered mesh silt sock to collect ground water, back filled with #57 drainage stone and connect to sump system to discharge.

Rim Joist Insulation

Install insulation in rim joist cavity.

AquaStop ExtremeBloc

Install ExTremeBloc insulation on the crawlspace walls as shown in the job drawing. ExTremeBloc is a 2" thick insulation paneling and is Termite Resistant, Moisture resistant as well as Environmentally Friendly. ExTremeBloc is a foam sheathing designed for high thermal efficiency. A termite inspection reveal will be left at the top of the foundation wall. All Vents will be sealed from inside the crawl space. ExTremeBloc comes with a Lifetime Manufacturer's Warranty.

AquaStop Air System - Crawlspace

Install AquaStop air system to keep humidity low. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required.

AquaStop Biocide Spray

AquaStop Biocide Spray. Customer understands that perimeter drainage system and controlling the earth's moisture is the permanent solution.

AquaStop CrawlSeal Wrap Piers

Wrap all existing CMU/Brick Piers with AquaStop CrawlSeal liner. Contractor will leave a termite inspection gap at the top of each pier. The liner will be fastened to the pier and the top edge of the liner will be sealed with caulking.

AquaStop CrawlSeal

Install AquaStop CrawlSeal crawlspace liner. The CrawlSeal encapsulation system comes with a Class A fire rating. Light grade of the crawlspace. All existing liner and debris is to be removed and hauled away. CrawlSeal will be installed with 100% floor coverage. All sections of liner will be overlapped a minimum of 1' and will be seamed together. A dehumidifier is highly recommended. A full perimeter drainage system with sump pump(s) is recommended. The crawlspace liner comes with a 25-year transferable warranty. See warranty section for full details.

Customer agrees to

- o Provide dedicated electrical for any sump pumps or dehumidifiers.
- o Make final payment to foreman after completion of work.
- o Customer will have misc. debris removed from crawlspace prior to crew coming out to install Encapsulation System

Terms and Conditions

1. **Services.** Groundworks Minnesota, LLC d/b/a Innovative Basement Authority, license no. BC765730, is licensed by the Minnesota Department of Labor and Industry. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 8% per year shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.** Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. A claim against the Contractor Recovery Fund will be stayed until completion of the mandatory arbitration proceeding. The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration. If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 8% per year. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
 - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
 - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
 - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
 - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
 - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.
13. **A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Contractor Groundworks Minnesota, LLC

Name: X _____

Name: X _____

By: Arlington Public Library Andrew Kelton

By: Rob Grove

Licensed Contractor #: BC765730

Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$200 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

Enter type of goods or services purchased: X _____

Date of Transaction: X _____

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Contractor no later than midnight within three business days from the above date. If you cancel, any payments made by you under the Contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the written instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to:

Groundworks Minnesota, LLC at 6265 Carmen Avenue, Inver Grove Heights, MN 55076

not later than midnight of X _____.

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

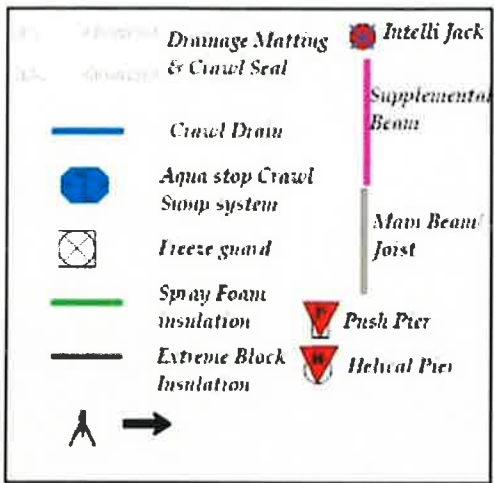
(Customer's signature) _____

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

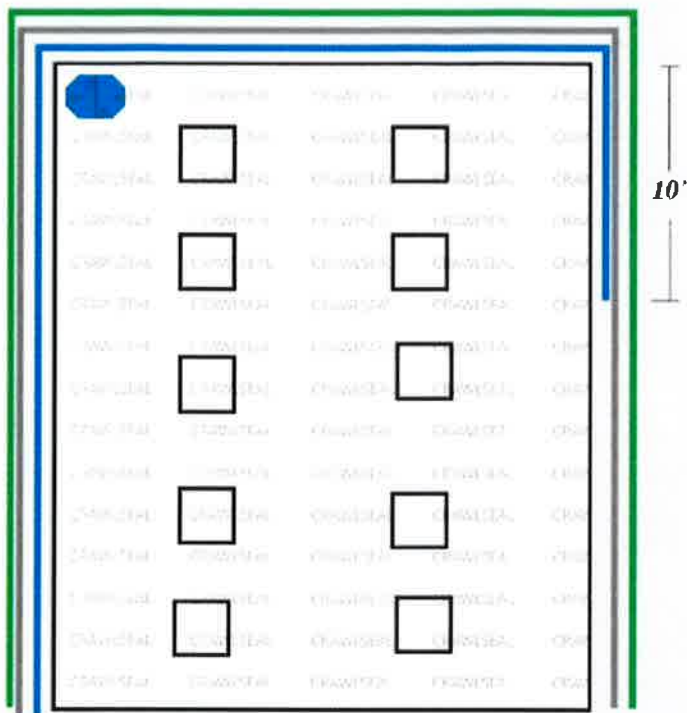
DRAWINGS



Key:



39'



10'

22'

Front Of Library

Property Owner:	Jurisdiction:	Scope:	Notes:
Arlington Library	SF - PJ SF		IBA MSP 6265 Carmen Ave. IGH, MN 55076 DOE
CR1:			
Rob Grove			

PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$24,786.34
Deposit	\$6,196.59
Due Upon Completion	\$18,589.76

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

X _____ (Initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X _____ (Initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL. If the Contract was solicited at a location other than the place of business of Contractor, and Customer does not want the goods or services, Customer may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. The notice must be mailed or delivered to: Groundworks Minnesota, LLC at 6265 Carmen Avenue, Inver Grove Heights, MN 55076. If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X _____

X _____

X _____

Date 3/9/2023

Date 3/9/2023



Prepared for:
Andrew Kelton
321 Main St W
Arlington, MN 56266
(507) 964-2490 | libtsa@tds.lib.mn.us

[Bid #: 00034010](#)

Evaluated on:
March 13, 2023

Evaluated By:
Derek Kragenbring
(320) 535-0285 | derek@safebasements.com

SafeBasements of MN
60335 US 12
Litchfield, MN 55355
Office (320) 593-8729

Bid and Scope of Work

SafeBasements of Minnesota has performed an evaluation of your home. Any issues observed may have been caused by multiple sources that will need to be addressed. SafeBasements of Minnesota approaches these repairs using a comprehensive solution that addresses the source of the problem. We take pride in assuring that our scheduled installation dates are as accurate as possible. Below, are the services and/or repairs we recommend and the associated cost..

Bid Items

Name	Qty/Ft/Lbs
Installation of 90mil Wall Encapsulation (sq ft)	350.00
Installation of Combo Floor Liner	850.00
Installation of Aprilaire 100 Pint Dehumidifier	1.00
Installation of spray insulation foam in the rim joist area above the foundation (per linear ft)	100.00
Debris Removal	1.00

Payment Terms

Down Payment: 10%

Bid Acceptance Down Payment: \$1,050.00

Project Completion: \$9,450.00

Tax:

Total: \$10,500.00

Financing Options are available. Ask your sales consultant for more details.

If you would like to approve your bid electronically, [click here](#).

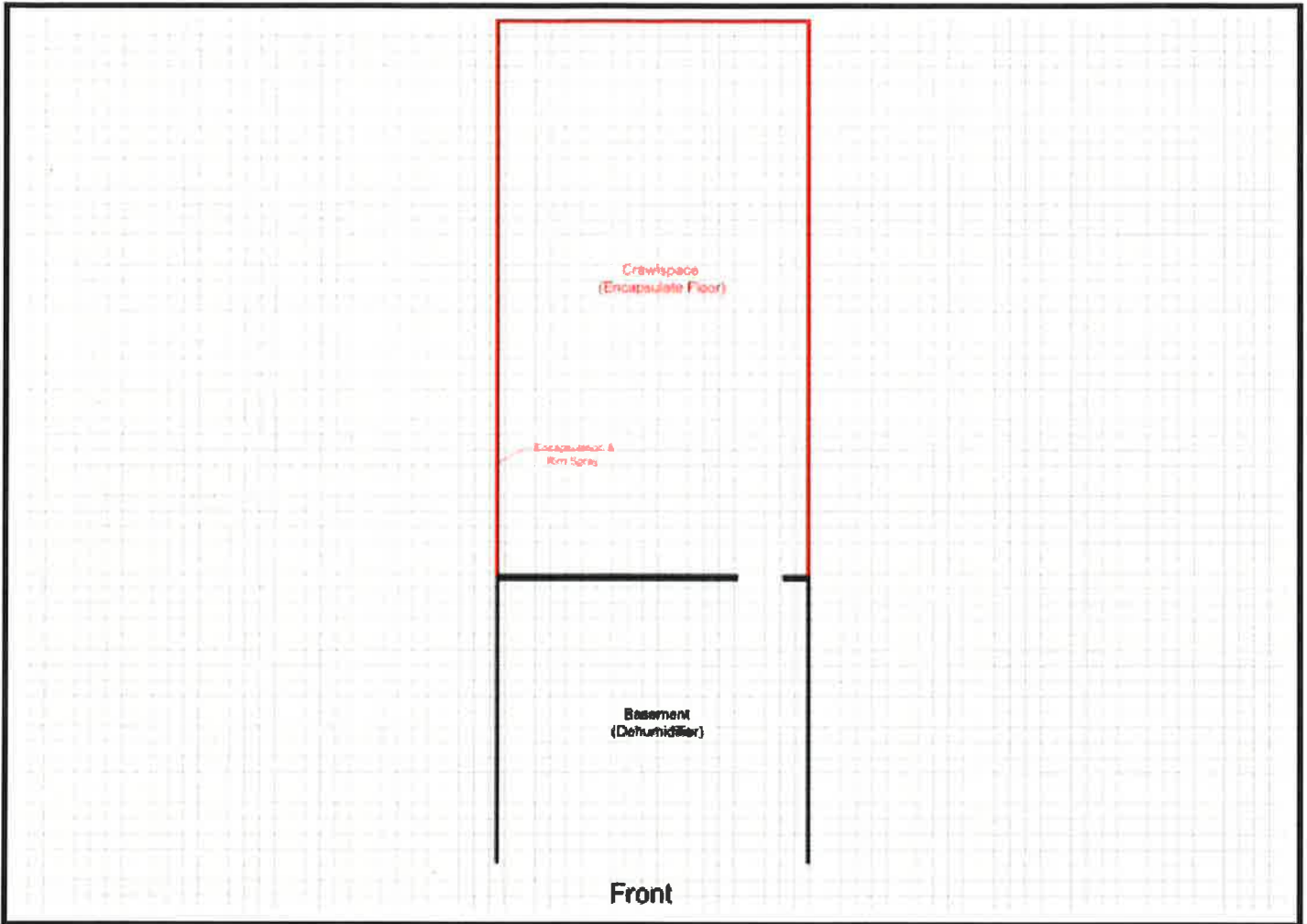
*If the above link is not working, please copy and paste this link into your browser:
<https://bidreview.secure.force.com/?id=0Q04U0000025TFtSAM>*

Obstruction Notes

Name	Notes
Water Management Company Obstruction Notes	Some debris to remove and haul away (if cleared out prior to crew arrival the total cost would be \$250 less)

Important Project Notes

Encapsulate entire floor of crawlspace with SafeBasements 90mil combo liner. Encapsulate 3 walls adjacent to exterior from top to bottom with SafeBasements 90mil insulated vapor barrier. Spray foam insulate rim joist area above 3 walls adjacent to exterior. Install AprilAire commercial grade dehumidifier in basement portion and discharge into floor drain.



Derek Kragenbring
March 13, 2023

Bid Photos







Contract Agreement

AGREEMENT BETWEEN: SafeBasements of MN (*hereinafter referred to as SafeBasements of MN*) and Andrew Kelton (*hereinafter referred to as Client*) (the "Contract")

SCOPE OF WORK: The scope of the work covered by this contract is contained in the bid above.

On the day of your installation, the foundation repair technician will contact the Client by phone with estimated arrival time when en-route to the project site.

All work will be performed to modern building codes. Our repair will include the following:

- Items as noted on original bid number
- Permits - SafeBasements will apply for any permit(s) required by the city or county. If the project is canceled by the Client, the Client will be responsible for paying for the permit(s).
- SafeBasements will contact Gopher One to have all public utility lines marked for any projects that require digging. The Client is responsible for marking any private utility lines.
- Additional Charges may occur if any new issues arise during the installation. The foundation repair technician will discuss with the Client, prior to completing an Addendum to the Contract documenting the agreed to additional work and price before moving forward.
- IF HAVING PIERS INSTALLED, depths beyond 50' for Minnesota or 90' for North Dakota will be subject to additional per foot charges. With piers, there may be cracking in sheetrock due to the nature of the work. This is beyond SafeBasements control and SafeBasements does not replace the sheetrock. By signing the Contract, Client is put on notice that SafeBasements is not responsible for any sheetrock cracking.

Our repair will **NOT** include the following:

- Anything below the cement floor or items buried in the cement that is in the area SafeBasements needs to remove with a jackhammer may be damaged. Cement removal without damage may not be possible in these scenarios.

SafeBasements will not be responsible for plumbing or electrical repairs.

- Repairs to existing plumbing that are found in need of repair or replacement. For example, some older cast lead pipe/water lines to the street.
- **Private Utility Lines** - Client is responsible for marking private utility lines such as satellite dish cables, etc. (Homes in rural areas, the electric line that runs from the pole to your home is considered private, so, therefore, the Client must make contractor aware of the location.) If damage to any of these lines in an area that was not marked occurs, Client is responsible for those repairs. The foundation repair technician will not excavate if the area is not clearly marked.
- Moving personal property out of the work area. SafeBasements does not move or put back appliances.
- Removal of flooring, tack strips (carpet, tile, etc.) and baseboard/trim.
- SafeBasements shall have no obligation to perform any Work that may disturb, threaten to disturb, or require SafeBasements, its employees or subcontractors to come in contact with hazardous substances (as defined by applicable federal, state and local law) existing on the Site or brought onto the Site by anyone other than SafeBasements, its employees or subcontractors. If, during performance of the Work, SafeBasements encounters any material located on the Site that SafeBasements believes to be a hazardous substance, SafeBasements may immediately cease all portions of the Work that may disturb or threaten to disturb such hazardous substances, or which could endanger SafeBasement's employees or subcontractors. To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SafeBasements, its consultants, agents, employees, subcontractors, or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in areas in which hazardous substances are present.
- **Removal of any asbestos-containing materials.** Homeowners are allowed to remove asbestos without a license, contractors are not. Floor tiles that are 9" x 9" does contain asbestos, have these removed beyond our work area two row wide prior to arrival. For more information please visit www.health.state.mn.us/divs/eh/asbestos/floortile/index.html.
- Removal of any landscaping or plants to be salvaged.
- Final grade work and landscaping.
- Any carpentry work, painting, paneling, cutting walls, or other finishing work that the Client may want to be done before and after the project is finished.
- Any electrical work that may be needed, see below under "What Clients need to do to prepare for their project prior to our arrival".
- SafeBasements does not assume responsibility or liability for Client's pets or neighborhood animals.

- Cleaning, dusting, and washing or general housekeeping of personal property.
- Final inspection is the responsibility of the homeowner

What Clients must do to prepare for their project prior to our arrival:

- If having INTERIOR DRAIN TILE or SAFEEDGE installed, everything needs to be moved 6' from the wall perimeter where SafeBasements will be working, the baseboards need to be removed and an electrical outlet for a pump needs to be available. Outlet must be within six feet of pump location. SafeBasements is not responsible for installing electrical outlet. A water source will also be needed.
- If having RADON MITIGATION SYSTEM or DEHUMIDIFIER installed, it is recommended to have a licensed electrician install a dedicated outlet after the system has been installed.
- If having WALL ANCHORS, WALERS OR CARBON FIBER STRAPS installed, everything needs to be moved 10' from the wall perimeter where SafeBasements will be working. The wall temperature must also be at a minimum of 50 degrees. Any obstructions including electrical wires, and plumbing will need to be moved prior to arrival. (Contact your consultant with questions regarding obstructions).

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

Terms: Payment is due upon completion of the work. If the project is completed in stages, a progress payment will be due for the completed portion of the project.

Payment: A 10% non-refundable deposit is due before SafeBasements can apply for a permit(s) and add your project to the schedule. The deposit will be applied to the final Invoice. Client understands that they will be charged \$30.00 for all checks returned non-sufficient funds. Please be prepared to give payment to the foundation repair technician on the final day of work. Upon completion, the foundation repair technician will have all paperwork, warranties, and will review details of the system installed.

Default: If the account is not paid in full to the foundation repair technician prior to their leaving on the last day, there will be a one-time 3% late fee charge that will become immediately due and payable as compensation for administrative costs. The unpaid balance due shall bear interest at the interest rate of 18% per annum from the date such installment became due and payable.

Legal Fees: In the event SafeBasements must take legal action to collect on this account. Client expressly agrees to pay all collection costs, including reasonable attorney's fees and court costs incurred in any efforts to collect upon outstanding balances.

Severability: If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

Choice of Law: The Contract shall be construed under and governed by the laws of the State of Minnesota.

Venue: Client also agrees that Meeker County Minnesota shall be the venue where collection for the services rendered may be put to judgment, and the Client expressly agrees to waive any jurisdictional issues regarding the county in which this matter may be brought.

***If homeowner has not completed homeowner responsibilities before date of installation a trip charge and rescheduling fee of \$150 - \$300 may apply. Homeowner responsibilities are included in the contract. Please read your contract thoroughly. If you have any questions, please contact SafeBasements of MN.**

Quote will be honored for 30 days. If material prices increase after 30 days, quote is subject to change

Reference Bid Number: 00034010

Please sign and return this contract with deposit within 7 days.

Mail: 60335 US 12 Litchfield, MN 55355

Phone: (320) 593-8729

Client Signature: _____ Date: _____

From: Kirby Weckworth
Sent: Thursday, March 16, 2023 1:09 PM
To: City of Arlington - General
Subject: Blower attachment plate

Shirley, I would like to include this in the next agenda as well. JRB416 Hitch with Bolt-on plate welded up \$4125.....since we couldn't get our new loader right away, we needed the current attachment style plate to bolt onto our new blower to use with current loader. The new loader comes with a different style attachment. It's more cost effective to buy a whole new plate than have our new loader fit with the current attachment....for our spare blower, I will only have to order attachment blanks to be welded onto the blower frame, which won't cost enough to need council approval. Yikes, that may be confusing. I can come in and explain at mtg.

Thanks Shirley

Make it a great day!