



**ARLINGTON CITY COUNCIL
MEETING AGENDA
April 3, 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 individuals.

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) March 7, 2023, Special Council Meeting Minutes
 - C) March 16, 2023, Personnel/Employee Relations Committee Meeting Minutes
 - D) March 20, 2023, City Council Meeting Minutes
 - E) March 21, 2023, City Council Workshop Meeting Minutes

PETITIONS, REQUESTS & COMMUNICATIONS

6. March 13, 2023, EDA Meeting Minutes-Unapproved

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7. March Ambulance Report- Ambulance Manager Jaime Weikle
8. March Library Report-Library Director Andy Kelton
9. March Public Works Report- Public Works Supervisor Kirby Weckworth
 - Approve Request for Repair of Street Sweeper in the amount of \$18,212.07
10. Interim City Administrator Update- Shirley Slater-Schulte
 - Approval of extra hours worked
 - Update on Pay Equity Report
 - Update on DEED Meeting
 - Notice of Contract Termination
11. Attorney Janssen Update
12. Building Inspector Report-Darin Haslip Building Inspector
 - Siwek Project Inspections

ORDINANCES AND RESOLUTIONS

13. Approve Resolution 16-2023 A RESOLUTION AMENDING THE PLAN, POSITION CLASSIFICATION ASSIGNMENT TABLE AND PAY GRID EFFECTIVE JANUARY 1, 2023
14. Approve Resolution 17-2023 A RESOLUTION APPROVING THE APPLICATION FOR A LAWFUL GAMBLING PERMIT OR RIDGEVIEW-ARLINGTON CAMPUS
15. Approve Resolution 18-2023 A RESOLUTION ACCEPTING A DONATION AND DESIGNATING ITS USE

UNFINISHED BUSINESS

NEW BUSINESS

16. Update on Swimming Pool-Pool Manager Pam Roth
17. Approve Professional Services Agreement with Dave Berg Consulting, LLC for Electrical Cost-of-Service Study
18. Approve Lease Agreement with Nuvera Communications, Inc. for Hut Site
19. Approve Paint Quote from CertaPro Painters to Paint the Event Center for \$9004.00
 - CertaPro Painters- \$9004.00
 - Nick Slavick-\$15,681.75
20. Approve Pay Request No. 12 from Gridor Construction for \$6,365.00
21. Discussion on Northland Drying Smell Mitigation
22. Set Deadline for Northland Drying to have Pit Covered

MISCELLANEOUS BUSINESS

ADJOURNMENT

Reminders:

- April 6 at 7 pm-P & Z Meeting
- April 10 at 5:30 pm- EDA Meeting
- April 17 at 6:30 pm-Council Meeting
- April 26 at 6:30 pm-Fire Relief

***Check Summary Register©**

APRIL 2023

Name	Check Date	Check Amt
10150 Cash		
UnPaid	AMAZON CAPITAL SERVICES	\$328.91 MAR- SUPPLIES & MATERIALS
UnPaid	ARAMARK	\$328.17 MAR- MAT RENTALS
UnPaid	BRANDON LEGG	\$310.47 REIMB- TRAINING MILEAGE 3/28-3/30
UnPaid	CANON FINANCIAL SERVICES, I	\$160.19 MAR- COPIER LEASES (OFFICE & PD)
UnPaid	CASH DISBURSEMENTS-POLICE	\$54.01 MARCH- POSTAGE, SUPPLIES & TITLE XFER
UnPaid	CENGAGE LEARNING INC.	\$352.67 MAR- LIBRARY MATERIALS
UnPaid	CENTERPOINT ENERGY	\$4,762.45 CITY GAS BILLS (~2/15-3/15/23)
UnPaid	CITY OF ARLINGTON	\$8,885.86 CITY UTILITY BILLS (2/15-3/15/23)
UnPaid	CORPORATE TECHNOLOGIES, L	\$872.50 APRIL- CONTRACT IT
UnPaid	DIAMOND MAPS	\$456.00 ANNUAL SUBSCRIPTION
UnPaid	ECKBERT LAMMERS P.C.	\$399.00 PD TRAINING- V.POMPLUN
UnPaid	EVOLUTION SHIRTS	\$177.32 FIRE & AMB. CLOTHING
UnPaid	EXPERT BILLING, LLC	\$1,232.00 FEB-AMB. BILLING
UnPaid	GAVIN-JANSSEN-STABENOW-M	\$4,014.00 FEB- CITY ATTY & PROSECUTION FEES
UnPaid	INGRAM LIBRARY SERVICES	\$356.20 MAR- LIBRARY MATERIALS
UnPaid	JESUS MENDOZA	\$5,000.00 REFUND- BLDG DEMO DEP. (419 W.MAIN)
UnPaid	KRANZ ELECTRIC	\$247.40 REWIRE FIXTURES- GARAGES
UnPaid	MADISON NATIONAL LIFE INS. C	\$41.00 APR- DISABILITY INS. PREMIUMS
UnPaid	MEDIACOM	\$1,127.04 APR- CITY INTERNET & SOME PHONE BILL
UnPaid	MIKE JERNANDER	\$55.00 AMB TRAINING- 2/28/23
UnPaid	MINNESOTA LIFE	\$91.70 APR- LIFE INS. PREMIUMS
UnPaid	MINNESOTA VALLEY ELECTRIC	\$17.53 FEB- SPORTSMAN'S PARK ELEC BILL
UnPaid	MJM MEDICAL DIRECTION SERV	\$500.00 APR- AMB. MED. DIRECTOR FEE
UnPaid	MN BUREAU OF CRIMINAL	\$325.00 POLICE TRAININGS
UnPaid	PEEPS REPAIR	\$237.95 FIRE TRUCK REPAIRS
UnPaid	PEOPLE SERVICE INC.	\$25,175.00 APR- WWW SERVICES
UnPaid	RENVILLE SIBLEY SANITATION	\$1,046.48 MAR- CITY GARBAGE & RECYCLING
UnPaid	RETROFIT LIGHTING & DESIGN	\$2,000.00 WWTP LIGHTING - 50% DOWNPMT
UnPaid	SAFE BASEMENTS	\$1,050.00 LIBRARY BSMT REPAIR - 10% DOWNPMT
UnPaid	SHIRLEY SLATER-SCHULTE	\$4,921.82 INTERIM- 3/20-3/30/23, PLUS 3/10-3/13 EXTRA
UnPaid	SIBLEY EAST - COMMUNITY ED	\$290.00 FITNESS CTR. MEMBERSHIPS (4 STAFF)
UnPaid	THOMES BROTHERS INC.	\$1,119.66 MAR- MISC SUPPLIES, COLD PATCH
UnPaid	TRAVERSE DES SIOUX LIBRARY	\$5,753.36 LIBRARY- OVERDRIVE MEMBER FEES
UnPaid	U.S. BANK	\$584.97 MAR- MISC CHARGES
UnPaid	ULINE	\$934.96 SHOP & CC SUPPLIES, SHOP HEATER
UnPaid	VERIZON WIRELESS	\$320.77 APR- CELL PHONE & TABLET BILLS
Total Checks		\$73,529.39

Fund Summary

	10150 Cash
101 General Fund	\$26,376.16
201 Fire Fund	\$891.18
202 Ambulance Fund	\$3,163.31
203 Community Center Fund	\$2,430.35
204 EDA Loan Programs Fund	\$5,000.00
401 Capital Equipment Fund	\$1,050.00
601 Water Fund	\$14,716.62
602 Sewer Fund	\$740.00
603 AGI Sewer Fund	\$19,079.35
604 Electric Fund	\$82.42
	\$73,529.39

Payments

Current Period: APRIL 2023

Batch Name	04-03-23 PAY Payments	User Dollar Amt	\$73,529.39		
		Computer Dollar Amt	\$73,529.39		
			\$0.00	In Balance	
Refer	15051 <i>AMAZON BUSINESS</i>				
Cash Payment	E 101-41400-200 Office Supplies Invoice	MAR- SUPPLIES & MATERIALS			\$125.50
Cash Payment	E 101-41400-218 Office Expense Invoice	MAR- SUPPLIES & MATERIALS			\$56.40
Cash Payment	E 101-42110-210 Operating Supplies Invoice	MAR- SUPPLIES & MATERIALS			\$66.12
Cash Payment	E 101-45500-206 Visual Materials - Library Invoice	MAR- SUPPLIES & MATERIALS			\$17.96
Cash Payment	E 101-45500-212 Library Programming Invoice	MAR- SUPPLIES & MATERIALS			\$62.93
Transaction Date	3/31/2023	Cash	10150	Total	\$328.91
Refer	15052 <i>ARAMARK</i>				
Cash Payment	E 101-42110-210 Operating Supplies Invoice	MAR- MAT RENTALS			\$35.32
Cash Payment	E 101-45500-220 Repair/Maint Supply Invoice	MAR- MAT RENTALS			\$18.63
Cash Payment	E 202-42153-217 Other Operating Supplies Invoice	MAR- MAT RENTALS			\$26.69
Cash Payment	E 203-45000-410 Rentals Invoice	MAR- MAT RENTALS			\$247.53
Transaction Date	3/31/2023	Cash	10150	Total	\$328.17
Refer	15053 <i>BRANDON LEGG</i>				
Cash Payment	E 101-42110-208 Training and Instruction Invoice	REIMB- TRAINING MILEAGE 3/28-3/30			\$310.47
Transaction Date	3/31/2023	Cash	10150	Total	\$310.47
Refer	15054 <i>CANON</i>				
Cash Payment	E 101-41400-218 Office Expense Invoice	MAR- COPIER LEASES (OFFICE & PD)			\$116.19
Cash Payment	E 101-42110-218 Office Expense Invoice	MAR- COPIER LEASES (OFFICE & PD)			\$44.00
Transaction Date	3/31/2023	Cash	10150	Total	\$160.19
Refer	15055 <i>CASH DISBURSEMENTS-POLICE D</i>				
Cash Payment	E 101-42110-210 Operating Supplies Invoice	MARCH- POSTAGE, SUPPLIES & TITLE XFER			\$13.36
Cash Payment	E 101-42110-322 Postage Invoice	MARCH- POSTAGE, SUPPLIES & TITLE XFER			\$13.65
Cash Payment	E 101-42110-430 Miscellaneous Invoice	MARCH- POSTAGE, SUPPLIES & TITLE XFER			\$27.00
Transaction Date	3/31/2023	Cash	10150	Total	\$54.01
Refer	15056 <i>CENGAGE LEARNING INC</i>				
Cash Payment	E 101-45500-205 Print Materials - Library Invoice	MAR- LIBRARY MATERIALS			\$352.67
Transaction Date	3/31/2023	Cash	10150	Total	\$352.67
Refer	15057 <i>CENTERPOINT ENERGY</i>				

Payments

Current Period: APRIL 2023

Cash Payment Invoice	E 101-41940-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$767.45
Cash Payment Invoice	E 101-42110-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$130.14
Cash Payment Invoice	E 101-43000-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$573.54
Cash Payment Invoice	E 101-45202-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$145.73
Cash Payment Invoice	E 101-45500-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$138.69
Cash Payment Invoice	E 201-42280-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$246.08
Cash Payment Invoice	E 202-42153-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$195.21
Cash Payment Invoice	E 203-45000-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$895.23
Cash Payment Invoice	E 601-49400-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$647.34
Cash Payment Invoice	E 603-49450-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$1,001.05
Cash Payment Invoice	E 604-49550-383 Gas Utilities	CITY GAS BILLS (~2/15-3/15/23)	\$21.99

Transaction Date	3/31/2023	Cash	10150	Total	\$4,762.45
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Refer 15058 CITY OF ARLINGTON

Cash Payment Invoice	E 101-41940-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$851.36
Cash Payment Invoice	E 101-42110-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$333.96
Cash Payment Invoice	E 101-43000-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$264.93
Cash Payment Invoice	E 101-43160-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$628.57
Cash Payment Invoice	E 101-45202-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$145.95
Cash Payment Invoice	E 101-45500-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$97.88
Cash Payment Invoice	E 201-42280-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$112.09
Cash Payment Invoice	E 202-42153-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$500.95
Cash Payment Invoice	E 203-45000-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$842.09
Cash Payment Invoice	E 601-49400-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$2,532.78
Cash Payment Invoice	E 603-49450-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$596.13
Cash Payment Invoice	E 603-49450-381 Electric & Heat Utilities	CITY UTILITY BILLS (2/15-3/15/23)	\$1,979.17

Transaction Date	3/31/2023	Cash	10150	Total	\$8,885.86
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Refer 15059 CORPORATE TECHNOLOGIES

Payments

Current Period: APRIL 2023

Cash Payment	E 101-41400-218 Office Expense	APRIL- CONTRACT IT		\$872.50
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$872.50
Refer	15060 <i>DIAMOND MAPS</i>			
Cash Payment	E 101-41400-433 Dues and Subscriptions	ANNUAL SUBSCRIPTION		\$456.00
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$456.00
Refer	15061 <i>ECKBERT LAMMERS P.C.</i>			
Cash Payment	E 101-42110-208 Training and Instruction	PD TRAINING- V.POMPLUN		\$399.00
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$399.00
Refer	15062 <i>EVOLUTION SHIRTS</i>			
Cash Payment	E 201-42280-417 Uniforms/Outerwear	FIRE & AMB. CLOTHING		\$148.50
Invoice				
Cash Payment	E 202-42153-417 Uniforms/Outerwear	FIRE & AMB. CLOTHING		\$28.82
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$177.32
Refer	15063 <i>EXPERT BILLING</i>			
Cash Payment	E 202-42153-301 Auditing and Acct g Servi	FEB-AMB. BILLING		\$1,232.00
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$1,232.00
Refer	15064 <i>GAVIN-JANSSEN-STABENOW-MOL</i>			
Cash Payment	E 101-41600-304 Legal Fees	FEB- CITY ATTY & PROSECUTION FEES		\$2,465.00
Invoice				
Cash Payment	E 101-42110-304 Legal Fees	FEB- CITY ATTY & PROSECUTION FEES		\$1,012.50
Invoice				
Cash Payment	E 601-49400-304 Legal Fees	FEB- CITY ATTY & PROSECUTION FEES		\$536.50
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$4,014.00
Refer	15065 <i>INGRAM LIBRARY SERVICES</i>			
Cash Payment	E 101-45500-205 Print Materials - Library	MAR- LIBRARY MATERIALS		\$356.20
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$356.20
Refer	15066 <i>JESUS MENDOZA</i>			
Cash Payment	E 204-46550-624 Refunds of User Charges	REFUND- BLDG DEMO DEP. (419 W.MAIN)		\$5,000.00
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$5,000.00
Refer	15067 <i>KRANZ ELECTRIC</i>			
Cash Payment	E 101-41940-401 Repairs/Maint Buildings	REWIRE FIXTURES- GARAGES		\$247.40
Invoice				
Transaction Date	3/31/2023	Cash	10150	Total \$247.40
Refer	15068 <i>MADISON NATIONAL LIFE</i>			
Cash Payment	E 101-41400-131 Employer Paid Health/Lif	APR- DISABILITY INS. PREMIUMS		\$2.05
Invoice				
Cash Payment	E 101-42110-131 Employer Paid Health/Lif	APR- DISABILITY INS. PREMIUMS		\$12.30
Invoice				

Payments

Current Period: APRIL 2023

Cash Payment Invoice	E 101-43000-131 Employer Paid Health/Lif	APR- DISABILITY INS. PREMIUMS		\$8.20
Cash Payment Invoice	E 101-45500-131 Employer Paid Health/Lif	APR- DISABILITY INS. PREMIUMS		\$4.10
Cash Payment Invoice	E 202-42153-131 Employer Paid Health/Lif	APR- DISABILITY INS. PREMIUMS		\$8.20
Cash Payment Invoice	E 203-45000-131 Employer Paid Health/Lif	APR- DISABILITY INS. PREMIUMS		\$1.03
Cash Payment Invoice	E 604-49550-131 Employer Paid Health/Lif	APR- DISABILITY INS. PREMIUMS		\$5.12
Transaction Date	3/31/2023	Cash	10150	Total \$41.00
Refer	15069 <i>MEDIACOM</i>			
Cash Payment Invoice	E 101-41400-321 Telephone	APR- CITY INTERNET & SOME PHONE BILLS		\$350.78
Cash Payment Invoice	E 101-42110-321 Telephone	APR- CITY INTERNET & SOME PHONE BILLS		\$256.90
Cash Payment Invoice	E 101-43000-321 Telephone	APR- CITY INTERNET & SOME PHONE BILLS		\$116.90
Cash Payment Invoice	E 101-45500-321 Telephone	APR- CITY INTERNET & SOME PHONE BILLS		\$47.78
Cash Payment Invoice	E 201-42280-321 Telephone	APR- CITY INTERNET & SOME PHONE BILLS		\$122.78
Cash Payment Invoice	E 202-42153-321 Telephone	APR- CITY INTERNET & SOME PHONE BILLS		\$231.90
Transaction Date	3/31/2023	Cash	10150	Total \$1,127.04
Refer	15070 <i>MIKE JERNANDER</i>			
Cash Payment Invoice	E 202-42153-208 Training and Instruction	AMB TRAINING- 2/28/23		\$55.00
Transaction Date	3/31/2023	Cash	10150	Total \$55.00
Refer	15071 <i>MINNESOTA LIFE</i>			
Cash Payment Invoice	G 101-21706 Life Insurances	APR- LIFE INS. PREMIUMS		\$49.20
Cash Payment Invoice	E 101-41400-131 Employer Paid Health/Lif	APR- LIFE INS. PREMIUMS		\$2.13
Cash Payment Invoice	E 101-42110-131 Employer Paid Health/Lif	APR- LIFE INS. PREMIUMS		\$12.75
Cash Payment Invoice	E 101-43000-131 Employer Paid Health/Lif	APR- LIFE INS. PREMIUMS		\$8.50
Cash Payment Invoice	E 101-45500-131 Employer Paid Health/Lif	APR- LIFE INS. PREMIUMS		\$4.25
Cash Payment Invoice	E 202-42153-131 Employer Paid Health/Lif	APR- LIFE INS. PREMIUMS		\$8.50
Cash Payment Invoice	E 203-45000-131 Employer Paid Health/Lif	APR- LIFE INS. PREMIUMS		\$1.06
Cash Payment Invoice	E 604-49550-131 Employer Paid Health/Lif	APR- LIFE INS. PREMIUMS		\$5.31
Transaction Date	3/31/2023	Cash	10150	Total \$91.70
Refer	15072 <i>MINNESOTA VALLEY ELECTRIC C</i>			
Cash Payment Invoice	E 101-45202-381 Electric & Heat Utilities	FEB- SPORTSMAN'S PARK ELEC BILL		\$17.53

Payments

Current Period: APRIL 2023

Transaction Date	3/31/2023	Cash	10150	Total	\$17.53
Refer	15073 MJM MEDICAL DIRECTION SERVIC				
Cash Payment Invoice	E 202-42153-300 Professional Svcs	APR- AMB. MED. DIRECTOR FEE			\$500.00
Transaction Date	3/31/2023	Cash	10150	Total	\$500.00
Refer	15074 MN BUREAU OF CRIMINAL APPRE				
Cash Payment Invoice	E 101-42110-208 Training and Instruction	POLICE TRAININGS			\$325.00
Transaction Date	3/31/2023	Cash	10150	Total	\$325.00
Refer	15075 PEEPS REPAIR				
Cash Payment Invoice	E 201-42280-485 Gas and Repair Miscella	FIRE TRUCK REPAIRS			\$237.95
Transaction Date	3/31/2023	Cash	10150	Total	\$237.95
Refer	15076 PEOPLE SERVICE, INC.				
Cash Payment Invoice	E 601-49400-180 Operator Contract	APR- W/WW SERVICES			\$11,000.00
Cash Payment Invoice	E 602-49450-180 Operator Contract	APR- W/WW SERVICES			\$740.00
Cash Payment Invoice	E 603-49450-180 Operator Contract	APR- W/WW SERVICES			\$13,250.00
Cash Payment Invoice	E 603-49450-392 Testing	APR- W/WW SERVICES			\$185.00
Transaction Date	3/31/2023	Cash	10150	Total	\$25,175.00
Refer	15077 RENVILLE SIBLEY SANITATION				
Cash Payment Invoice	E 101-41940-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$16.80
Cash Payment Invoice	E 101-42110-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$15.20
Cash Payment Invoice	E 101-43000-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$85.68
Cash Payment Invoice	E 101-43000-385 Recycling	MAR- CITY GARBAGE & RECYCLING			\$628.00
Cash Payment Invoice	E 101-45202-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$60.00
Cash Payment Invoice	E 101-45500-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$24.00
Cash Payment Invoice	E 201-42280-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$16.80
Cash Payment Invoice	E 202-42153-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$12.00
Cash Payment Invoice	E 203-45000-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$120.00
Cash Payment Invoice	E 603-49450-384 Refuse/Garbage Dispos	MAR- CITY GARBAGE & RECYCLING			\$68.00
Transaction Date	3/31/2023	Cash	10150	Total	\$1,046.48
Refer	15078 RETROFIT LIGHTING & DESIGN				
Cash Payment Invoice	E 603-49450-409 Rep/Sup-WW Facility	WWTP LIGHTING - 50% DOWNPMT			\$2,000.00

Payments

Current Period: APRIL 2023

Transaction Date	3/31/2023	Cash	10150	Total	\$2,000.00
Refer	15079 SAFE BASEMENTS				
Cash Payment Invoice	E 401-45500-500 Capital Outlay		LIBRARY BSMT REPAIR - 10% DOWNPMT		\$1,050.00
Transaction Date	3/31/2023	Cash	10150	Total	\$1,050.00
Refer	15080 SHIRLEY SLATER-SCHULTE				
Cash Payment Invoice	E 101-41400-300 Professional Srvs		INTERIM- 3/20-3/30/23, PLUS 3/10-3/13 EXTRA		\$3,840.00
Cash Payment Invoice	E 101-41400-300 Professional Srvs		INTERIM- 3/20-3/30/23, PLUS 3/10-3/13 EXTRA		\$421.82
Cash Payment Invoice	E 101-41400-300 Professional Srvs		INTERIM- 3/20-3/30/23, PLUS 3/10-3/13 EXTRA		\$660.00
Transaction Date	3/31/2023	Cash	10150	Total	\$4,921.82
Refer	15081 SIBLEY EAST				
Cash Payment Invoice	E 101-41400-733 Reimbursible Expense		FITNESS CTR. MEMBERSHIPS (4 STAFF)		\$280.00
Cash Payment Invoice	E 101-43000-430 Miscellaneous		FITNESS CTR. MEMBERSHIPS (4 STAFF)		\$10.00
Transaction Date	3/31/2023	Cash	10150	Total	\$290.00
Refer	15082 THOMES BROTHERS HARDWARE				
Cash Payment Invoice	E 101-42110-210 Operating Supplies		MAR- MISC SUPPLIES, COLD PATCH		\$33.96
Cash Payment Invoice	E 101-43000-210 Operating Supplies		MAR- MISC SUPPLIES, COLD PATCH		\$99.90
Cash Payment Invoice	E 101-43000-420 Shop Equipment		MAR- MISC SUPPLIES, COLD PATCH		\$16.99
Cash Payment Invoice	E 101-43000-224 Street Maint Materials		MAR- MISC SUPPLIES, COLD PATCH		\$787.50
Cash Payment Invoice	E 201-42280-210 Operating Supplies		MAR- MISC SUPPLIES, COLD PATCH		\$6.98
Cash Payment Invoice	E 202-42153-217 Other Operating Supplies		MAR- MISC SUPPLIES, COLD PATCH		\$85.92
Cash Payment Invoice	E 203-45000-210 Operating Supplies		MAR- MISC SUPPLIES, COLD PATCH		\$49.95
Cash Payment Invoice	E 203-45000-406 Repairs, Supplies & Othe		MAR- MISC SUPPLIES, COLD PATCH		\$38.46
Transaction Date	3/31/2023	Cash	10150	Total	\$1,119.66
Refer	15083 TRAVERSE DES SIOUX LIBRARY S				
Cash Payment Invoice	E 101-45500-206 Visual Materials - Library		LIBRARY- OVERDRIVE MEMBER FEES		\$1,214.00
Cash Payment Invoice	E 101-45500-300 Professional Srvs		LIBRARY- OVERDRIVE MEMBER FEES		\$4,539.36
Transaction Date	3/31/2023	Cash	10150	Total	\$5,753.36
Refer	15084 U.S. BANK - CREDIT CARD				
Cash Payment Invoice	E 101-42110-208 Training and Instruction		MAR- MISC CHARGES		\$76.10
Cash Payment Invoice	E 101-42110-480 Gas & Repair-Police Car		MAR- MISC CHARGES		\$10.00

Payments

Current Period: APRIL 2023

Cash Payment Invoice	E 101-42110-503 Computers/Software/We	MAR- MISC CHARGES			\$224.43
Cash Payment Invoice	E 101-43000-485 Gas and Repair Miscella	MAR- MISC CHARGES			\$99.34
Cash Payment Invoice	E 202-42153-217 Other Operating Supplies	MAR- MISC CHARGES			\$175.10
Transaction Date	3/31/2023	Cash	10150	Total	\$584.97
Refer	15085 ULINE				
Cash Payment Invoice	E 101-43000-200 Office Supplies	SHOP & CC SUPPLIES, SHOP HEATER			\$55.34
Cash Payment Invoice	E 101-43000-210 Operating Supplies	SHOP & CC SUPPLIES, SHOP HEATER			\$168.00
Cash Payment Invoice	E 101-43000-420 Shop Equipment	SHOP & CC SUPPLIES, SHOP HEATER			\$476.62
Cash Payment Invoice	E 203-45000-210 Operating Supplies	SHOP & CC SUPPLIES, SHOP HEATER			\$235.00
Transaction Date	3/31/2023	Cash	10150	Total	\$934.96
Refer	15086 VERIZON WIRELESS				
Cash Payment Invoice	E 101-42110-321 Telephone	APR- CELL PHONE & TABLET BILLS			\$167.75
Cash Payment Invoice	E 202-42153-321 Telephone	APR- CELL PHONE & TABLET BILLS			\$103.02
Cash Payment Invoice	E 604-49550-321 Telephone	APR- CELL PHONE & TABLET BILLS			\$50.00
Transaction Date	3/31/2023	Cash	10150	Total	\$320.77

Fund Summary

	10150 Cash
101 General Fund	\$26,376.16
201 Fire Fund	\$891.18
202 Ambulance Fund	\$3,163.31
203 Community Center Fund	\$2,430.35
204 EDA Loan Programs Fund	\$5,000.00
401 Capital Equipment Fund	\$1,050.00
601 Water Fund	\$14,716.62
602 Sewer Fund	\$740.00
603 AGI Sewer Fund	\$19,079.35
604 Electric Fund	\$82.42
	<u>\$73,529.39</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$73,529.39
Total	<u>\$73,529.39</u>



**SPECIAL COUNCIL MEETING MINUTES
INTERVIEWS FOR CITY ADMINISTRATOR
MARCH 7, 2023, AT 10:00 A.M.
COUNCIL CHAMBERS**

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

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

2. Roll Call-

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

Members Absent: Curtis Ling

Consultant Mike Humpel was present.

3. City Administrator Interviews:

- a. 10:00-10:45 AM – Richard Baker
- b. 11:00-11:45 AM – Jessica Steinke
- c. 12:00-1:00 PM – Break for Lunch
- d. 1:15-2:00 PM – Jeffrey Cielocha

4. The council goes into closed session to discuss parameters for the contract and to decide on who they will choose as new City Administrator.

Continuation of Special Meeting Minutes

March 7, 2023

Mayor Scharpe opened the Closed Meeting on March 20, 2023 at 6:25 p.m. and gave a summary of the Closed Meeting held on March 7, 2023, which were that interviews were conducted and the Council offered a contract to Jessica Steinke for the position of City Administrator for the City of Arlington.

Councilor Thomes made the motion to offer the contract to Jessica Steinke, and it was seconded by Councilor Matz. All voting yes. Motion declared passed.

Councilor Meyer made a motion to offer \$98,000.00 to Jessica Steinke, and it was seconded by Councilor Thomes. All voting yes. Motion declared passed.

ADJOURNMENT

Motion to adjourn was made by Councilor Thomes, seconded by Councilor Liftin. All voting yes. The meeting was adjourned at 6:30 p.m. All voting yes. Motion declared passed.

Mayor Matthew Scharpe

ATTEST: _____

Interim City Administrator Shirley Slater-Schulte



**PERSONNEL/EMPLOYEE RELATIONS COMMITTEE
MEETING MINUTES**

MARCH 16, 2023 @ 5:30 P.M.

Arlington Event Center – Council Chambers
Arlington, MN 55307

1. **Call Meeting to Order** – Meeting was called to order by Mayor Scharpe
2. **Roll Call** – Members present: Mayor Matt Scharpe, Councilmember Christina Litfin and Curtis Ling. Interim City Administrator Shirley Slater-Schulte, City Attorney Kenneth Janssen.
3. **Discussion on Job Description and Duties for Financial Officer/Payroll/City Clerk (previous title was Deputy Clerk)**. Interim City Administrator Slater-Schulte reviewed the updated job description and duties for the proposed Financial Officer/Payroll/City Clerk. After some discussion it was decided to have this item placed on the City Council agenda for approval.
4. **Interview Process** - Fire Chief Doug Mackenthun explained the interview process for Fire Department. He explained the past interview process and stated that the League of Minnesota Cities recommends that we continue this process of having the interview done by the City Council. Committee members agreed with this recommendation.
5. **Review of Complaint against Councilman Thomas**

Mayor Scharpe issued the following statement in regard to the results of the investigation on the allegations against Thomes. “The allegations against City Council member John Thomes have been investigated and discussed by the Personnel Committee and the city attorney. “Regarding the complaint by Ms. (Amy) Newsom, since the complaint was made with information provided by a third party, the committee tried to confirm what

was said. The committee was unable to find evidence to either confirm or deny the claims.

Regarding the complaint by Ms. (Amy) Berger, the committee felt both parties may have acted inappropriately. No further action was taken.

City Code of Ethics and Conduct for Elected and Appointed Officials -City Attorney Kenneth Janssen presented the City Cod of Ethics and Conduct for Elected and Appointed Officials. Requested that this document be reviewed, accepted and presented to the City Council for approval. Currently, the city does not have anything in place for newly elected or appointed officials.

This should be given to all employees and elected officials. Have everyone review, read, and sign.

6. **Conflict of Interest** – Everyone needs to be aware of the “Conflict of Interest. If an employee is not able to do something due to a “Conflict of Interest” they must inform their supervisor and remove themselves from the conflict.

Motion to adjourn was made by Councilor Ling, seconded by Councilor Litfin. All voting yes. Meeting adjourned at 6:35 p.m.

Mayor Matt Scharpe

Interim City Administrator Shirley Slater-Schulte



**ARLINGTON CITY COUNCIL
MEETING MINUTES
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 – 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 Andy Kelton, Public Works Supervisor Kirby Weckworth, Police Chief Glenn Gerads, Fire Chief Doug Mackenthun, Attorney Ken Janssen.

Guests Present – Kurt Menk *Arlington Enterprise*, Roberta Zaske, Mike Scharping, Kim Quast, Lisa Pasvogel, Brandon Bracht, Amy Berger, Stacy Hoechst, Suzanne Mueller, Jenny Wolff, Cynthia Ovrebo, Phil Nagel.

3. Approve the Agenda and any Agenda Additions – Councilor Meyer introduced a motion to approve the agenda and any agenda additions, seconded by Councilor Litfin. All voting yes. Motion declared passed.

4. Mayor Scharpe made the following statement regarding the last meeting and as to what has been going on here. "I would like to address the incident that occurred during the closed session of the last council meeting. I felt that the action in the hallway was inappropriate and disrespectful and a distraction to the City Council trying to conduct business. While Council meetings are open to the public, there are rules that the public should follow. The public is not allowed to participate in council discussions or debate unless specifically invited to do so by the Mayor and no applause, side conversation or disruptive behavior is allowed. I believe this should apply when the Council is in full session, as well. I want to remind everyone that while you are welcome to address the Council during the "Citizens Address" as listed on the agenda, to speak on something that the council will be addressing later on the agenda, or to bring to light a topic that you would like the council to address, please refrain from personal or derogative attacks on individuals. Also, I would like to say that events in the past have created mistrust in City government and in our community. It is going to take some time to regain that trust and bring our community back together. I am willing and I think that Council feels that same that we should do all we can to regain that trust. It will take some time and willingness by everyone to sit down and discuss our differences with an open mind. I believe we can do this, and I am willing to sit down with anyone to work out our differences and listen to all sides. The only way for us to move forward and to move on from the past is to resolve the issues that have divided us. Right now, we are in a unique situation, we have a new City Administrator that will be starting soon, a new City Attorney and a Council that have been newly elected to the position. We have an opportunity to make a fresh start, an opportunity to rethink how we do things, to learn from our mistakes in the past and look at how we can be better to create a new vision for the future of Arlington. However, it is going to take some time, our new administrator will need time to learn new positions and build relationships with staff and community. As Council, we need to learn to work together and focus on what is best for our community. Recent interviews showed us that we are more alike and why we ran for office, and this is something we can build on. There will be times when we don't agree, make mistakes, but it is how we handle disagreements and how we learn from our mistakes that will define us. There are a lot of great things in our community that make our community special. Over the past few years, we have seen growth, which we have not seen in a long time, the creation of new jobs, growth in housing and a renewed interest in Arlington that has and will make us better and stronger. We have seen what can happen when community members get together to get things done such as the reopening of the pool, completion of the Dog Park. This is something we can build on but first we need to move on from the past. I believe we can come together, open the lines of communication with a willingness to resolve our differences and then we will come out of this better and stronger not only as individuals but as a community."

5. CITIZENS ADDRESS

Lisa Pasvogel stated that she has been watching the Council meetings online and knows that they have been dealing with a lot of past issues. Had questions about Northland Drying and their pit which was supposed to be covered and it is not. This goes back to May 2019 when the City Council was notified regarding this pit. “I talked with Vos today, they are waiting for Northland for the plan. October 17th meeting, I asked if there should be a time limit set for Northland. There are a lot of particles in the air due to Northland and lots of cars need to be washed because of it. Joe Morgan and myself were under the understanding that these items were being reported to the MPCA and they are not. Northland attorney wanted all reports sent to him. I talked with Vos, and they are waiting for the plans from Northland. I would suggest that the City Council come up with a timetable for Northland to complete the work as agreed upon.”

Pasvogel stated concerns with a Council member that may not be able to vote on issues with Northland due to a conflict of interest.

Pasvogel stated concerns about the “Certificate of Occupancy” for Arlington Meadow, when was it signed and issued and there have been people living in these units. “Who oversees the Building Inspector? City Hall does not have any of these records and why are the records not at City Hall?”

Brandon Bracht stated he had sent everyone an email regarding this issue. He stated that his house was just built a year ago and he had some issues and “discovered that there is no tracer wire from my sewer line and I had issues when I moved in.” He could not find that the city has any specs regarding tracer wire. but according to Minnesota Rural Water the city should have this specification in place.

CONSENT AGENDA

6. 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

Councilor Litfin introduced the motion to approve the Consent Agenda. Councilor Thomes seconded. All voting yes. Motion declared passed.

PETITIONS, REQUESTS & COMMUNICATIONS

- 7. Unapproved March 9, 2023, Event Center Meeting Minutes
- 8. Withdraw of EDA Childcare Loan Application from Gwen Scharpe – Approved by Resolution 15-2023 listed under Resolutions.

REPORTS OF OFFICERS, BOARDS AND COMMITTEE

9. FIRE DEPARTMENT REPORT – Fire Chief Doug Mackenthun reported on the fire department activities included serving at the Lions Fish Fry, advertising for new fire fighters, FPA yearly report, bid for ranger, fit test completed, applied for grant from McLeod Power, continued training for 7 fire fighters and open application period for election of officers.

10. FEBRUARY POLICE DEPARTMEN REPORT – Police Chief Glenn Gerads reported:

Approval of six-month review of Officer Brandon Legg and pay increase to \$27/hr.

Motion to approve the 6-month review and the recommendation of the increase to \$27/hr. Motion made by Councilor Ling, seconded by Councilor Thomes. All voting yes. Motion declared passed.

Police Chief Gerads reported that Officer Conner has completed most of his training, being very visual and getting to know the City of Arlington and he is new to police training.

Reported on the new squad cars are in production.

11. FEBRUARY PEOPLE SERVICE REPORT – No one was present from People Service, Inc.

REQUEST FOR APPROVAL OF LED LIGHTING QUOTE FROM THE RETROFIT COMPANIES IN THE AMOUNT OF \$4,000.00 FOR THE WASTEWATER TREATMENT FACILITY FOR LIGHTING UPGRADE

Motion was made by Councilor Thomes to approve the LED Lighting quote from the Retrofit Companies in the amount of \$4,000.00 for the Wastewater Treatment Facility for lighting upgrade, seconded by Councilor Matz. All voting yes. Motion declared passed.

12. INTERIM CITY ADMINISTRATOR SHIRLEY SLATER-SCHULTE.

- **Approval of extra hours worked in Interim City Administrator**
Slater-Schulte explained that she had put in some extra hours over the agreed 24 hours per week in preparing the minutes.

Motion to approve the extra hours worked as submitted by Interim City Administrator Slater-Schulte was made by Councilor Meyer, seconded by Councilor Ling. All voting yes. Motion declared passed.

Interim City Administrator Slater-Schulte explained that there are a couple of reports that need to be completed and submitted to the State of Minnesota regarding the Pay Equity report and a report to DEED regarding a grant that was received in the amount of \$160,000.00. Deed has

given the City an extension until April 10th , 2023 to complete and submit the documents needed and this will require some additional hours.

- **Review of Finance Position/Update on Job Description**

Interim City Administrator Slater-Schulte recommended that the Deputy Clerk title be changed to acknowledge the job description which included all financial reporting, investments, debt service payroll, utility billing, completion of audits, bank recs., etc.

The job title would be Financial Officer, Payroll and City Clerk and recommended that her points be changed from 248 to 353, range of \$33.76 to Mid/Market of \$39.70, maximum of \$49.62.

Currently, the Deputy Clerk is losing 4 hours of PTO every pay period and would like to be able to transfer these hours over to the Healthcare Savings Account or a Deferred Compensation Plan, both are allowed in the Personnel Policy. Staff recommended an increase up to \$35.00 per hour.

Motion was made by Councilor Myer to approve the new title from Deputy Clerk to Financial Officer/Payroll and City Clerk and increase her current wage to \$38.00 per hour and that she can transfer her extra hours to either Healthcare Savings Account or a Deferred Compensation Plan. Seconded by Council Thomes. All voting yes. Motion declared passed.

14. CITY ATTORNEY'S UPDATE

CODE OF ETHICS AND CONDUCT

City Attorney Janssen stated that the last couple of months have really shown how much the city needs structure and how much we need guidelines in place for everyone, not only the employees but the appointees and elected officials. The attorney submitted a "Code of Ethics " to the Personnel Committee for the March 16, 2023 meeting. This was approved by the Personnel Committee.

Attorney Janssen stated this is a guideline for all city staff, appointed and elected officers to conduct themselves and treat each other and the public. This provides guidelines and structure to follow. Janssen asked if the council had any questions or concerns regarding this document.

Motion was made by Councilor Matz to adopt the "City of Arlington's Code of Ethics and Conduct for Elected and Appointed Officials" as presented, seconded by Councilor Litfin. All voting yes. Motion declared passed.

ORDINANCES AND RESOLUTIONS

15. RESOLUTION 13-2023 APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENT WITH THE CITY OF ARLINGTON ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

Motion made by Councilor Thomes to approve Resolution 13-2023, seconded by Councilor Meyer. Roll Call Vote as follows: Councilor Litfin, Councilor Ling, Councilor Matz, Councilor Thomes and Councilor Meyer voted in favor. None against. Resolution 13-2023 and motion declared passed.

16. RESOLUTION 14-2023 APPOINTING CITY ADMINISTRATOR AND AUTHORIZING THE CITY OF ARLINGTON TO ENTER INTO A CONTRACT WITH JESSICA STEINKE

Motion made by Councilor Ling to appoint the City Administrator and authorize the City of Arlington to enter into a one-year contract with Jessica Steinke, seconded by Councilor Matz.

Roll call vote as follows: Councilor Matz, Councilor Thomes, Councilor Meyer, Councilor Ling and Council Litfin voted in favor. None against. Resolution 14-2023 and motion declared passed.

17. RESOLUTION 15-2023 WITHDRAWING THE REQUEST FOR A LOAN TO GWEN SCHARPE FROM THE ARLINGTON EDA CHILD LOAN PROGRAM

Gwen Scharpe applied for an EDA Child Loan Grant through the EDA in 2022 and since that time, Ms. Scharpe has decided to withdraw the request for a loan from the EDA. The EDA has accepted this withdrawal and acted upon the request at their March 13th, 2023, meeting.

Motion made by Councilor Litfin to adopt Resolution 15-2023 withdrawing the request for a loan to Gwen Scharpe from the Arlington EDA Child Care Program, seconded by Councilor Meyer.

Roll call vote as follows: Councilor Thomes, Councilor Meyer, Councilor Litfin, Councilor Ling, and Councilor Matz voted in favor. None against. Resolution 15-2023 and motion declared passed.

UNFINISHED BUSINESS

NEW BUSINESS

18. LIBRARY DIRECTOR ANDY KELTON PRESENTED QUOTES FOR THE REPAIR OF THE LIBRARY BASEMENT

Kelton presented 2 quotes for the repair of the library basement as follows:

Innovative Basement Authority - \$24,786.34

SafeBasement of Minnesota Inc. - \$10,500.00

Kelton recommended that the work be awarded to Safe Basement in the amount of \$10,500 and this amount would be covered by the dollars received from Sibley County.

A motion was made by Councilor Meyer to authorize SafeBasement of Minnesota complete the work in the amount of \$10,500.00, seconded by Councilor Thomes. All voting yes. Motion declared passed.

19. REQUEST TO PURCHASE THE JRB416 HITCH WITH BOLT ON PLATE ATTACHEMENT FOR NEW SNOWBLOWER TO ATTACH TO CURRENT NEW LOADER AT \$4,125.00,

Motion made by Councilor Thomes to approve the purchase of the JRB416 Hitch in the amount of \$4,125.00, seconded by Councilor Meyer. All voting yes. Motion declared passed.

20. PERSONNEL COMMITTEE'S DETERMINATION ON CITIZEN'S COMPLAINT AGAINST COUNCILMAN THOMES

Mayor Scharpe stated that the allegations against Councilmen Thomes have been investigated and discussed by the Personnel Committee and the City Attorney Ken Janssen regarding the complaint by Ms. Newsom. The complaint was made with information provided by a 3rd party and the Committee tried to confirm what was said. The Committee was unable to find evidence to either confirm or deny the claims regarding the complaint by Ms. Berger. The Committee felt both parties may have acted inappropriately, however we do feel as elected officials we represent the city and should hold ourselves to higher standards no matter what the situation. However, the city does not have an official policy for elected officials so there is no guidelines to go by as far what action to be taken, which is why the committee presented the "Code of Ethics". At this time, no further action will be taken except to remind all council members that how we act in public is not only a representation of ourselves but a representation of the city.

Motion made by Councilor Ling to accept the findings of the Personnel Committee, seconded by Councilor Meyer. All voting yes. Motion declared passed.

21. CLOSED SESSION- Citizen's complaint against Interim City Administrator Shirley Slater-Schulte

Motion made by Councilor Thomes to go into Closed Session regarding the allegations against Interim City Administrator Shirley Slater-Schulte, seconded by Councilor Litfin. All voting yes. Motion declared passed.

A motion was made by Councilor Meyer to reopen the meeting, seconded by Councilor Thomes. All voting yes. Motion declared passed.

Re-open meeting – Mayor Scharpe stated that during the closed meeting the council discussed the internal investigation that was conducted, and it was determined that the complaint was without merit against the Interim City Administrator Slater-Schulte and no disciplinary action is appropriate.

Motion made by Councilor Ling to approve those findings, seconded by Councilor Thomes. All voting yes. Motion declared passed.

MISCELLANEOUS BUSINESS

22. Jenny Wolff, 821 7th Avenue, Unit 104, Arlington Meadows

Ms. Wolff attended the EDA meeting and was told to come to the City Council meeting. Ms. Wolff moved in January 1, 2023 and was unaware that the property was being sold and “they knocked on my door March 1, 2023 and informed me that they are the new owners and they are raising the rent by \$350.00 per month. My unit did not pass inspections, but I still need to pay rent and there are many things wrong with these units both inside and outside. I do not know who is responsible for what!!” She and her son do not want to move after just moving here. How does this happen? Another neighbor was in the audience and had concerns also.

Councilor Meyer asked if she had an attorney look at the contract. Ms. Wolff stated that she had contacted a free attorney online, she has to be given 30-day notice in order to raise the rent, she is continuing to seek legal advice but does not have extra money for an attorney.

City Attorney Janssen suggested that Ms. Wolff should contact an attorney.

Mayor Scharpe suggested that staff invite the Building Inspector to the next meeting.

COUNCIL UPDATES

Mayor Scharpe reported that tomorrow is the Council Workshop at 5:30 p.m.

ADJOURNMENT

Motion to adjourn was made by Councilor Thomes, seconded by Councilor Litfin. All voting yes. Motion declared passed.

Mayor Matthew Scharpe

ATTEST: _____

Interim City Administrator Shirley Slater-Schulte



**ARLINGTON CITY COUNCIL WORKSHOP MINUTES
MARCH 21, 2023, AT 5:30 PM
ARLINGTON EVENT CENTER - 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 023, but please refrain from personal or derogatory attacks on individual.

1. Call Meeting to Order and Pledge of Allegiance – Meeting was called to order at 5:30 p.m. by Mayor Scharpe.

2. Roll Call-

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

Members Absent: Curtis Ling

Staff Present: Kirby Weckworth, Jason Femrite, Bolton & Menk, Inc. Interim City Administrator Shirley Slater-Schulte.

3. Pavement Management Plan – Jason Femrite, Bolton & Menk, Inc. presented the following regarding the Pavement Management Plan for 2023-2024. It will include the following:

- 2023 Seal Coat Improvements (Henderson Rd)
- 2023 Street Improvements to include the following:
 - East Dayton (Henderson-CSAH 17)
 - 3rd Ave SE (Henderson-Dayton)
 - E Elmwood (3rd-CSAH 17)
- 2024 Street & Utility Improvements

City Council to authorize the preparation of the Preliminary Engineering report on April 17, 2023

**2022-2031 ARLINGTON CAPITAL IMPROVEMENT PLAN PRESENTED BY PUBLIC
WORKS KIRBY WECKWORTH**

Kirby Weckworth, Public Works presented the 2022-2031 Arlington Capital Improvement Plan which lists the equipment that will be needed. This will be considered at the next scheduled Workshop meeting.

Motion to adjourn made by Councilor Meyer, seconded by Council Thomes. All voting yes.
Motion declared passed.

Mayor Matt Scharpe

Interim City Administrator Shirley Slater-Schulte



**ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES**

March 13TH, 2023, 5:30 PM

Arlington Event Center – Council Chambers

1. Call Meeting to Order and Pledge of Allegiance
2. **Roll Call- Members**, EDA members Dean Bergersen, Larry Sorenson, Howie Brinkman, Kurt Menk, Tim Kloeckl and Interim City Administrator Shirley Slater-Schulte. City Council member Jeff Matz was present and left at 6:25 p.m. and City Council member Curtis Ling was absent.
3. **Approve the agenda.** Amend the agenda to include, E. Statement from Sibley County Fair Board, F. Tony Hoff – Report from City Attorney, 6A Easement Proposal. Motion made by Larry Sorenson to approve the amended agenda, seconded by Tim Kloeckl. All voting yes. Motion declared passed.
4. **Approval of Minutes of February 13, 2023.** Motion was made to approve the minutes from the February 13, 2023, meeting as presented. Motion made by Dean Bergersen, seconded by Howie Brinkman. All voting yes. Motion declared passed

Resident at Arlington Meadows

Jennifer Wolff, resident at Arlington Meadows stated that she had questions about the property that she rented on December 29, 2022 for \$1,600.00 per month for 2 years per a lease that was signed on December 29, 2022, with Siwek. She received a notice today that her rent is being raised next month to \$2,000.00 . She did not know that the property was being sold, she does not have money to move at this time. There are a lot of issues that have not been finished on this property and electrical issued within her unit.

EDA members recommended that she contact an attorney.

Motion was made by EDA Member Larry Sorensen to recommend to the City Council to look into the issues with the residents of Arlington Meadows, seconded by Tim Kloeckl.. All voting yes. Motion declared passed.

5 . NEW BUSINESS

- A. Request from Northland Drying** – Matt Nelson and Lee Olmscheid were present and expressed their desire to purchase the 22.18-acre parcel currently owned by the Arlington EDA. Currently, Northland does not have a development set in stone for this tract. Researching possibilities of installing a truck and rail car wash. The tractor/trailer wash would be open to the public and be similar to the tractor/trailer wash in Gaylord. Another possibility is relocation of a trucking firm used to haul Northland Drying product. Both will add jobs to the town.

EDA members discussed the proposal and stated that they are not ready to commit to this proposal at this time.

EDA members would like to have the property appraised when it comes to selling this property.

- B. Request from Shannon Kotask** – EDA Parcel. Staff were contacted by telephone, and he requested to be placed on the agenda regarding the 22.18 acre parcel but did not show up for the meeting.

- C. Discussion regarding Daycare Loan Program** – EDA Chairman Kurt Menk explained that Gwen Scharpe had applied and received a Daycare Loan but never received any of the \$1,000.00. Mrs. Scharpe had notified the EDA requesting that she intends to withdraw the application.

Motion to accept the withdrawal of the Daycare Loan Application for \$1000.00 as submitted by Gwen Scharpe. No dollars have been paid out for this application.

Motion made by Larry Sorenson, seconded by Howie Brinkman. All voting yes. Motion declared passed.

- D. Easement Proposed from Middle Mile Infrastructure** - City of Arlington received a request from Middle Mile Infrastructure for a possible purchase of a perpetual easement for fiber optic communications in Arlington. They are requesting a 120' X 120' easement area (approximately 1/3 of an acre).

EDA would like to know more about this company and whether they are in direct conflict with Nuvera. Staff will contact them for clarification.

Councilor Jeff Matz left the meeting at 6:25 p.m.

E. Statement from Sibley County Fair Board

Kurt Menk, EDA President stated that he had received a statement from the Sibley County Fair Board that they are interested in obtaining the Tony Hoff property if and when it should become available.

F. Tony Hoff – Report from City Attorney

EDA Board members would like to be updated on the Tony Hoff property by the report from the City Attorney Janssen.

G. Direct and Board Comments

EDA President Kurt Menk reported the Good Morning Arlington will be held at the Phyllis Building, 7 a.m. to 9 a.m., March 17, 2023, everyone is invited.

Motion was made by Howie Brinkman and a second followed by Dean Bergersen to adjourn the meeting at 6:50 p.m. All voting yes. Motion carried.

Kurt Menk, EDA President

Attest: _____

Shirley Slater-Schulte, Interim City Administrator

City of Arlington—Library
 Monthly Report
 March 2023

- Two well attended programs.
 - Puzzles and Pie 3/14, 21 participants
 - Farm Friends 3/28, 30+ participants
- Met with other Sibley County library directors on 3/21 to fill out Annual Report
- I went to St. Paul’s for their reading week and read to all the students.
- Three classes from St. Paul’s come for story time every other week.
- Safe Basements won the bid to work on the library basement. Should be on the schedule as soon as they receive a 10% down payment (\$1050).
- First month with our new system is going well. There were a lot of hiccups in the beginning but they all seem to be working themselves out.
- Started planning this year’s summer reading program. Last year was very successful.

Stats:

	Jan (2022)	Feb (2022)	March (2022)	Total
Circulation	1188 (1106)	1120 (944)	(1265)	(3315)
People	1124 (?)	1050 (?)	(?)	2174 (?)

From: Kirby Weckworth
Sent: Wednesday, March 29, 2023 9:38 AM
To: City of Arlington - General
Subject: sweeper repairs for agenda

Quote from MacQueen for maintenance of the sweeper came back at \$27,248.50 total. Recommendation from Supervisor Weckworth is to repair/replace the following 4 out of 9 total segments provided: rear steering wheels and broken drive hub seal (\$3,524.16), main broom bearings/pivots/and broom (\$2,970.16), conveyor belt/chain/sprocket/lower roller/bearings/scrapper/cleanout frame (\$7997.59), dirt shoes/reflectors and adjustments (\$2,037.92), plus inspection and hauling fees (\$1,682.24) for a total of **\$18,212.07**.

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 24 & 25, 2023, I transcribed 5 sets minutes, and I spent over 6 hours to complete the minutes. I did this at my home office and would like to be paid for the extra hours.

6 hrs. @ \$80.00 = \$480.00

March 30, includes meeting with DEED

6.50 hrs. @ \$80.00 = \$520.00

Total Due for the extra time is \$1,000.00

Thank you for your time and consideration of this item. Next week will also have extra hours as there will be evening meetings both City Council and Planning Commission .



Dated March 30 , 2023,

Shirley Slater-Schulte, Interim City Adm.

STAFF REPORT

To: Mayor Scharpe and Councilmembers
FROM: Shirley Slater-Schulte, Interim City Administrator
DATE: March 30, 2023

- A. Approval of Extra Hours worked for the weeks of March 20th – March 30, 2023.

I am submitting the total of 12.5 hours worked at home, completing 5 sets of minutes as follows: EDA, Personnel, Workshop, Special City Council Meeting minutes, City Council minutes. I would encourage anyone submitting reports to make sure that a copy be given to the Minute Taker, as it is easier to transcribe from actual written documents than listening to the tape for the transcription.

- B. Pay Equity Report – Staff completed and submitted the overdue report to the State of Minnesota and a Resolution is prepared for adoption by the City Council.

- C. DEED Meeting Update - Lisa and I met with representatives from DEED and reviewed the Grant Agreement and requirements regarding the Seneca Building. Staff will be meeting again with Mr. O'Brien reviewing all the invoices and getting them corrected for submittal. It was a very informative meeting and at the time of grants, the Finance Officer should always be involved from the very beginning.

- D. Notice Regarding Interim City Administrator's Contract - The signed contract with myself states that either the city or I can give notice to terminate the contract. I am giving you the 30-day notice and with that I agree to honor less than the 30-day notice. So, if the City Council needs more or less time, I would agree to other terms. Mayor Scharpe informed me that the new person only would need 2 days of training and if the City Council agrees to this, then I could be finished as of April 12, 2023. I really want the new person to be able to contact me during the next couple of months as needed. I would bill those times as needed. We all want this to be a positive event!

Sincerely, I want to "Thank you" for the opportunity to serve the City of Arlington and I have enjoyed working with the Council, Committees and met a lot of wonderful people, made new friends and your staff has been GREAT to work with!!! Best of Luck and if ever any of you have any questions or should need my help, please call.

CITY OF ARLINGTON

CERTIFICATE OF OCCUPANCY

The certifies that at the time of issuance, the below referenced structure or portion thereof had been reviewed and inspected for compliance with the applicable provisions of the Minnesota State Building Code. Therefore, this structure or portion thereof may be used and occupied as permitted in the terms and conditions of the building permit and this certificate.

Project: RESIDENTIAL- SINGLE FAMILY DWELLINGS **Project:** SEE BELOW
Address: 821 7TH AVENUE NW, SIWEK VILLAS **Occupancy Type(s):** R-3
Owner: DAVE SIWEK **Type(s) of Construction:** V-B
Address: 2314 SAMARA STREET **Code:** 2020 MSBC/2018 IRC
SHAKOPEE, MN **Sprinklers:** NO
Project: A2021-33, A2021-34, A2021-35, A2021-36, A2021-37, A2021-38, A2021-39, A2021-40

Conditions: See Attachment 1



Building Official

2/28/2023

Date

POST IN A CONSPICUOUS PLACE

Conditions Attachment 1:

- 1) Finish driveway at garage slab - negative slope and tripping hazard - Units 101, 102, 103, 104.**
- 2) Complete downspout connection at front of dwellings to mitigate discharge onto sidewalk to entry and to the driveway.**
- 3) Reverse slope on entry to dwellings to mitigate water build-up and potential intrusion.**
- 4) Seal all face-nailing as per manufacturers installation instructions for all units.**
- 5) Due to snow cover, exterior plumbing cleanouts are not visible. These will need to be finished to the Minnesota State Plumbing Code.**
- 6) Due to snow cover, exterior grade and seed/sod is not visible. This will need to be finished as well as meeting the standards as per the engineering document from Gregory R. Halling, PE, dated 2/15/2023 and amended on 2/17/2023.**
- 7) Unit 102 will need the siding in the gable peak replaced/repared as per manufacturers installation requirements due to excessive gapping at the butt joints just above the garage overhead door.**
- 8) Due to seasonal conditions, I will allow for 180 days to complete all of the conditions above. Upon completion, please notify Darin Haslip at 320-226-5189 for a final re-inspection.**

INSPECTION TYPE	NOTES/COMMENTS/CONDITIONS
FOOTING INSPECTION(S)	
FOUNDATION INSPECTION(S)	
SITE UTILITY INSPECTION(S)	
PLUMBING INSPECTION(S)	ROUGH IN PASSED
MECHANICAL INSPECTION(S)	ROUGH IN PASSED
INSULATION/ENERGY CODE INSPECTION(S)	
FIRE SUPPRESSION INSPECTION(S)	
STRUCTURAL FRAME INSPECTION(S)	
ELECTRICAL INSPECTION(S)	SIGNED-OFF
HEALTH DEPARTMENT INSPECTION(S)	
REQUIRED SPECIAL INSPECTION(S)	
FIRE CODE INSPECTION(S)	
OTHER (LIST):	
FINAL INSPECTION	
MISCELLANEOUS/ADDITIONAL INFORMATION:	
<i>ROUGH MECHANICAL AND PLUMBING PASSED AT FRAMING INSPECTION.</i>	
<i>UNDERGROUND PLUMBING PASSED ON 3-20-22</i>	
<i>UNDERSLAB PASSED ON 3/27/2022</i>	
<i>MASTER BATH WATER DOES NOT HEAT UP AND LEAK IN UTILITY ROOM NEEDS REPAIRS 12/28/22</i>	
<i>OCCUPANTS LIVING IN UNIT 101 PRIOR TO FINAL INSPECTION 12/28/22.</i>	
<i>LEAK REPAIRED 1/12/2023</i>	

INSPECTION TYPE	NOTES/COMMENTS/CONDITIONS
FOOTING INSPECTION(S)	
FOUNDATION INSPECTION(S)	
SITE UTILITY INSPECTION(S)	
PLUMBING INSPECTION(S)	ROUGH IN PASSED
MECHANICAL INSPECTION(S)	ROUGH IN PASSED
INSULATION/ENERGY CODE INSPECTION(S)	
FIRE SUPPRESSION INSPECTION(S)	
STRUCTURAL FRAME INSPECTION(S)	
ELECTRICAL INSPECTION(S)	SIGNED-OFF
HEALTH DEPARTMENT INSPECTION(S)	
REQUIRED SPECIAL INSPECTION(S)	
FIRE CODE INSPECTION(S)	
OTHER (LIST):	PASSED MANOMETER TEST
FINAL INSPECTION	
MISCELLANEOUS/ADDITIONAL INFORMATION:	
<i>UNDERGROUND PLUMBING PASSED ON 8-20-21</i>	
<i>UNDERSLAB PASSED ON 8/21/2021, 8/23/21</i>	
<i>ROUGH PLUMBING & MECHANICAL PASSED 10/27/21</i>	

INSPECTION TYPE	NOTES/COMMENTS/CONDITIONS
FOOTING INSPECTION(S)	
FOUNDATION INSPECTION(S)	
SITE UTILITY INSPECTION(S)	
PLUMBING INSPECTION(S)	
MECHANICAL INSPECTION(S)	
INSULATION/ENERGY CODE INSPECTION(S)	
FIRE SUPPRESSION INSPECTION(S)	
STRUCTURAL FRAME INSPECTION(S)	
ELECTRICAL INSPECTION(S)	SIGNED-OFF
HEALTH DEPARTMENT INSPECTION(S)	
REQUIRED SPECIAL INSPECTION(S)	
FIRE CODE INSPECTION(S)	
OTHER (LIST):	
FINAL INSPECTION	
MISCELLANEOUS/ADDITIONAL INFORMATION:	
<i>UNDERGROUND PLUMBING PASSED ON 8-20-21</i>	
<i>UNDERSLAB PASSED ON 8/21/2021, 8/23/21</i>	
<i>ROUGH PLUMBING & MECHANICAL PASSED 10/27/21</i>	

INSPECTION TYPE	NOTES/COMMENTS/CONDITIONS
FOOTING INSPECTION(S)	
FOUNDATION INSPECTION(S)	
SITE UTILITY INSPECTION(S)	
PLUMBING INSPECTION(S)	ROUGH IN PASSED
MECHANICAL INSPECTION(S)	ROUGH IN PASSED
INSULATION/ENERGY CODE INSPECTION(S)	
FIRE SUPPRESSION INSPECTION(S)	
STRUCTURAL FRAME INSPECTION(S)	
ELECTRICAL INSPECTION(S)	SIGNED-OFF
HEALTH DEPARTMENT INSPECTION(S)	
REQUIRED SPECIAL INSPECTION(S)	
FIRE CODE INSPECTION(S)	
OTHER (LIST):	
FINAL INSPECTION	
MISCELLANEOUS/ADDITIONAL INFORMATION:	
<i>UNDERGROUND PLUMBING PASSED ON 8-20-21</i>	
<i>UNDERSLAB PASSED ON 8/21/2021, 8/23/21</i>	
<i>ROUGH PLUMBING & MECHANICAL PASSED 10/27/21</i>	

INSPECTION TYPE	NOTES/COMMENTS/CONDITIONS
FOOTING INSPECTION(S)	
FOUNDATION INSPECTION(S)	
SITE UTILITY INSPECTION(S)	
PLUMBING INSPECTION(S)	ROUGH IN PASSED
MECHANICAL INSPECTION(S)	ROUGH IN PASSED
INSULATION/ENERGY CODE INSPECTION(S)	
FIRE SUPPRESSION INSPECTION(S)	
STRUCTURAL FRAME INSPECTION(S)	
ELECTRICAL INSPECTION(S)	SIGNED-OFF
HEALTH DEPARTMENT INSPECTION(S)	
REQUIRED SPECIAL INSPECTION(S)	
FIRE CODE INSPECTION(S)	
OTHER (LIST): UNDERGROUND PLBG	PASSED
FINAL INSPECTION	
MISCELLANEOUS/ADDITIONAL INFORMATION:	
<i>UNDERGROUND PLUMBING PASSED ON 8-20-21</i>	
<i>UNDERSLAB PASSED ON 8/21/2021, 8/23/21</i>	

CITY OF ARLINGTON 2023 COMPENSATION PLAN

RESOLUTION 16-2023 AMENDING THE PLAN, POSITION CLASSIFICATION ASSIGNMENT TABLE AND PAY GRID EFFECTIVE JANUARY 1, 2023

Councilmember _____ introduced the following resolution and moved for its adoption:

WHEREAS, the City Council has considered the existing classification of positions for the City of Arlington and the current economic conditions,

BE IT RESOLVED, that a Compensation Plan is hereby adopted. All positions covered by this Resolution shall be grouped in grades having a definite range of difficulty and responsibility. For each position there shall be a title; and there shall be shown examples of work which are illustrative of duties of positions, as well as requirements as to knowledge, abilities and skills necessary for performance of the work; and a statement of experience and training desirable for recruitment into a position.

A. Plan Objectives

- To establish and maintain a compensation plan that enables the City of Arlington to be highly competitive within our defined market.
- To lead or exceed the market in attracting and retaining qualified, reliable and motivated employees who are committed to quality and excellence for those we serve.
- To ensure, subject to the financial condition of the City, that employees receive fair and equitable compensation in relation to their individual contributions to the City's success.
- To follow the principles of pay equity in establishing and maintaining pay relationships among positions.
- To ensure program flexibility necessary to meet changing economic, competitive, technological, and regulatory conditions encountered by the City.
- To balance compensation and benefit needs with available resources.

B. Plan Structure

The compensation plan specifies salary range minimums and maximums. The intent of each salary grade is to fall within 80% and 120% of identified market for positions within the grade.

Each numbered pay grade in the basic table consists of the following:

1. **Salary Minimum:** The lowest amount paid to an employee in a specific job grade or class. No employee will receive less than the minimum rate. (80% of market)
2. **Salary Mid-point/Market Rate:** The middle of the salary range. (100% of market)
3. **Salary Maximum:** The highest amount paid to an employee in a specific job

grade or class. No employee will be paid a base rate above the maximum of the salary range. (120% of market).

C. Open Salary Range

The City shall adopt an Open Salary Range compensation plan that will allow for maximum flexibility and in-range salary administration since there are not defined or pre-calculated.

"steps". Employee movement within the pay grade range to which their position is assigned is based solely on performance. The open salary range concept rewards good and exceptional performers and advances employees to the market rate more quickly.

D. Position Classification Assignment

The position assignment table shall assign all of the various positions to the appropriate paygrade.

The City Administrator may jointly approve a reclassification of a position provided the reclassification does not exceed two grades upward or two grades downward from the current pay grade. To initiate consideration of this type of reclassification, the department director shall submit in writing the specific reasons for the reclassification.

Any changes to the classification of a position of more than two pay grades shall be approved by the City Council. Requests for reclassification are normally brought before the Council with the annual budget process, and at other times of the year, as needed. To initiate such a reclassification request, the department director shall submit a written request for consideration to the City Administrator. The request shall include a description of significant or considerable changes to the position that warrant a reclassification. The City Administrator will determine if the reclassification request is to be forwarded to the City Council for consideration.

E. Allocation of New Positions

When a new position is created for which, no appropriate description exists or when the duties of an existing position are sufficiently changed so that no appropriate description exists, the City Council, after recommendation of the City Administrator, shall cause an appropriate job description-specification to be written for said position.

F. Pay Grades

1. Exempt Employees

Each position is assigned a pay grade. The normal beginning rate for a new employee will be the minimum rate. After satisfactory completion of the required probationary period, an increase may be granted as warranted by the annual performance appraisal. Thereafter, consideration for increases may be given annually on a standardized date established by the City. The City Administrator reserves the discretion to adjust individual rates within the assigned pay grades as required. The Council will determine any pay increase for the City Administrator.

2. Non-Exempt Employees

Each position is assigned a pay grade. The normal beginning rate for a new employee will be the minimum rate. After satisfactory completion of the required probationary period, an increase may be granted as warranted by the annual performance appraisal. Thereafter, consideration for increases may be given annually on a standardized date established by the City. The City Administrator reserves the discretion to adjust individual rates within the assigned pay grades as required.

The City Administrator shall maintain the discretion to hire at any point within the range based on the qualifications, experience, market conditions or other relevant factors, to secure the best candidate for the position.

G. Promotion, Position Reclassification, and Demotion Pay Rate Adjustment

1. When an employee is promoted or the position to which they are appointed is reclassified upward, the employee's pay rate will be adjusted as follows:
 - a. If the promotion or reclassification results in a one grade adjustment upward, the employee shall be compensated within the higher salary range at a rate that is equal to the comparison of the employee's pay rate in their current range.
 - b. If the promotion or reclassification results in more than a one grade adjustment upward, the employee's pay rate will be adjusted by using one of the following methods:
 - i. To at least the minimum of the higher salary range for classified staff positions: or
 - ii. If the employee's current pay rate is at or above the minimum of the promotional or reclassified position, the pay rate may be increased to a level within the salary range or budgeted pay rate amount that is equitable, based on the employee's related experience, qualifications and the pay rates of the other employees in the same position; or, the appropriate pay rate based on market conditions and competition. Generally, this pay rate increase ranges from 5% to 10%; or,
 - iii. To a level within the higher salary range that is equal to the comparison of the employee's pay rate in the current range if the increase does not exceed 10%.
2. When an employee is demoted or the position to which they are appointed is reclassified downward, the employee's salary will be adjusted as follows:
 - a. If the employee's current pay rate is within the salary range of the resulting position, the pay rate will remain unchanged.

If the employee's current pay rate is above the maximum of the salary range, the current pay rate may be maintained, but frozen until the pay rate falls within the salary range as a result of adjustments to the pay

grid or may be lowered to the maximum pay rate of the lower pay grade.

When making salary adjustment decisions, the following may be considered:

- market condition trends, such as inflation and the current salary rates for the external market
- employee performance to reward increased productivity and performance improvements
- available resources, salary maximums, and other restrictions to ensure that the increase is allowable and that funds exist to cover it

The City Administrator will normally discuss the proposed pay adjustment with the director/department head. The City Administrator must approve any pay rate adjustment due to promotion, reclassification or demotion and may vary from this policy and approve a different pay rate adjustment per his/her discretion.

Definitions

Promotion A promotion is the appointment of a current, active regular employee to a position in a higher salary range than the one to which the position is presently assigned. Most promotions will occur because of a job posting or a departmental reorganization. A promotion is also advancement to a position that requires performing accountabilities of increased complexity or responsibility.

Demotion - A demotion is the appointment of a current, active regular employee to a position in a lower salary range than the one to which the position is presently assigned. Most demotions will occur as a result of a departmental reorganization or disciplinary action. A demotion is also an appointment to a position that requires performing accountabilities of decreased complexity or responsibility.

Reclassification - A reclassification is the placement of a current position in a higher or lower salary grade because the position evaluation criteria have changed and now meet the requirements of a higher or lower pay grade.

H. Apprenticeship Program

The City has implemented an apprenticeship program for those Water and Wastewater Department positions subject to identified employee development including required licensures/demonstrated skills, experience/longevity, and maturation in a position that directly affect the department's ability to deliver municipal services.

I. Performance Evaluations

1. For all regular full-time and part-time employees, a performance appraisal or evaluation will be made on, at minimum, an annual basis and per city policy No. 3.08. An evaluation made by the employee's supervisor shall be submitted in writing to the employee and to the City Administrator. All evaluations will be forwarded to the City Administrator for filing in the employee files.
2. Evaluations shall be based upon the performance of the individual in the position measured against established job performance criteria. Such criteria may include 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, 2023 are eligible for consideration for a merit performance 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 maintains 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 2023. 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 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 _____; and upon poll being taken thereon the following voted in favor thereof: _____; and the following voted against the same: _____; and the following abstained from voting: _____; and the following were absent: _____.

The foregoing resolution was adopted by the City Council of the City of Arlington this 3rd day April of 2023.

Signed: _____
Mayor

Attest: _____
City Administrator

CITY OF Arlington
2023 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	350	Finance Officer, City Clerk
244	Police Officer	353	Police Chief
252	Public Works Superintendent	483	City Administrator

**CITY OF Arlington
2023 Pay Grid Table**

2023 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
350	\$29.43	\$36.84	\$42.00
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

Posting date:

Jurisdiction Name:

NOTICE

Pay Equity Report

This jurisdiction is submitting a pay equity implementation report to Minnesota Management & Budget as required by the Local Government Pay Equity Act, Minnesota Statutes 471.991 to 471.999. The report must be submitted to the department by January 31st of the required reporting year.

The report is public data under the Minnesota Government Data Practices Act, Minnesota Statutes, and Chapter 13. That means that the report is available to anyone requesting this information.

This notice is being sent to all union representatives (if any) in this jurisdiction. In addition, this notice must remain posted in a prominent location for at least 90 days from the date the report was submitted.

For more information about this jurisdiction's pay equity program, or to request a copy of the implementation report, please contact:

SHIRLEY SLATER-SCHULTE
204 SHAMROCK DR. ARLINGTON, MN 55307
507-964-2378
(Local contact person's name, address, telephone)

For more information about the state pay equity law, you may contact the Pay Equity Office at:

pay.equity@state.mn.us

Pay Equity Office
Minnesota Management & Budget
400 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Compliance Report

Jurisdiction: Arlington
204 Shamrock Drive

Arlington, MN 55307

Report Year: 2023
Case: 1 - 2023 DATA (Private (Jur
Only))

Contact: Shirley Slater-Schulte

Phone: (507) 964-2378

E-Mail: cityhall@arlingtonmn.c
om

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	4	6	0	10
# Employees	5	6	0	11
Avg. Max Monthly Pay per employee	5089.20	5264.67		5184.91

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 74.99999 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	2	2
b. # Below Predicted Pay	2	4
c. TOTAL	4	6
d. % Below Predicted Pay (b divided by c = d)	50.00	66.67

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 9	Value of T = 1.628
-----------------------------	--------------------

a. Avg. diff. in pay from predicted pay for male jobs = 5

b. Avg. diff. in pay from predicted pay for female jobs = -558

III. SALARY RANGE TEST = 83.33 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 5.00

B. Avg. # of years to max salary for female jobs = 6.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

Case: 2023 DATA

Arlington

LGID: 380

Job Nbr	Class Title	Nbr		Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
		Males	Females								
10	Assistant Deputy Clerk	0	1	0	F	117	2947.00	3770.00	6.00	0.00	
2	Maintenance Worker	1	0	0	M	121	3002.00	3652.00	6.00	0.00	
3	Administrative Coordinator	0	1	0	F	130	3222.00	3921.00	6.00	0.00	
5	Deputy Clerk	0	1	0	F	228	3890.00	4732.00	6.00	0.00	
7	Police Officer	2	0	0	M	244	3813.00	4853.00	4.00	0.00	
4	Maintenance Supervisor	1	0	0	M	252	4559.00	5547.00	6.00	0.00	
11	Community Development Director	0	1	0	F	342	4507.00	5483.00	6.00	0.00	
8	Police Chief	1	0	0	M	353	5666.00	6541.00	4.00	0.00	
12	Finance Officer/City Clerk	0	1	0	F	450	5418.00	6386.00	6.00	0.00	
9	City Administrator	0	1	0	F	483	5996.00	7296.00	6.00	0.00	

Job Number Count: 10



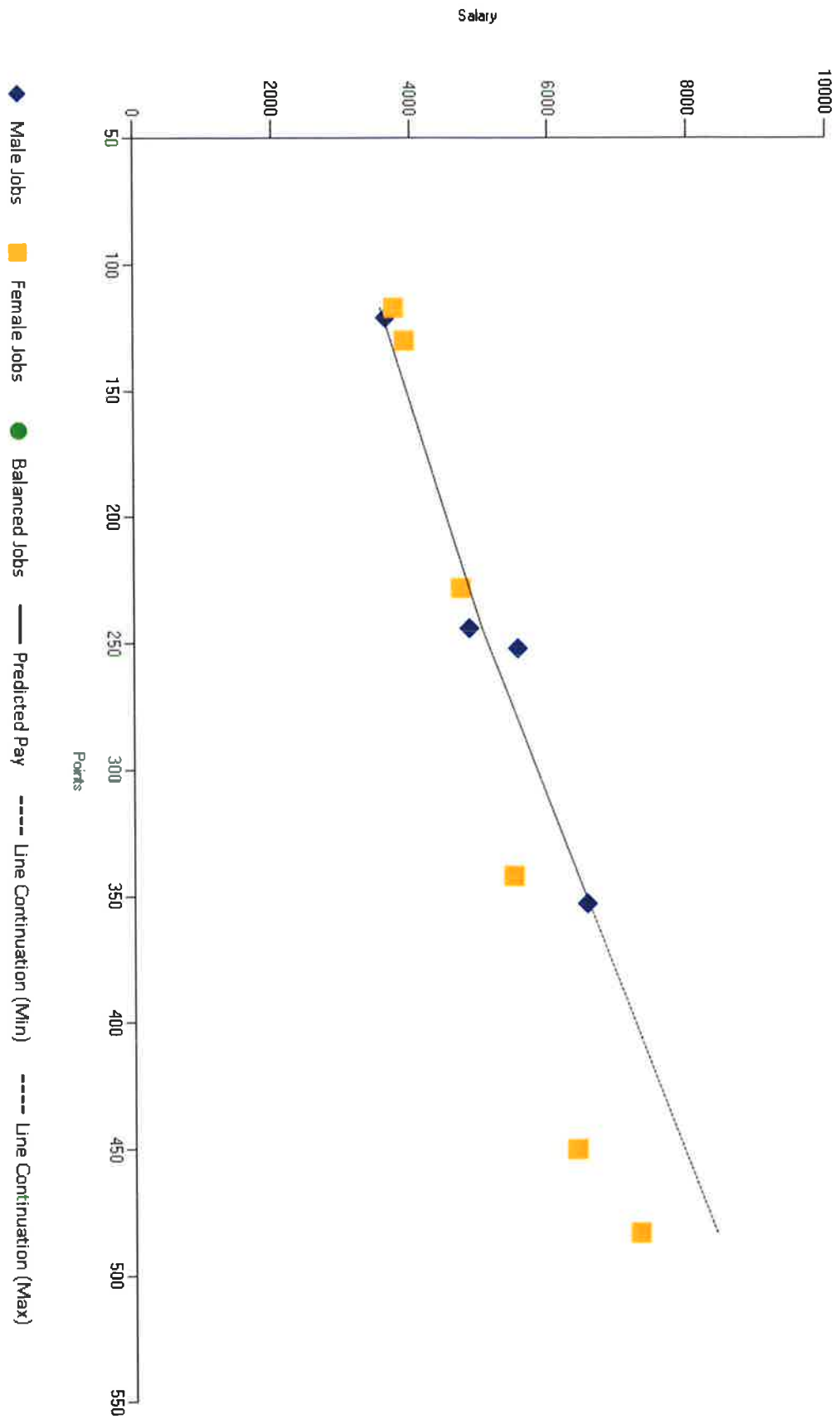
Predicted Pay Report for: Arlington

Case: 2023 DATA

Job Nbr	Job Title	Nbr		Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
		Males	Females							
10	Assistant Deputy Clerk	0	1	0	1	Female	117	3770.0000	3579.9150	190.0850
2	Maintenance Worker	1	0	0	1	Male	121	3652.0000	3626.4667	25.5333
3	Administrative Coordinator	0	1	0	1	Female	130	3921.0000	3731.5283	189.4717
5	Deputy Clerk	0	1	0	1	Female	228	4732.0000	4875.0338	-143.0338
7	Police Officer	2	0	0	2	Male	244	4853.0000	5037.0203	-184.0203
4	Maintenance Supervisor	1	0	0	1	Male	252	5547.0000	5149.7509	397.2491
11	Community Development Director	0	1	0	1	Female	342	5483.0000	6415.5256	-932.5256
8	Police Chief	1	0	0	1	Male	353	6541.0000	6570.2085	-29.2085
12	Finance Officer/City Clerk	0	1	0	1	Female	450	6386.0000	7934.3008	-1548.3008
9	City Administrator	0	1	0	1	Female	483	7296.0000	8398.6069	-1102.6069

Job Number Count: 10

Predicted Pay Report for: Arlington
Case: 2023 DATA



Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: Arlington
204 Shamrock Drive

Arlington, MN 55307

Jurisdiction Type: City

Contact: Shirley Slater-Schulte

Phone: (507) 964-2378

E-Mail: cityhall@arlingtonmn.com

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: State Job Match

Description:

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

City Hall

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Arlington City Council

(governing body)

Matthew Scharpe

(chief elected official)

Mayor

(title)

Part C: Total Payroll

\$988878.56

is the annual payroll for the calendar year just ended December 31.

- [] Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted: 3/28/2023



Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION 17-2023

A RESOLUTION APPROVING THE APPLICATION FOR A LAWFUL GAMBLING PERMIT FOR RIDGEVIEW-ARLINGTON CAMPUS.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Arlington hereby approves the application for a Lawful Gambling Permit as submitted by Ridgeview-Arlington Campus for a Raffle at the Arlington Haus on December 30, 2023.

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

The foregoing resolution was adopted by the City Council of the City of Arlington on this 3rd day of April 2023.

Signed: _____
Mayor Matthew Scharpe

Attested: _____
Interim City Administrator Shirley Slater-Schulte

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



Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION 18-2023

A RESOLUTION ACCEPTING A DONATION AND DESIGNATING ITS USE

WHEREAS, Minnesota State Statutes 465.03 states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, the City may not, however, accept or use gifts for religious or sectarian purposes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members; and

WHEREAS, the City of Arlington has received a donation of a \$200.00 from ABCD Woehler to be used for the CPR Startup; and

WHEREAS, charitable contributions to governmental units are tax-deductible under Section 170(c)(1) of the Internal Revenue Code if made for public purpose, and

WHEREAS, the Arlington City Council would like to express its thankfulness for this gracious community support, and

NOW THEREFORE BE IT RESOLVED, pursuant to Minnesota State Statute 465.03 the Arlington City Council does hereby accept the aforementioned donation.

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

The foregoing resolution was adopted by the City Council of the City of Arlington this 3rd day of April 2023.

Signed: _____
Mayor Matthew Scharpe

Attest: _____
Interim City Administrator Shirley Slater-Schulte

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

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is dated March 27, 2023, by and between **Dave Berg Consulting, LLC** (“Consultant”), with offices at 15213 Danbury Ave W, Rosemount, MN 55068 and the **City of Arlington, MN** (“Client”), with offices at 204 Shamrock Dr, Arlington, MN 55307.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

- 1. Services:** All services to be furnished by Consultant under this Agreement will be authorized through individual Task Orders in substantially the form included as Exhibit A to this Agreement. Each Task Order will outline the scope of services, fee for services and schedule pertaining to the Consulting Services as specifically authorized by Client.
- 2. Independent Contractor:** Consultant is an independent contractor and is not an employee of the Client. Services performed by Consultant under this Agreement are solely for the benefit of Client unless specified otherwise. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
- 3. Standard of Care:** Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
- 4. Changes/Amendments:** This Agreement may not be changed except by written amendment signed by both parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Consultant understands it, will be reflected in each individual Task Order. Services not expressly set forth in this Agreement or in a Task Order are excluded. Consultant shall promptly notify the Client if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
- 5. Payment:** Invoices are due and payable upon receipt. Client shall pay Consultant within 30 days of date of invoices. If Client disputes any portion of an invoice, the undisputed portion will be paid and Consultant will be notified in writing within 10 days of the invoice of the exceptions taken. Additional charges for interest shall

PROFESSIONAL SERVICES AGREEMENT

become due and payable at a rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts. Any interest charges due from the Client on past due invoices are outside any maximum billing amounts established for this Agreement and shall not be included in calculating the maximum. If the Client fails to pay invoiced amounts within 60 days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

- 6. Insurance:** During the performance of the Services under this Agreement, Consultant shall maintain the following insurance coverage. Upon request, Consultant will provide insurance certificates to the Client:

Workers' Compensation	Not Applicable
Employer's Liability	Not Applicable
Professional Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Comprehensive General Automobile (Hired and non-owned automobiles)	\$1,000,000 per occurrence

- 7. Indemnity:** Following operation of applicable rights of contribution and to the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client and its directors, officers and employees from and against any and all loss, damage, claim or liability (including without limitation, reasonable attorneys' fees) incurred by Client to the extent arising out of Consultant's negligent acts, errors or omissions, including claims by any third party or claims made by employees of Consultant. Consultant explicitly and expressly waives any right it has to immunity under applicable industrial insurance laws with respect to any action against Client and agrees to assume liability for actions brought by its own employees against Client as provided above.

Following operation of applicable rights of contribution and to the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its

PROFESSIONAL SERVICES AGREEMENT

directors, officers, employees and subconsultants from and against any and all loss, damage, claim or liability (including, without limitation, reasonable attorney's fees) incurred by Consultant to the extent arising out of Client's negligent acts, errors or omissions, including claims by any third party or claims made by employees of Client. Client explicitly and expressly waives any right it has to immunity under applicable industrial insurance laws with respect to any action against Consultant and agrees to assume liability for actions brought by its own employees against Consultant as provided above.

- 8. Limitation of Liability:** No employee or contractor of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant to Client for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the specified insurance limits.
- 9. Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
- 10. Termination:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement (including Client's obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued.
- 11. Reuse of Work Products:** All documents, analyses and other data prepared by Consultant under this Agreement ("Work Products") are instruments of service and are and shall remain the property of Consultant. Client shall have the right to make and retain copies and use all Work Products; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Consultant may, at its sole discretion, copyright any of the Work Products; **provided that copyrighting will not restrict Client's right to retain or make copies of the Work Products for its information, reference and use on the project or services under this Agreement.**

The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without the prior written approval of Consultant. If Client

PROFESSIONAL SERVICES AGREEMENT

releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Client does so at its sole risk and discretion and Consultant shall not be liable for any claims or damages resulting from or connected with the release or any third party's use of the Work Products.

12. Information Provided by Client: Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

13. Confidentiality: With respect to this Agreement, Consultant shall be considered to be Client's representative for purposes of receipt of information under any confidentiality agreements between Client and third parties concerning issues within the scope of this Agreement. Client shall provide Consultant with copies of any such confidentiality agreements. Consultant shall comply with the restrictions in such confidentiality agreements and, if requested by Client, shall return all copies of any information deemed to be confidential under such agreements.

14. Opinions of Cost: Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of contract services costs, operation expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost.

15. Miscellaneous:

- (a) This Agreement is binding upon and will inure to the benefit of the Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
- (b) Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.
- (c) If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- (d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

PROFESSIONAL SERVICES AGREEMENT

- (e) Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Consultant: Dave Berg Consulting, LLC
Attention: David A. Berg, Principal
Address: 15213 Danbury Ave W, Rosemount, MN 55068

Client: City of Arlington, MN
Attention: Lisa Tesch, City Clerk
Address: 204 Shamrock Dr, Arlington, MN 55307

- (f) In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

IN WITNESS WHEREOF, the parties have signed this Agreement the date first written above.

City of Arlington, MN

By: _____

Its: _____

Dave Berg Consulting, LLC

By:



Its: Principal

Attachments: Exhibit A Form of Task Order

EXHIBIT A – TASK ORDER

This Task Order # ___ dated _____ provides that **Dave Berg Consulting, LLC** (“Consultant”) will provide Consulting Services for [DESCRIPTION OF WORK] to the **City of Arlington, MN** (“Client”) under the general terms and conditions outlined in the Professional Services Agreement between Consultant and Client dated March 27, 2023.

The scope of services, fee for services, schedule and other provisions for this Task Order are as follows:

1. **Scope of Services:** [to be provided]
2. **Fee for Services:** [to be provided]
3. **Schedule:** [to be provided]
4. **Other:** [to be provided]

IN WITNESS WHEREOF, the parties have signed this Task Order the date first written above.

City of Arlington, MN

By: _____

Its: _____

Dave Berg Consulting, LLC

By:

Its: Principal

This Task Order #1 dated March 27, 2023 provides that **Dave Berg Consulting, LLC** (“Consultant”) will provide Consulting Services for an Electric Rate Study to the **City of Arlington, MN** (“Client”) under the general terms and conditions outlined in the Professional Services Agreement between Consultant and Client dated March 27, 2023.

The scope of services, fee for services, schedule and other provisions for this Task Order are as follows:

1. Scope of Services:

- a. Data request – a written data request will be provided to Client listing information required for the study.
- b. Initial meeting – Consultant will travel to Arlington to meet with Client staff to examine the information compiled and review the study goals.
- c. Projected operating results, existing rates – a five-year projection of the utility financial operating results will be prepared assuming continuation of the existing rates. This analysis will indicate the need, if any, for additional revenues through rates.
- d. Cost-of-Service analysis – a cost-of-service analysis will be performed to determine the allocated cost for serving different classes of electric customers on the Arlington system. Allocated costs are compared to revenues by class as a measure of rate fairness between classes. The cost-of-service results also provide information helpful in designing specific rates for each class.
- e. Rate strategy meeting – Consultant will meet via telephone or video conference with Client staff to review the operating results and cost-of-service analysis and discuss rate design strategy for proposed new rates.
- f. Rate design – proposed rates will be developed to meet Client goals. The rate design will include a consideration of pole attachment rates.
- g. Preliminary report – a preliminary report will be delivered to Client staff for review and comment.

- h. Final report – based on feedback from Client staff, the preliminary report will be finalized.
- i. Report presentation – Consultant will travel to Arlington to present the report results and recommendations at a City Council meeting.

Meetings

The scope includes one meeting as part of task 1(b) and one meeting as part of task 1(i).

- 2. **Fee for Services:** The Electric Rate Study will be provided for a fixed fee of \$8,000 plus actual applicable expenses. Applicable expenses would be for surface travel, meals, copying services and shipping. Expenses are estimated to be \$500. Consultant will bill the \$8,000 fixed fee in two installments: i) \$4,000 following the submittal of the interim report in Task 5; and ii) \$4,000 following the presentation in Task 1(i) or completion of the study. Itemized expenses would be added to each applicable fixed fee invoice.
- 3. **Schedule:** It is estimated that the study as outlined above will require 10 weeks to complete after notice to proceed.
- 4. **Other:** not applicable

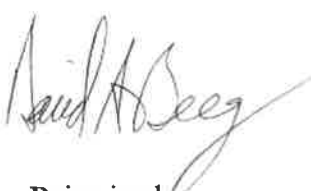
IN WITNESS WHEREOF, the parties have signed this Task Order the date first written above.

City of Arlington, MN

By: _____

Its: _____

Dave Berg Consulting, LLC

By: 

Its: Principal

From: Kenneth Janssen
Sent: Thursday, March 30, 2023 10:58 AM
To: City of Arlington - General
Subject: RE: Memo regarding Nuvera

Some issues for consideration:

- Should likely go to Planning and Zoning commission to confirm that this is in conformity/doesn't interfere with anything.
- The terms of the easement should be specified. Why do we even need an easement, cant we just include access per the lease agreement? Another thing for the Planning and Zoning to consider, where such access should occur.
- I have concerns that the lease agreement doesn't provide an out for the City. It is a 30 year lease, with unilateral option to extend 10 years, indefinitely by Nuvera. I would like to see some sort of way for the city to terminate.
- Should also consider whether or not the lessee should have the ability to assign/transfer the lease.
- We may also want some sort of bond posted to ensure Nuvera returns the property to the city as it was prior them taking possession of the property.

Kenneth G. Janssen
Shareholder
Gavin, Janssen & Stabenow, Ltd.
1017 Hennepin Avenue N
Glencoe, MN 55336
320-864-5142
320-864-5146 - Fax

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This Document Drafted by:
Finley Engineering Company, Inc.
BethAnn Winter
1981 Engebretson Street
Slayton, MN 56172

LEASE

THIS AGREEMENT, made and entered into by and between

City of Arlington

(hereinafter collectively referred to as the “**Lessor**” or “**Lessors**”) and

Nuvera Communications, Inc.

(hereinafter referred to as “**Lessee**”).

WHEREAS, the Lessor is the owner of real estate situated in Sibley County, Minnesota (hereinafter referred to as “**the Property**”, “**the real estate**”, or “**the leased premises**”) more particularly described as follows, to wit:

Legal Description TBD

and

WHEREAS, the parties desire to enter into a Lease.

NOW, THEREFORE, the Lessor and Lessee agree as follows:

1. **Leased Premises:** The Lessor does hereby lease and let unto the Lessee the premises situated in Sibley County, Minnesota, legally described as follows, to wit:

Description: A parcel of land located in the City of Arlington, NW1/4 SW1/4 of Section 10, Township 113 North, Range 27 West, Sibley County, Minnesota described as follows:

Legal description TBD after survey.

- 1.1 **Access:** The Lessee is granted an Easement over and upon the Lessor's adjoining property for vehicular access to the leased premises. The

for a 100 Mbps Symmetrical service. The speed package can be re-negotiated every five years to keep up with prevailing technology. The internet service location provided to the Lessor is _____ at no cost to the Lessor

3.2 **Renewal terms:** The Lessee shall be permitted to renew this lease for successive 10-year terms after the expiration of the initial Thirty-year term. To cause such renewal, the Lessee shall give notice to the Lessor, in writing, of the Lessee's intention to renew the Lease at any time during the final twelve (12) months of the expiring lease term. Such notice shall be effective upon mailing to the Lessor at the address set forth herein. In the event that the Lessee gives such notice, the Lease shall continue without modification. There shall be no limit to the number of renewal terms that the Lessee may utilize.

3.4 **Termination of the Lease by the Lessee:** The Lessee may terminate this Lease at any time upon sixty-days' notice to the Lessor. In the event of such termination, the Lessee shall pay to the Lessor rent for the remaining term of the Lease equal to the value of the Internet package identified in 3.1. In the event of termination during any renewal term, the Lessee shall be obligated only for the unpaid rent due for the unexpired portion of the remaining renewal term.

4. **Representations and Warranties of the Lessor:**

4.1 The Lessor represents and warrants that the Lessor has good and marketable title in fee simple to the real estate, which is the subject of this lease, free and clear of all encumbrances, charges, rights, or conditions. The Lessor represents and warrants that the Lessor has the right to convey a valid leasehold interest in the leased premise to the Lessee in accordance with the terms of this Lease.

4.2 The Lessor represents and warrants that the Lessor shall deliver actual possession of the premises, and there shall be no tenants or others who will claim a right of use in the property other than the Lessee according to the terms of this Lease.

4.3 The Lessor represents and warrants that there are no hazardous wastes or hazardous substances, as those terms are defined in any and all applicable federal and/or state laws, and that there are no toxic substances, petroleum, asbestos, PCBs, pollutants, or contaminants which have been generated, stored, used, buried, or disposed of on, in, or under, or in any way which would adversely affect the leased premises, including ground water located thereon.

4.4 The Lessor represents and warrants that the Lessor is not now nor is the Lessor currently threatened with any legal action or other proceeding before any Court or administrative agency relating to or affecting the real estate or any portion thereof. The Lessors have not been charged with and are not presently under investigation regarding any violation of law or administrative regulation, federal, state, or local, concerning the real estate.

are in progress for which assessments may be levied after closing which will affect the Lessee.

- 4.7 The Lessor represents and warrants that the Lessee will have direct legal access to and abut on a public right of way and maintained roadway, which roadway provides a valid means of ingress and egress to and from the leased real estate.
 - 4.8 The Lessor represents and warrants that there are no underground tanks on the real estate nor are there any transformers, capacitors, or other appliances used in or stored upon the real estate.
 - 4.9 The Lessor represents and warrants that there is no urea formaldehyde insulation and no asbestos on the owned real estate.
 - 4.10 That all representations and warranties of the Lessor contained in the Lease shall survive closing and are incorporated herein by reference.
 - 4.11 That the Lessee shall have continuous and uninterrupted use of the premises during the term of the Lease.
5. **Facilities Abandoned in Place:** At the time of termination of this Lease, the Lessee shall remove any buildings or above-ground improvements made to the leased premises. The Lessee may, at the Lessee's option, remove, or abandon in place any buried or underground improvements. Upon termination of this Lease pursuant to this provision by the Lessee, the Lessee shall have no further obligation or liability to the Lessor for acts or events occurring upon the leased premises of the Lessor, and the Lessor shall be solely and exclusively responsible for the leased premises.
6. **Condemnation:** In the event that condemnation proceedings are initiated as to the real estate which in the opinion of the Lessee, adversely affect the Lessee's utilization of the leased premises, the Lessee may, at the Lessee's option, terminate this Lease upon One Hundred Eighty (180) days' written notice, and after such One Hundred Eighty-day period, shall have no further obligation for any rental payments due hereunder, notwithstanding the language of paragraph 3 above.
7. **Assignment:** That the Lessee's rights and obligations under the terms of this Lease shall be assignable and subject to subletting by the Lessee. All such assignments or subletting shall be associated with the use of the leased premises for communications purposes. In the event of assignment of the Lessee's interest in this Lease, the Lessee shall promptly give notice to the Lessor of such assignment.
8. **Payment of Real Estate Taxes:** The Lessor shall be solely responsible for the payment of all real estate taxes, special assessments, or other charges levied against or affecting the leased real estate.
9. **Groundskeeping and Maintenance:** Lawn maintenance and snow removal on the leased real estate will be taken care of by the Lessor.
- 10 **Memorandum:** Upon execution of this Lease, the Lessor and Lessee agree to

12. **Quiet Enjoyment:** The Lessor covenants that the Lessor will not interfere or permit others to interfere with, obstruct, or in any other manner limit or impair the free use and access of the Lessee in accordance with the terms of this Lease.
13. **Entire Agreement:** That this Lease constitutes the entire agreement between the parties and may be modified by the parties only in writing.
14. **Payment of Rent:** That the rental to be paid in accordance with this Lease shall be paid in monthly installments in the form of internet service to the Lessor or Lessors at the following address:

City of Arlington
204 Shamrock Drive
Arlington, MN 55307

All notices to be given under the terms of this Lease shall be given at the addresses set forth below, and are deemed to have been given if mailed by first class mail, postage prepaid:

A. As to the Lessor:
 City of Arlington
 204 Shamrock Drive
 Arlington, MN 55307

B. As to the Lessee:
Nuvera Communications, Inc.
27 N. Minnesota Street
New Ulm, MN 56073

Dated this _____ day of _____ 2023.

Lessee

Lessor

By: _____

By: _____

Title: _____

Title: _____

STATE OF MINNESOTA

COUNTY OF SIBLEY

The foregoing instrument was acknowledged before me this _____ day
of _____, 2023, by _____, Nuvera Communications, Inc.

Notary Public

Nuvera
Preliminary Site Location
3/20/2023
Arlington, MN



Building Size not
determined equipment will
require a 12' x 24' or 10'x26'



JOB SITE

City of Arlington Interior
 204 shamrock dr
 Arlington, MN 55307
 (507) 380-6546
 kweckworth@alrightonmn.com

PREPARED BY

Jeff Anderson
 Commercial Sales Associate
 (952) 843-8997
 janderson@certapro.com

CLIENT

City of Arlington
 204 shamrock dr
 Arlington, MN 55307
 (507) 380-6546
 kweckworth@arlingtonmn.com

CLIENT CONTACTS

Kerby Weckworth
 M: (507) 380-6546
 E: kweckworth@alrightonmn.com

PRICING:

Doors and Door Frames	\$846.00
Hallways - Vestibules Included (ENTRYWAYS)	\$2,698.00
Restrooms	\$683.00
Room 1	\$1,380.00
Room 2	\$965.00
Room 3	\$1,308.00
Stage Ceiling and Floor	\$1,124.00
Subtotal:	\$9,004.00
Total:	\$9,004.00
Balance	\$9,004.00

SET-UP

CUSTOMER TO:

Allow clear access to work areas, 3 feet clearance, Ensure all areas being painted are free from dirt and dust, Movable furniture to center of room, Move appliances to paint behind, Remove all movable furniture, Remove all wall art, Remove drapes and blinds, Remove small and fragile objects

CERTAPRO WILL COVER & PROTECT

Cabinets/fixtures, Floors, Furniture

CERTAPRO WILL

Move furniture as requested on a per man-hour \$ basis, Properly mask areas not being painted, Remove and replace switch plates and outlet covers

* They will also patch/sand minor issues w/wall

CLEAN UP

To be completed in full daily in each room so as to allow customer access if requested by customer. Prep materials i.e. drop cloths, paper, plastic etc. used to protect the customer's home and furniture will remain until final room(s) completion. The drop cloths, tools, ladders and supplies to be placed in determined location by the customer for safety.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Doors and Door Frames			
Door Frame(s)			
Hallways			
Walls			
Walls	Top Scrub-Acrylic-Eggshell	2 / 0	TBD
Restrooms			

Walls	Top Scrub-Acrylic-Eggshell	2 / 0	TBD
Room 1			
Walls	Top Scrub-Acrylic-Eggshell	2 / 0	TBD
Room 2			
Walls and Stage Walls	Top Scrub-Acrylic-Eggshell	2 / 0	TBD
Room 3			
Walls	Top Scrub-Acrylic-Eggshell	2 / 0	TBD
Stage Ceiling and Floor			
Ceiling	Top Scrub-Acrylic-Eggshell	2 / 0	TBD

NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

THIS PROPOSAL IS FOR AN INTERIOR PAINTING PROJECT. PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED. THIS OFFER IS VALID FOR 60 DAYS.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

FURNITURE MOVING: Customers are required to move furniture/appliances that we are to paint behind. We are willing and able to help move furniture/appliances as required to complete the project; however, we cannot be held responsible for any damage resulting from these activities. There will be a charge of \$70.00 per manhour.

MORE THAN 4 WALL COLORS: Each proposal assumes 1 wall color per room and no more than 4 wall colors in total. There will be an additional upcharge of \$50.00 per additional color chosen above 4 wall colors.

ACCENT WALLS: A wall that can have a different color, shade, design or material from the other walls around it. Accent walls require additional time, prep, materials and product, therefore, a minimum charge of \$150.00 will be added for each Accent Wall.

WALLS WITH EXISTING SHEEN HIGHER THAN FLAT: Walls that currently have a sheen higher than Flat (Matte, Low Luster, Satin, Egg-Shell, Semi-Gloss, Gloss) i.e. kitchens and bathrooms, walls that require wall repair (spackling, sanding and spot priming) will also require a full primer coat UNLESS the new topcoat is flat. Anything other than Flat (without a primer coat) will show flashing in the areas the walls have been repaired and spot primed. This would make the areas look patchy.

THE INTERPRETATION OF TERMS AND PHRASES AFFECTS THE PAINTING AND DECORATING CONTRACTOR'S COST IN THE PERFORMANCE OF A PROJECT: We adhere to the standards of the PDCA (Painting and Decorating Contractors of America).

CERTAPRO PAINTERS COMPLIES WITH: All local, state, and federal laws; including but not limited to the EPA Lead-Safe Program.

WARRANTY ON ALL WORK: We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty, this is a legal document. Please see back of proposal for details. (*Note that nail pops, cracks and water damage are structural issues, therefore, they are not warranty issues.

CERTAPRO PAINTERS PARTICIPATES IN THE MINNESOTA PAINT RECYCLING PROGRAM:

PAYMENT TERMS: Pricing assumes payment by check. Provide check to be made out to "CertaPro Painters" to the Job Site Supervisor assigned to your project. If paying by credit card, please contact our office at 952-228-9909. We accept Visa, Master Card, American Express and Discover. A "processing fee" of 3% will be added for credit card payments.

A Late Payment Fee of 3% will be assessed for each 30-day Late Payment Period.

ADDITIONAL NOTES

TERM OF CONTRACT:

1.01 This agreement becomes effective when signed and will continue in effect until the services provided for under this Agreement have been performed or unless terminated sooner as provided in Article 6 of this Agreement.

SERVICES TO BE PERFORMED BY CONTRACTOR:

Specific Services:

2.01. Contractor agrees to perform the services specified in the "Scope of Work" sections listed above on this Agreement and incorporated into this Agreement by reference.

Method of Performing Services:

2.02. Contractor will determine the method, details, and means of performing the services in the "Scope of Work". Customer may specify only the results desired in the "Scope of Work".

Employment of Assistants:

2.03. Contractor may, at Contractor's own expense, employ any assistants that Contractor deem necessary to perform the services required of Contractor by this Agreement.

PAYMENT TERMS:

3.01. Customer agrees to pay to Contractor in full for the services in the "Scope of Work" on the final scheduled day, after the final walk-through, that Contractor performs the services.

On large projects, a progress payment is due halfway through via a written Change Order signed by both parties. "Contractor may suspend work until the progress payment of \$xxxx is paid. If the \$xxxx progress payment is not made within five (5) business days, Contractor may terminate the Agreement".

OBLIGATIONS OF CONTRACTOR:

Service:

4.01. Customer understands that Contractor performs service for multiple Customers and is subject to Contractor's schedule.

Hours During Which Contractor Performs Services:

4.02. Regular Contractor hours of service are 8:00am - 5:00pm Monday through Friday. Other/additional hours may be arranged in a written Change Order signed by both parties.

Equipment:

4.03. Contractor will supply all tools, equipment, instruments, supplies, and other materials required to perform the services under this Agreement except as stated in a written Change Order signed by both parties.

OBLIGATIONS OF CUSTOMER:

Cooperation of Customer:

5.01. Customer agrees to comply with all reasonable requests of Contractor necessary for Contractor to complete the services in the "Scope of Work".

Place of Work:

5.02. Customer agrees that Contractor will require ingress, egress and reasonable space in Customer's premises to perform its services.

TERMINATION OF AGREEMENT:

Expiration of Agreement:

6.01. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the Contractor completes the "Scope of Work" services.

Termination Notice by Customer:

6.02. Customer may terminate this Agreement only in writing, which shall include the entire basis for terminating the Agreement. Customer agrees to pay Contractor for all services performed through the date of termination of this Agreement.

Termination by Contractor:

6.03. Contractor may terminate this Agreement in writing if;

- * Customer is not in ownership of the premises
- * Customer defaults in Obligations of Customer.
- * Customer declares bankruptcy.

GENERAL PROVISIONS:

Notices:

7.01. Any notices to be given under this Agreement by either party to the other party shall be made in writing including electronic email. Written notice may be delivered by:

- * Handing it to the party.
- * Emailing it to the party with delivery notification.
- * Mailed to the party via registered or certified mail with postage prepaid and with return receipt requested. Mailed notices shall be addressed to the party at

the address stated in this Agreement. Notice is deemed to be effective one (1) business day after mailing.

Entire Agreement of the Parties:

7.02. This Agreement is the entire agreement between the parties and supersedes all prior agreements, whether oral and written, between the parties regarding the "Scope of Work" services. This Agreement may be modified only by a written Change Order signed by both parties.

Partial Invalidity:

7.03. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees:

7.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, Contractor shall be entitled to reasonable attorneys' fees in addition to any other relief to which Contractor may be entitled. The attorneys' fees may be set by the court in the same action or in a separate action brought for that purpose.

Governing Law:

7.05. Minnesota law governs this agreement.

COLOR CONSULTATION: All of our proposals include a one hour color consult if requested and color matching services as needed. **ACCENT WALLS:** If a customer would like to add an Accent Wall any time after receipt of this proposal there will be an additional charge of \$150.00 per Accent Wall. **3RD COAT OF PAINT:** There are certain paint colors (Deep Base colors such as dark reds) that may require more than 2 coats for proper coverage or depth of tone. If after 2 coats, you are not satisfied with the look, we fill out a Change Order and proceed to apply additional coats at \$70.00 per manhour plus materials (if needed) to achieve your desired outcome. **UNFORESEEN CONDITIONS CANNOT BE PREDICTED AND THEREFORE NOT INCLUDED IN THIS PROPOSAL:** On very rare occasions, there are necessary repairs that are not included in the estimate. These are usually items not visible during the proposal process. Examples include wall damage hidden behind large furniture or in closets behind clothing, high wall and ceiling work where we cannot identify the quality of the structure (i.e. drywall ends not on studs, repairs done with a different thickness drywall etc.). Should something outside the scope of the work be encountered, we will notify you and proceed upon your approval with a signed Change Order. **DRYWALL AND CARPENTRY:** Any drywall or carpentry work to be done by anyone other than CertaPro Painters must be 100% complete before CertaPro Painters can begin painting the project. All drywall and carpentry estimates are based on visual inspections. Pricing could change if there are non-visible items that would require additional work to complete. Removal and disposal of drywall and carpentry materials may be subject to a \$50-\$100 disposal fee based on the amount of materials being removed. **LIEN NOTICE:** As required by Minnesota Construction Lien Law, claimant (also described herein as 'seller') hereby notifies owner (also described herein as 'buyer') that persons or companies performing, furnishing, or procuring labor services, materials, plans or specifications for the construction on owner's land may have lien rights on owners and buildings if not paid. Those entitled to lien rights, in addition, to the undersigned claimant, are those who contract directly with the owner or those who give the

er notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans or specifications for the construction and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and owner's lender, if any, to see all potential lien claimants are duly paid.

SIGNATURES

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PAYMENT DETAILS

Payment is due: in full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, IF YOU CANCEL ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER 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 INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **Morlocks**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

• I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)



Client: Arlington Event Center - Kindy Weckworth
 Phone: 507-382-6548
 Address: 204 Shamrock Dr., Arlington, Minnesota 55307
 Email: kweckworth@arlingtonmn.com
 Source: Yard Sign
 Date: 02 Mar 23
 Estimator: Andy

Interior
Estimate

Project	Item	Notes	Total
East Entry	Walls	Prep, minor patching and 2 coats premium wall paint - 1 color	\$450
		Prep and paint - (1) Jambes Only	\$175
Main Hallway	Walls	Prep, minor patching and 2 coats premium wall paint - 1 color Includes masking around Mirazis	\$1,750
	Doors	Prep and paint - (3) Jambes only (1) Door/Jamb	\$725
West Entry	Walls	Prep, minor patching and 2 coats premium wall paint - 1 color	\$375
	Walls	Prep, minor patching and 2 coats premium wall paint - 1 color	\$700
Womens Bathroom	Doors	Prep and paint - (1) Jambes only	\$175
	Walls	Prep, minor patching and 2 coats premium wall paint - 1 color	\$625
Mens Bathroom	Doors	Prep and paint - (1) Jambes only	\$175
	Walls	Prep, minor patching and 2 coats premium wall paint - 2 colors Includes window vaults	\$2,250
Main Room 1	Doors	Prep and paint - (4) Jambes Only	\$700
	Walls	Prep, minor patching and 2 coats premium wall paint - 1 color	\$2,450
Main Room 2	Doors	Prep and paint - (1) Jambes only and (2) Door/Jambes	\$575
	Walls	Prep, minor patching and 2 coats premium wall paint - 1 color	\$700
Stage	Ceiling	Prep and paint - same color	\$500
	Floor	Prep and paint - floor enamel	\$475
Main Room 3	Doors	Prep and paint - (1) Jambes only	\$175
	Walls	Prep, minor patching and 2 coats premium wall paint - 1 color	\$2,250

If going with a lighter color over dark there may need to be primer coat included

\$50 added to estimate for each 6 months past creation date.
 See attached information sheet for processes, coating information, methods and color formulation.
 Materials & Labor included. Unless specified.
 All estimates and final estimates are subject to change based on full site verification. Final scope of work and color selection placement.

Thank You For Your Trust!

Payment due 7 days from completion

Subtotal \$15,225.00
 Credit Card Fee 3% \$ 456.75
 Total \$15,681.75



Client: Arlington Event Center - Kirby Weckworth
Phone: (507) 380 6546
Address: 204 Shamrock Dr. Arlington Minnesota 55307
Email: kweckworth@arlingtonmnp.com
Source: Yard Sign
Date: 01 Mar 23
Estimator: Andy

*Interior
 Estimate*

Project	Item	Notes	Total
East Entry	Walls	Prep, minor patching and 2 coats premium wall paint = 1 color	\$450
		Prep and paint - (1) Jambs Only	\$175
Main Hallway	Walls	Prep, minor patching and 2 coats premium wal. paint = 1 color Includes masking around Murals	\$1,750
		Doors	Prep and paint - (3) Jambs only (1) Door/Jamb
West Entry	Walls	Prep, minor patching and 2 coats premium wall paint = 1 color	\$375
Womens Bathroom	Walls	Prep, minor patching and 2 coats premium wall paint = 1 color	\$700
		Doors	Prep and paint - (1) Jambs only
Mens Bathroom	Walls	Prep, minor patching and 2 coats premium wall paint = 1 color	\$625
		Doors	Prep and paint - (1) Jambs only
Main Room 1	Walls	Prep, minor patching and 2 coats premium wall paint = 2 colors Includes window vaults	\$2,250
		Doors	Prep and paint - (4) Jambs Only
Main Room 2	Walls	Prep, minor patching and 2 coats premium wall paint = 1 color	\$2,450
		Doors	Prep and paint - (1) Jambs only and (2) Door/Jambs
Stage	Walls	Prep, minor patching and 2 coats premium wall paint = 1 color	\$700
	Ceiling	Prep and paint - same color	\$500
	Floor	Prep and paint - floor enamel	\$475
	Doors	Prep and paint - (1) Jambs only	\$175
Main Room 3	Walls	Prep, minor patching and 2 coats premium wall paint = 1 color	\$2,250

If going with a lighter color over dark there may need to be primer coat included

5% added to estimate for each 6 months past creation date

See attached information sheet for processes, coating information, methods and color information

Material & Labor Included Unless Specified

All estimates and virtual estimates are subject to change based on full site verification, final scope of work and color selection/placement

Thank You For Your Trust!

Payment due 7 days from completion

Subtotal \$ 15,225.00
 Credit Card Fee 3% \$ 456.75
Total \$ 15,681.75

Walls/Ceilings

- We are happy to move Furniture, TV's, window blinds and other items, but are not at fault if items are damaged during the process
- We cannot guarantee the effective reinstall of TV's, blinds, etc (improper initial installation, age, etc)
- We protect floors, cabinets and misc items with plastic and canvas if needed
- We use low tack painters tape. Any damage caused to trim, wall and other client's items are not the responsibility of NSPRC
- Minor defects in the walls and ceilings are patched and sanded
- We warranty all patching for 7 days from completion of the specific repair - we cannot stop houses from moving and causing the cracks to reappear
- We patch all nail and screw holes unless a nail/screw remains in the wall at the time of painting
- Unless otherwise specified, a durable Matte finish will be used on the walls and flat white on the ceilings
- We will utilize a combination of brush, roll and spray methods to apply coatings
- Unless otherwise specified, 2 topcoats will be applied to your walls and 1 coat to the ceilings
- If a 3rd coat is needed because of shine/dramatic color change +35%
- If the client chooses to not paint walls after painting ceilings we will mask and/or plastic walls but it is a certainty that the walls will be affected by the process - necessitating repainting entire walls

Cabinets/Trim

- On average: kitchen cabinets 5-7 working days - Main Floor Trim 2-3 weeks - varies based on complexity and scope
- Cabinets must be fully emptied prior to the start of your project. We will remove items for \$90/hr.
- We will move standard refrigerators, but are not responsible for floor damage or water leaks from water lines that occurs during the process
- We will move standard washers and dryers out just far enough to paint around. There may be areas we cannot effectively paint behind or around washers and dryers. We do not disconnect wires, vents or water lines.
- We do not move stoves from their place of installation
- **Low tack painters tape and paper will be used to protect all floors, trim and cabinets. Damage to these surfaces from low tack painters tape is a sign of a failed finish and is not the liability of NSPRC.**
- All alterations to the kitchen must be made prior to the start of the project - especially changing of hardware (pulls and hinges, countertops)
- Prep process: Wood will be sanded, vacuumed and dust will be removed with microfiber cloths
- Nail holes will be filled if needed. Cracks between walls and cabinets will be caulked.
- We do not caulk the floating panels on cabinet doors-they are meant to move seasonally with temps and humidity and house shifting
- Oak grain will be minimized by our processes, but not completely leveled and removed and will resemble sample cabinet door/images shown to client
- We can either paint your walls after the cabinets and trim enameling process or leave the overspray on the walls (client to paint the walls themselves).
- Cabinets and trim will be primed once and topcoated twice with enamel unless otherwise noted
- We will utilize a combination of hand-finishing, spray-finishing and roller application methods to apply coatings to your home
- Unless specified, no cabinet interiors will be painted.
- Cabinet doors may need to be adjusted by a carpenter/cabinet maker after completion - we can refer you to a handyman/carpenter (cost based on the handyman/carpenter)

General Notes

- Supply Chain Interruptions: We use will equivalent quality coatings, that we have vetted, on your project should a coating be unavailable.
- We will place one crew on your project (1-4 Craftspeople). If key personnel are absent we may pause your project.
- Garbage disposal is the responsibility of the client. NSPRC will dispose of job site garbage for \$100
- All work requested to be performed by client after start of project (not estimated) will be charged at \$90/hr per person + materials (Time & Materials) or approved change orders.
- It is the responsibility of the client to safeguard their gas and electric appliances/utilities while work is occurring (i.e. water heater, furnace)
- Color: we can connect you with one of our interior designers. Cost for a formal color consult varies based on designers
- In order to determine whether a surface has been properly painted it shall be examined without magnification at a distance of 4 feet or more under normal finished lighting conditions (no use of handheld light source) and from a normal viewing position.

Our Promise To You:

We Help w Color - We Clean - We Move Furniture - We Communicate

I have read, understand and agree to this information: _____

Name

Sign

Date



NICK SLAVIK

Painting & Restoration Co.

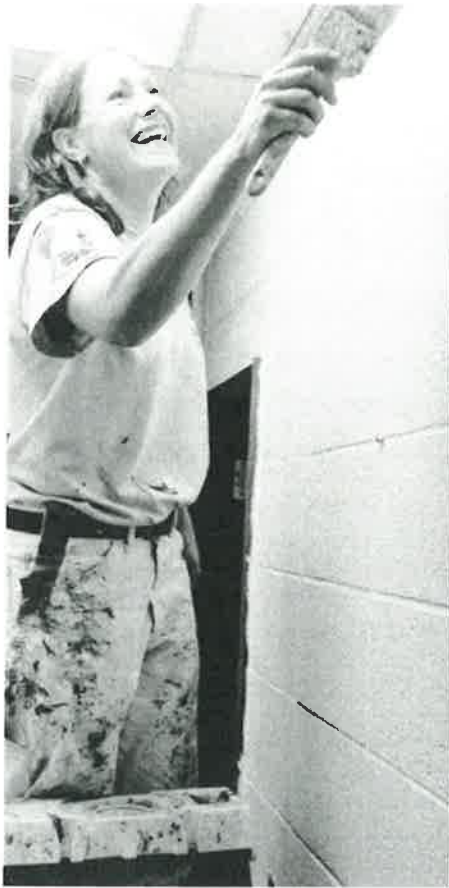
What's Next?





*You'll be contacted by one of our
Client Concierges
people whose sole purpose is to:*

- *Get your project ready*
- *Schedule your project*
- *Answer any questions you may have during the process*
- *Ensure work is performed to our standards*



The Process:

1. Inform the Estimator via email that you'd like your project in our **Queue**.
2. Get your project ready w/ our Client Concierges
3. Tell us what you want done (scope of work) & specify **timeline**
4. **Choose Colors**
 - a. If you know which colors you'd like, send them to us!
 - b. We're willing to suggest colors through email at no charge
 - c. If you need a formal color consult we can connect you with one of our trusted designers!
5. **During your project:**
 - a. Our Painters/Craftspeople on site will verify what is being done
 - b. Our Client Concierges can answer any **questions** you have!
6. **At the completion of your project:**
 - a. We leave a labeled can of paint
 - b. We clean



Thank You For Your Trust!

Nick Slavik

Proprietor, Master Craftsman, Estimator

nick@nickslavik.com

Andy Hull

Sales Manager - Estimator - Master Craftsman

estimates@nickslavik.com

Ian Srp

Estimator

Quotes@nickslavik.com



**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

VIA EMAIL

March 31, 2023

Shirley Slater-Schulte, Interim City Administrator
City of Arlington
204 Shamrock Drive
Arlington, MN 55307

RE: Pay Request No. 12
Water Treatment Facility Rehabilitation
Arlington, Minnesota
Project No.: 0M2.124705

Dear Ms. Slater-Schulte,

Enclosed is a copy of Pay Request No. 12 from Gridor Constr., Inc. for \$6,365.00. I have reviewed this request and recommend payment to the Contractor. The work reflected on this request represents 74.8 percent of the work to be completed under this contract. Please process this request for payment.

If you have any questions, please do not hesitate to contact me.

Sincerely,

BOLTON & MENK, INC.

Jake R. Pichelmann, P.E.
Principal Environmental Engineer

Enclosure

cc: File

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of Arlington, MN 101 Henderson RD Arlington, MN 56307	PROJECT:	Water Treatment Plant Renovation	APPLICATION NO.:	12
CONTRACTOR:	Gridor Constr., Inc 3990 27th Street SE Buffalo, MN 56313	ENGINEER:	Bolton & Menk, Inc. 12224 Nicolett Avenue Burnsville, MN 56337	PERIOD TO:	03/25/23
CONTACT:	Nate Voegelo	CONTACT:	Jake Pichelmann	PROJECT NO.:	2021-05
				SUBSTANTIAL CONTRACT DATE:	
				FINAL CONTRACT DATE:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract

1.	ORIGINAL CONTRACT SUM		\$1,631,900.00
2.	Net change by Change Orders		\$0.00
3.	CONTRACT SUM TO DATE (Line 1 + Line 2)		\$1,631,900.00
4.	TOTAL COMPLETED & STORED TO DATE		\$1,221,279.82
5.	RETAINAGE:		
	A 5% of Completed to Date	\$739,739.02	
	B 5% of Stored Materials	\$481,543.00	
	Total Retainage	\$61,083.99	
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		\$1,160,216.83
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior payment)		\$1,153,850.83
8.	CURRENT PAYMENT DUE		\$6,365.00
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 9)		\$471,884.17

<u>CHANGE ORDER SUMMARY</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>
Total changes approved in previous months by Owner: COs		
Total approved this month:		
TOTALS:	\$0.00	\$0.00
NET CHANGES by Change Order:		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: 

State of Minnesota
Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public: _____ Commission Expiration _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
ENGINEER: Bolton & Menk, Inc.
By:  \$6,365.00

OWNER'S ACCEPTANCE/ APPROVAL

OWNER: Arlington, MN
By: _____ Date: _____

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)	
			From Previous Application	This Period					
				Percent					Amount
Division 1									
1000.000	Mobilization Insurance & Bonds	\$13,000	\$13,000			\$13,000	100.0%	\$0	
1010.000	Allowances	\$210,000	\$36,595		\$100,400	\$136,995	65.2%	\$73,005	
Subtotal for	Division 1	\$223,000	\$49,595		\$100,400	\$149,995	67.3%	\$73,005	
			\$49,595		check	\$149,995			
Division 2									
2060.000	Demolition of Existing Facilities	\$55,000	\$49,500			\$49,500	90.0%	\$5,500	
2920.000	Turf Restoration	\$3,000				\$0	0.0%	\$3,000	
2080.000	Bypassing	\$4,900	\$3,675			\$3,675	75.0%	\$1,225	
2090.000	Disinfection	\$6,000	\$3,300			\$3,300	* 55.0%	\$2,700	
Subtotal for	Division 2	\$68,900	\$56,475.00		\$0	\$56,475	81.97%	\$12,425	
			check	\$56,475		Check	\$56,475		
Division 3									
3300.000	CIP Concrete	\$5,000	\$5,000			\$5,000	100.0%	\$0	
Subtotal for	Division 3	\$5,000	\$5,000.00		\$0	\$5,000	100.00%	\$0	
			check	\$5,000		Check	\$5,000		
Division 4									
4810.000	Masonry Restoration	\$70,000	\$70,000			\$70,000	100.0%	\$0	
Subtotal for	Division 4	\$70,000	\$70,000.00		\$0	\$70,000	100.00%	\$0	
			check	\$70,000		Check	\$70,000		
Division 5									
5520.000	Handrails and Railings	\$10,000			\$7,107	\$7,107	71.1%	\$2,893	
5521.000	Hatches	\$2,000	\$2,000			\$2,000	100.0%	\$0	
Subtotal for	Division 5	\$12,000	\$2,000.00		\$0	\$7,107	75.89%	\$2,893	
			check	\$2,000		Check	\$9,107		
Division 6									
6100.000	Rough Carpentry	\$2,000	\$2,000			\$2,000	100.0%	\$0	
6200.000	Finish Carpentry	\$2,000	\$1,000			\$1,000	50.0%	\$1,000	

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period						
				Percent						Amount
Subtotal for	Division 6	\$4,000	\$3,000.00		\$0	\$0	\$3,000	75.00%	\$1,000	
		check	\$3,000			Check	\$3,000			
Division 7										
7900.000	Caulking & Sealants	\$5,000	\$5,000				\$5,000	100.0%	\$0	
7901.000	Sheet Metal	\$7,000					\$0	0.0%	\$7,000	
Subtotal for	Division 7	\$12,000	\$5,000.00		\$0	\$0	\$5,000	41.67%	\$7,000	
		check	\$5,000			Check	\$5,000			
Division 8										
8110.000	Doors and Frames	\$38,000	\$7,030			\$29,701	\$36,731	96.7%	\$1,269	
8220.000	FRP Doors and Frames	\$6,000	\$1,500			\$4,000	\$5,500	91.7%	\$500	
8360.000	Windows	\$10,000					\$0	0.0%	\$10,000	
8900.000	Insulated Translucent Panel System	\$10,000				\$6,296	\$6,296	63.0%	\$3,704	
Subtotal for	Division 8	\$64,000	\$8,530.00		\$0	\$39,997	\$48,527	75.82%	\$15,473	
		check	\$8,530			Check	\$48,527			
Division 9										
9900.000	Water Treatment Facility Painting	\$130,000	\$120,900				\$120,900	93.0%	\$9,100	
Subtotal for	Division 9	\$130,000	\$120,900.00		\$0	\$0	\$120,900	93.00%	\$9,100	
		check	\$120,900			Check	\$120,900			
Division 10										
10000.000	Dock Bumpers	\$1,000					\$0	0.0%	\$1,000	
10110.000	Marker Boards	\$1,000					\$0	0.0%	\$1,000	
10400.000	Signage	\$1,000					\$0	0.0%	\$1,000	
Subtotal for	Division 10	\$3,000	\$0.00		\$0	\$0	\$0	0.00%	\$3,000	
		check				Check	\$0			
Division 11										
11220.000	Air Wash Blowers (Positive Displacement)	\$25,000					\$0	0.0%	\$25,000	
11230.000	Water Aeration Equipment	\$65,000	\$35,000			\$30,000	\$65,000	100.0%	\$0	
11240.000	Chemical Feed Systems - Sections 11240 to 11260	\$10,000	\$10,000				\$10,000	100.0%	\$0	

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)	
			From Previous Application	This Period					
				Percent					Amount
11311 000	Submersible Centrifugal Pumps	\$50,000	\$50,000			\$50,000	100.0%	\$0	
Subtotal for	Division 11	\$150,000	\$95,000.00		\$0	\$30,000	83.33%	\$25,000	
		check	\$95,000						
Division 13									
13225 000	Filter Renovation	\$150,000	\$77,352			\$72,648	100.0%	\$0	
Subtotal for	Division 13	\$150,000	\$77,352.00		\$0	\$72,648	100.00%	\$0	
		check	\$77,352			Check \$150,000			
Division 14									
Subtotal for	Division 14	\$0	\$0.00		\$0	\$0	0.00%	\$0	
		check							
Division 15									
15060 000	Process Pipe & Pipe Fittings	\$20,000	\$18,400			\$18,400	92.0%	\$1,600	
15060 001	Misc. Process Pipe & Valves	\$40,000	\$36,000			\$36,000	90.0%	\$4,000	
15100 000	Valves	\$220,000	\$6,600			\$208,406	97.7%	\$4,994	
	HVAC Subcontract					\$0	0.0%	\$0	
15000 000	General Provisions (HVAC)	\$15,000	\$8,100			\$8,100	54.0%	\$6,900	
15540 000	Unit Heaters	\$13,000	\$13,000			\$13,000	100.0%	\$0	
15721 000	MAU	\$30,000				\$0	0.0%	\$30,000	
15821 000	Dehumidifiers	\$23,000				\$0	0.0%	\$23,000	
15870 000	Exhaust Fans	\$11,000	\$5,500			\$5,500	50.0%	\$5,500	
15910 000	Ductwork/Accessories	\$123,000	\$30,750			\$30,750	25.0%	\$92,250	
15950 000	Temp Controls	\$33,000	\$16,500			\$16,500	50.0%	\$16,500	
15990 000	Test and Balance	\$2,000				\$0	0.0%	\$2,000	
15480 000	Compressor System	\$10,000	\$1,015			\$8,985	100.0%	\$0	
Subtotal for	Division 15	\$540,000	\$135,865.00		\$0	\$217,391	65.42%	\$186,744	
		check	\$135,865			Check \$353,256			
Division 16									
16050 000	General Conditions	\$24,000	\$19,920		\$2,500	\$22,420	93.4%	\$1,580	
16050 001	Branch Power M&L	\$8,000	\$6,800		\$1,200	\$8,000	100.0%	\$0	

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period						
				Percent						Amount
16500.000	Lighting and Electric Heaters	\$14,000				\$14,000	\$14,000	100.0%	\$0	
16901.000	Measuring and Control Instruments	660,000	\$26,600		\$3,000		\$29,600	49.3%	\$30,400	
16950.000	Supervisory Controls	\$94,000	\$51,000				\$51,000	54.3%	\$43,000	
Subtotal for	Division 16	\$200,000	\$104,320.00		\$6,700	\$14,000	\$125,020	62.51%	\$74,980	
		check	\$104,320		0.00	Check	\$125,020			
Grand Total		\$1,631,900	\$733,037		\$6,699.82 \$6,699.82	\$481,543	1,221,280	74.84%	\$410,620 1631900	

W.T.P. Arlington, MN

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3390 27th Street SE
Buffalo, MN 55313



Pay Req. No. 12
Period Ending: 3/25/2023

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Grand Totals		\$1,631,900								
1000.000	Mobilization Insurance & Bonds	\$13,000								
1010.000	Allowances	\$210,000	\$100,400		Scott	\$100,400				\$100,400
Subtotal for	Division 1	\$223,000	\$100,400	\$0		\$100,400	\$0	\$0	\$0	\$100,400
Division 2										
2050.000	Demolition of Existing Facilities	\$55,000								
2920.000	Turf Restoration	\$3,000								
2080.000	Bypassing	\$4,900								
Subtotal for	Division 2	\$68,900	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 3										
3550.000	CIP Concrete	\$5,000								
Subtotal for	Division 3	\$5,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 4										
4510.000	Masonry Restoration	\$70,000								
Subtotal for	Division 4	\$70,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 5										
5520.000	Handrails and Railings	\$19,000	\$7,107			\$7,107				\$7,107
5521.000	Hatches	\$2,000								
Subtotal for	Division 5	\$12,000	\$7,107	\$0		\$7,107	\$0	\$0	\$0	\$7,107
Division 6										
6100.000	Rough Carpentry	\$2,000								
6200.000	Finish Carpentry	\$2,000								
Subtotal for	Division 6	\$4,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 7										
7500.000	Caulking & Sealants	\$5,000								
7901.000	Sheet Metal	\$7,000								
Subtotal for	Division 7	\$12,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 8										
8110.000	Doors and Frames	\$38,000	\$29,701		David Hardware	\$29,701				\$29,701
8220.000	FRP Doors and Frames	\$6,000	\$4,000		David Hardware	\$4,000				\$4,000
8350.000	Windows	\$10,000								



Pay Req. No. 12
 Period Ending: 3/25/2023

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
8900 000	Insulated Translucent Panel System	\$10,000	\$0.298			\$0.298				\$0.298
Subtotal for	Division 8	\$64,000	\$39,997	\$0		\$39,997	\$0	\$0	\$0	\$39,997

Division 9										
9900 000	Water Treatment Facility Painting	\$130,000								
Subtotal for	Division 9	\$130,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 10										
10000 000	Dock Bumpers	\$1,000								
10110 000	Marker Boards	\$1,000								
10400 000	Signage	\$1,000								
Subtotal for	Division 10	\$3,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 11										
11220 000	Air Wash Blowers (Positive Displacement)	\$25,000								
11230 000	Water Aeration Equipment	\$65,000	\$30,000			\$30,000				\$30,000
11240 000	Chemical Feed Systems - Sections 11240 to 11260	\$10,000								
11311 000	Submersible Centrifugal Pumps	\$50,000								
Subtotal for	Division 11	\$150,000	\$30,000	\$0		\$30,000	\$0	\$0	\$0	\$30,000

Division 13										
13225 000	Filter Renovation	\$150,000	\$72,648			\$72,648				\$72,648
Subtotal for	Division 13	\$150,000	\$72,648	\$0		\$72,648	\$0	\$0	\$0	\$72,648

Division 14										
Subtotal for	Division 14	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 15										
15060 000	Process Pipe & Pipe Fittings	\$20,000								
15060 001	Misc. Process Pipe & Valves	\$40,000								
15100 000	Valves	\$220,000	\$208,400			\$208,400				\$208,400
	HVAC Subcontract									
15000 000	General Provisions (HVAC)	\$15,000								
15540 000	Unit Heaters	\$13,000								
15721 000	MAU	\$30,000								
15821 000	Dehumidifiers	\$23,000								
15870 000	Exhaust Fans	\$11,000								
15910 000	Ductwork Accessories	\$123,000								
15950 000	Temp Controls	\$33,000								

W.T.P. : Arlington, MN

Stored Materials & Equipment Summary

Girdor Constr., Inc.
5950 27th Street SE
Buffalo, MN 55313



Pay Req. No. 12
Period Ending: 3/25/2023

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total installed to date	Amount Remaining in Storage
15990 000	Test and Balance	\$2,000								
15480 000	Compressor System	\$10,000	\$8,985			\$8,985				\$8,985
Subtotal for	Division 15	\$540,000	\$217,391	\$0		\$217,391	\$0	\$0	\$0	\$217,391

Division 16										
16050 000	General Conditions	\$24,000								
16050 001	Branch Power M&L	\$8,000								
16500 000	Lighting and Electric Heaters	\$14,000	\$14,000			\$14,000				\$14,000
16901 000	Measuring and Control Instruments	\$60,000								
16950 000	Supervisory Controls	\$94,000								
Subtotal for	Division 16	\$200,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Grand Totals **\$1,631,900** **\$467,543.00** **\$0** **\$467,543.00** **\$0.00** **\$0.00** **\$467,543.00**