

CITY COUNCIL MEETING AGENDA APRIL 15, 2024, 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.

- 1. Call Meeting to Order and Pledge of Allegiance
- 2. Roll Call
- 3. Approval of the Agenda
- 4. Citizens Addressing the Council

State your name and address for the record. Please keep comments under 3 minutes. Individuals wishing to speak for more than three 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.

PUBLIC HEARING

- 5. Consideration of Special Assessments for the 2024 Street and Utility Project
- 6. Consideration of Submitted Request to Amend a Grant Contract to the Minnesota Department of Employment and Economic Development for a Grant under the Minnesota Job Creating Fund (MIF) Program for One Year

CONSENT AGENDA

- 7. Approval of Consent Agenda
 - A) Approval of Bills
 - B) April 1, 2024, City Council Meeting Minutes
 - C) Approve contract renewal with CEDA for professional services through December 31, 2024
 - D) Approve Liquor License for Sibley County Agricultural Association for Bingo on May 17, 2024
 - E) Approval to close down 5th Ave SE from Freedom Dr to Elmwood St on Saturday, June 8th, 2024, from 7am to 2pm for an Auction.

NEW BUSINESS

- 8. RESOLUTION 18-2024 A RESOLUTION ADOPTING ASSESSMENTS FOR THE 2024 STREET AND UTILITY PROJECT
- 9. RESOLUTION 19-2024 A RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT FOR THE 2024 STREET AND UTILITY IMPROVEMENT PROJECT
- 10. RESOLUTION 20-2024 A RESOLUTION AUTHORIZING AND AMENDMENT TO THE GRANT CONTRACT BETWEEN CITY OF ARLINGTON AND THE STATE OF MINNESOTA THROUGH DEED FOR THE PROJECT ENTITLED DATA METAL CRAFT, INC.
- 11. RESOLUTION 21-2024 A RESOLUTION APPROVING THE FINAL PLAT OF "PATEL VILLAS SUBDIVISION"

Continued...



OLD BUSINESS

- 12. Sportsman's Park Parcel Split Documentation
- 13. RESOLUTION 22-2024 A RESOLUTION TO TRANSFER CERTAIN REAL PROPERTY TO THE HIGH ISLAND CREEK WATERSHED DISTRICT

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

- 14. March Police Department Reports, Written
- 15. City Attorney Update, Ken Janssen
- 16. City Administrator Update, Jessica Steinke

MISCELLANEOUS BUSINESS

ADJOURNMENT

DATES TO REMEMBER:

May 2, 2024, EDA 5:50pm, Council Chambers

May 2, 2024, Planning and Zoning 7:00pm, Council Chambers

May 6, 2024, Council Meeting 6:30pm, Council Chambers

CITY OF ARLINGTON

*Check Summary Register©

10150 Unposted

	Name	Check Date	Check Amt	10 m
10150 Cash				
Unposted	ARLINGTON AUTO & FARM SUP	4/12/2024	\$294.69	· · · · · · · · · · · · · · · · · · ·
Unposted	AXON ENTERPRISE, INC.	4/12/2024	\$1,914.39	
Unposted	BANYON DATA SYSTEMS	4/12/2024	\$3,005.00	
Unposted	BOLTON & MENK, INC.	4/12/2024	\$64,771.50	19 . 4
Unposted	BOUND TREE MEDICAL, LLC	4/12/2024	\$788.96	
Unposted	CEDA	4/12/2024	\$24,705.00	
Unposted	CINTAS	4/12/2024	\$273.53	
Unposted	CONNOR CAMPBELL	4/12/2024	\$189.61	
Unposted	COORDINATED BUSINESS SYST	4/12/2024	\$417.45	
Unposted	DON BURGESS	4/12/2024	\$29.48	
Unposted	EMERGENCY MEDICAL TRAIN. S	4/12/2024	\$2,900.00	
Unposted	FillMeUp	4/12/2024	\$810.92	
Unposted	GLENN GERADS	4/12/2024	\$123.99	
Unposted	GOPHER STATE ONE CALL	4/12/2024	\$116.10	
Unposted	HERALD JOURNAL	4/12/2024	\$1,849.60	
Unposted	JEREMY OLSON	4/12/2024	\$1,850.00	
Unposted	JERRY'S HOME QUALITY FOODS	4/12/2024	\$112.62	
Unposted	KLEHR GRADING	4/12/2024	\$5,360.00	
Unposted	LEAGUE OF MN CITIES INS. TRU	4/12/2024	\$56,335.00	
Unposted	LINDE GAS & EQUIP	4/12/2024	\$441.70	
Unposted	MATHESON TRI-GAS INC.	4/12/2024	\$132.62	
Unposted	MAVERICK AUTOMOTIVE	4/12/2024	\$1,700.22	
Unposted	MCLEOD COOPERATIVE POWER	4/12/2024	\$22,991.18	
Unposted	MN MUNICIPAL POWER AGENCY	4/12/2024	\$146,327.33	
Unposted	MORRIS ELECTRONICS	4/12/2024	\$1,750.00	
Unposted	PREMIER LOCATING, INC.	4/12/2024	\$2,768.64	
Unposted	RIDGEVIEW-SIBLEY MEDICAL C	4/12/2024	\$37.48	
Unposted	SAFETY & SECURITY CONSULT	4/12/2024	\$7,500.00	
Unposted	SIBLEY COUNTY DAC	4/12/2024	\$470.02	
Unposted	U.S.BANK TRUST NATIONAL ASS	4/12/2024	\$500.00	
Unposted	VOS CONSTRUCTION	4/12/2024	\$45,739.00	
Unposted	XCEL ENERGY	4/12/2024	\$304.42	
Unposted	XCEL ENERGY-NSP	4/12/2024	\$1,243.09	
	,	Total Checks	\$397,753.54	

Fund S	Summary
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,	10150 Cash
101 General Fund	\$79,825.62
201 Fire Fund	\$13,750.37
202 Ambulance Fund	\$4,866.24
203 Community Center Fund	\$4,316.07
204 EDA Loan Programs Fund	\$220.80
207 Cemetery Fund	\$1,923.00
424 2024 Imp. Const. Fund	\$66,344.30
601 Water Fund	\$4,555.00
603 AGI Sewer Fund	\$45,144.92
604 Electric Fund	\$176,807.22
	\$397,753.54

CITY OF ARLINGTON Payments

Payments Batc	h 04-15-24 PAY	\$397,75	53.54			
Refer 16	449 ARLINGTON A	UTO & FARM SUPPL				
Cash Payment Invoice	E 101-43000-485	Gas and Repair Miscella	a MAR- VEHIC	LE PARTS		\$289.00
Cash Payment Invoice	E 201-42280-485	Gas and Repair Miscella	a MAR-VEHIC	LE PARTS		\$5.69
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$294.69
Refer 16	450 AXON ENTERI	PRISE, INC.				
Cash Payment Invoice	E 101-42110-208	Training and Instruction	PD- ANNUAI	TASER CONTRACT		\$1,914.39
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$1,914.39
Refer 16	451 BANYON DATA	A SYSTEMS				
Cash Payment Invoice	E 101-41400-503	Computers/Software/W	e ANNUAL SO	FTWARE SUPPORT		\$1,680.00
Cash Payment Invoice	E 601-49400-503	Computers/Software/We	e ANNUAL SO	FTWARE SUPPORT		\$330.00
Cash Payment Invoice	E 603-49450-503	Computers/Software/We	e ANNUAL SO	FTWARE SUPPORT		\$330.00
Cash Payment Invoice	E 604-49550-503	Computers/Software/W	e ANNUAL SO	FTWARE SUPPORT		\$665.00
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$3,005.00
Refer 16	452 BOLTON & ME	NK, INC.	_			
Cash Payment Invoice	E 424-46350-303	Engineering Fees	FEB- 2024 IN	/P. ENGINEERING & PERI	MITS	\$57,786.50
Cash Payment Invoice	E 424-46350-170	Permits and Licenses	FEB- 2024 IN	/P. ENGINEERING & PERI	MITS	\$6,985.00
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$64,771.50
Refer 16	453 BOUND TREE	MEDICAL, LLC				
Cash Payment Invoice	E 202-42153-217	Other Operating Supplie	MAR- AMB.	SUPPLIES		\$788.96
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$788.96
Refer 16	454 CEDA					
Cash Payment Invoice	E 101-41910-300	Professional Srvs	1st & 2nd Q1	R- P&Z/EDA SERVICES		\$9,720.00
Cash Payment Invoice	E 101-41910-300	Professional Srvs	1st & 2nd QT	R- P&Z/EDA SERVICES		\$10,044.00
Cash Payment Invoice	E 101-46500-300	Professional Srvs	1st & 2nd QT	R- P&Z/EDA SERVICES		\$2,430.00
Cash Payment Invoice	E 101-46500-300	Professional Srvs	1st & 2nd Q1	R- P&Z/EDA SERVICES		\$2,511.00
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$24,705.00
Refer 16	455 CINTAS					
Cash Payment Invoice	E 101-43000-420	Shop Equipment	APRIL- SHO	P AGREEMENTS		\$257.76
Cash Payment Invoice	E 101-43000-210	Operating Supplies	APRIL- SHO	P AGREEMENTS		\$15.77
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$273.53
Refer 16	456 CONNOR CAM	1PBELL				
			-			

CITY OF ARLINGTON Payments

Cash Payment Invoice	E 101-42110-208	Training and Instruction	REIMB- MAR. PD TI	RAINING MILEAGE		\$189.61
Transaction Date	e 4/12/2024		Cash	10150	Total	\$189.61
Refer 16	A57 COORDINATE	D BUSINESS SYSTE				
Cash Payment			MAR- CITY PHONE	DILLO		\$191.71
Invoice	E 101-41400-321	гејернопе	WAR-CITT FRONE	DILLO		φ191./1
Cash Payment	E 101-42110-321	Tolonhono	MAR- CITY PHONE	RILLS		\$141.46
Invoice	E 101-42110-321	гејерноне	WAR-CITT FITONE	DILLO		φ141.40
Cash Payment	E 101-43000-321	Telenhone	MAR- CITY PHONE	BILLS		\$28.09
Invoice	2 101 40000 021	Гоюрноно	WARE OFFI THORE	DILLO		Ψ20.00
Cash Payment	E 202-42153-321	Telephone	MAR- CITY PHONE	BILLS		\$56.19
Invoice						******
Transaction Date	e 4/12/2024		Cash	10150	Total	\$417.45
Refer 16	458 DON BURGES	S				
Cash Payment	E 202-42153-485	Gas and Repair Miscell	a REIMB- MAR. AMB.	MILEAGE		\$29.48
Invoice		•				
Transaction Date	e 4/12/2024		Cash	10150	Total	\$29.48
Refer 16	150 EMERCENCY	MEDICAL TRAIN. SP				
Cash Payment		Training and Instruction	- FD_ EMP COURSE	(A NEW MEMBERS)		\$2,900.00
Invoice	L 201-42200-200	Training and moduction	1 D- LIVIN COONSE	(4 NEW WEWBERS)		Ψ2,900.00
Transaction Date	e 4/12/2024		Cash	10150	Total	\$2,900.00
			Casii	10130	Total	Ψ2,900.00
-	460 FILLMEUP		-			
Cash Payment	E 101-42110-480	Gas & Repair-Police Ca	ar MAR- FUEL			\$286.19
Invoice	E 404 40000 405	0 15 14 1	MAD EUE			4504.70
Cash Payment	E 101-43000-485	Gas and Repair Miscell	a MAR-FUEL			\$524.73
Invoice	- 4/40/0004		Cook	10450	Total	
Transaction Date	e 4/12/2024		Cash	10150	TOLAT	\$810.92
Refer 16	461 GLENN GERA	DS	-			
Cash Payment	E 101-42110-480	Gas & Repair-Police Ca	ar REIMB-PD MILEAG	SE & SUPPLIES		\$100.50
Invoice						
Cash Payment	E 101-42110-480	Gas & Repair-Police Ca	ar REIMB-PD MILEAG	SE & SUPPLIES		\$23.49
Invoice	E 404 44440 440	O# D		NE 0 011DD1 1E0		#0.00
Cash Payment	E 101-41110-110	Other Pay	REIMB- PD MILEAG	SE & SUPPLIES		\$0.00
Invoice	4/40/0004		0 1-	10.150	Total	
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$123.99
Refer 16	462 GOPHER STA	TE ONE CALL	_			
Cash Payment	E 604-49550-637	Service Locations	MAR- LOCATE TICK	KETS		\$116.10
Invoice						
Transaction Date	e 4/12/2024		Cash	10150	Total	\$116.10
Refer 16	463 HERALD JOUR	RNAL	_			
Cash Payment	E 101-41400-351	Legal Notices Publishin	g MAR- PUBLISHING			\$56.00
Invoice						
Cash Payment	E 204-46550-304	Legal Fees	MAR- PUBLISHING			\$220.80
Invoice	= 404 : : :					.
Cash Payment	± 424-46350-351	Legal Notices Publishin	g MAK- PUBLISHING			\$1,572.80
Invoice					T-4-1	
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$1,849.60
Refer 16	464 JEREMY OLSO	ON				

CITY OF ARLINGTON

Payments

Cash Payment Invoice	E 207-49990-300	Professional Srvs	APR. GRA	AVE DIGGING (3 BURIALS	S)	\$400.00
Cash Payment	E 207-49990-300	Professional Srvs	APR. GRA	AVE DIGGING (3 BURIALS	3)	\$600.00
Invoice Cash Payment	E 207-49990-300	Professional Srvs	APR. GRA	AVE DIGGING (3 BURIALS	3)	\$850.00
Invoice Transaction Dat	e 4/12/2024		Cash	10150	Total	\$1,850.00
		15 OUALITY 50000	Casii	10150	Total	φ1,050.00
Refer 16 Cash Payment		IE QUALITY FOODS Reimbursible Expense	- MAR- SHI	PPLIES & SNACKS		\$55.44
Invoice	L 101-41400-733	Tellibuisible Expense	WAIN- OUI	I LILO & SIVACIO		ΨΟΟ.44
Cash Payment Invoice	E 101-41410-430	Miscellaneous	MAR- SU	PPLIES & SNACKS		\$20.74
Cash Payment nvoice	E 101-42110-210	Operating Supplies	MAR- SU	PPLIES & SNACKS		\$36.44
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$112.62
Refer 16	466 KLEHR GRADI	'NG				
Cash Payment Invoice	E 101-43000-486	Snow Removal	MAR. 25th	n SNOW PLOWING & APF	R. GRADING	\$4,900.00
Cash Payment Invoice	E 101-43000-487	Grading Streets/Alleys	MAR. 25th	SNOW PLOWING & APF	R. GRADING	\$460.00
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$5,360.00
Refer 16	467 LEAGUE OF M	IN CITIES INS. TRUS	_			
Cash Payment Invoice	E 101-41400-360	Ins-Fire, Liab., WC	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$30,063.00
Cash Payment Invoice	E 201-42280-360	Ins-Fire, Liab., WC	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$2,997.50
Cash Payment Invoice	E 202-42153-360	Ins-Fire, Liab., WC	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$1,722.50
Cash Payment Invoice	E 203-45000-360	Ins-Fire, Liab., WC	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$4,144.50
Cash Payment Invoice	E 207-49990-360	Ins-Fire, Liab., WC	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$73.00
Cash Payment Invoice	E 601-49400-360	Ins-Fire, Liab., WC	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$3,725.00
Cash Payment Invoice	E 603-49450-360	Ins-Fire, Liab., WC	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$10,040.50
Cash Payment Invoice	E 604-49550-360	Ins-Fire, Liab., WC	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$2,569.00
Cash Payment Invoice	E 202-42153-430	Miscellaneous	1st HALF	PROP.INS PREM & AMB	WC DCTBL	\$1,000.00
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$56,335.00
Refer 16	468 LINDE GAS & I	EQUIP.				
Cash Payment Invoice	E 202-42153-217	Other Operating Suppli	e MAR- AMI	B. OXYGEN		\$441.70
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$441.70
Refer 16	469 MATHESON T	RI-GAS	_			
Cash Payment Invoice	E 101-43000-210	Operating Supplies	MAR- SHO	OP TANK RENTAL		\$132.62
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$132.62
Refer 16	470 MAVERICK AU	ITOMOTIVE				

CITY OF ARLINGTON

Payments

Cash Payment	E 101-42110-480	Gas & Repair-Police Car	r MAR- F	UEL		\$436.10
Invoice Cash Payment	E 101-43000-485	Gas and Repair Miscella	MAR- F	UEL		\$127.01
Invoice Cash Payment	E 201-42280-485	Gas and Repair Miscella	MAR- F	UEL		\$347.18
Invoice Cash Payment Invoice	E 202-42153-485	Gas and Repair Miscella	MAR- F	UEL		\$789.93
Transaction Date	e 4/12/2024		Cash	10150	Total	\$1,700.22
Refer 16	471 MCI FOD COC	PERATIVE POWER A				
Cash Payment Invoice			MAR- E	LEC SERVICE & REFURB. TRNS	FRMR	\$4,717.17
Cash Payment Invoice	E 604-49550-635	Transformers,Wire,Pole	MAR- E	ELEC SERVICE & REFURB. TRNS	FRMR	\$18,274.01
Transaction Date	e 4/12/2024		Cash	10150	Total	\$22,991.18
Refer 16	472 MN MUNI. POI	WER AGENCY	_			
Cash Payment Invoice	E 604-49550-389	Electric Energy Purchas	MAR- E	NERGY		\$146,327.33
Transaction Dat	e 4/12/2024		Cash	10150	Total	\$146,327.33
Refer 16	473 MORRIS ELEC	TRONICS	_			
Cash Payment Invoice	E 101-41400-503	Computers/Software/We	MAR- C	OFFICE & PD CONTRACTS		\$750.00
Cash Payment Invoice	E 101-42110-503	Computers/Software/We	MAR- C	OFFICE & PD CONTRACTS		\$1,000.00
Transaction Date	e 4/12/2024		Cash	10150	Total	\$1,750.00
Refer 16 Cash Payment Invoice	474 <i>PREMIER LOC</i> E 604-49550-637	Service Locations	MAR- E	ELECTRIC LOCATING		\$2,768.64
Transaction Date	e 4/12/2024		Cash	10150	Total	\$2,768.64
Refer 16	475 RIDGEVIEW -	SIBLEY MEDICAL CT				
Cash Payment Invoice	E 202-42153-217	Other Operating Supplie	MAR- A	MB. Rx SUPPLIES		\$37.48
Transaction Date	e 4/12/2024		Cash	10150	Total	\$37.48
Refer 16 Cash Payment Invoice		CURITY CONSULTATI Training and Instruction	NEW F	IREFIGHTER TRAINING (5 MEMB	ERS)	\$7,500.00
Transaction Date	e 4/12/2024		Cash	10150	Total	\$7,500.00
Refer 16	477 SIBLEY COUN	TY DAC				
Cash Payment Invoice	E 101-41940-219		MAR- C	CLEANING & UB STUFFING		\$171.57
Cash Payment Invoice	E 203-45000-300	Professional Srvs	MAR- C	CLEANING & UB STUFFING		\$171.57
Cash Payment Invoice	E 604-49550-218	Office Expense	MAR- C	CLEANING & UB STUFFING		\$126.88
Transaction Date	e 4/12/2024		Cash	10150	Total	\$470.02
Refer 16	478 U.S. BANK TR	UST NATIONAL ASS				
Cash Payment Invoice		Fiscal Agent s Fees	ANNUA	L PAYING AGENT- 2022 WATER	BOND	\$500.00
Transaction Date	e 4/12/2024		Cash	10150	Total	\$500.00

CITY OF ARLINGTON Payments

Refer 16479 VOS CONSTRUCTION				
Cash Payment E 101-42110-401 Repairs/Maint	Buildings PD ROOF RE	EPAIRS & WWTP DO	ORS FINAL	\$11,269.00
nvoice				
Cash Payment E 603-49450-409 Rep/Sup-WW	Facility PD ROOF RE	EPAIRS & WWTP DO	ORS FINAL	\$34,470.00
nvoice				
Transaction Date 4/12/2024	Cash	10150	Total	\$45,739.00
Refer 16480 XCEL ENERGY	<u>-</u>			
Cash Payment E 603-49450-381 Electric & Hean nvoice	at Utilities MAR- GRN IS	SLE LIFT STATION E	LEC BILL	\$304.42
Transaction Date 4/12/2024	Cash	10150	Total	\$304.42
Refer 16481 XCEL ENERGY-NSP	_			
Cash Payment E 604-49550-397 Facility Charge	e MAR- SUBS	TATION FACILITY CH	IARGE	\$1,243.09
nvoice				
Transaction Date 4/12/2024	Cash	10150	Total	\$1,243.09
Fund Summary				
	10150 Cas	sh		
101 General Fund	\$79,825.62	2		
201 Fire Fund	\$13,750.37	7		
202 Ambulance Fund	\$4,866.24	4		
203 Community Center Fund	\$4,316.07	7		
204 EDA Loan Programs Fund	\$220.80)		
207 Cemetery Fund	\$1,923.00)		
424 2024 Imp. Const. Fund	\$66,344.30)		
601 Water Fund	\$4,555.00)		
603 AGI Sewer Fund	\$45,144.92	2		
604 Electric Fund	\$176,807.22	2		
	\$397,753.54	4		
Pre-Written Checks	\$0.00			
Checks to be Generated by the Computer	\$397,753.54			
Total	\$397,753.54			



CITY COUNCIL MEETING MINUTES APRIL 1, 2024, 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.

1. Call Meeting to Order and Pledge of Allegiance-Meeting was called to order at 6:30 pm by Mayor Scharpe. All stood for the Pledge of Allegiance.

2. Roll Call-

Members Present-Mayor Matthew Scharpe, Councilmembers Dave Meyer, John Thomes, Jeff Matz, Curtis Ling

Members Absent- Councilmember Christina Litfin

Staff Present- City Administrator Jessica Steinke, City Attorney Ken Janssen

Guests Present- Kurt Menk of the Arlington Enterprise, Bear Trocke, Carol Mader, Marlene Engelke, Lonna Bradley, Jeanne Bearson

3. Approval of the Agenda-

Steinke commented that item E-Gambling License on the consent agenda was added just prior to the meeting. Matz made a motion to approve the agenda. Thomes seconded the motion. Motion carried with all voting in favor.

4. Citizens Addressing the Council

State your name and address for the record. Please keep comments under 3 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.

Carol Mader commented on the pool. Bear Trocke commented on the pool. Lonna Bradley commented on the loud music from Main Street.

CONSENT AGENDA

- 5. Approval of Consent Agenda
 - A) Approval of Bills
 - B) March 18, 2024, Workshop Meeting Minutes
 - C) March 18, 2024, City Council Meeting Minutes
 - D) Approve the hiring of seasonal staff: Kenny Perschau, Layton Dose and Ryan Weller
 - E) Gambling License for High Island Bottom Feeders/Ducks Unlimited for a Raffle

Thomes made a motion to approve the consent agenda. Ling seconded the motion. Motion carried with all voting in favor.



OLD BUSINESS

There was no old business.

NEW BUSINESS

- 6. 2024 Street and Utility Project Financing, Shannon Sweeny- Sweeney gave an update on the financing for the 2024 Street and Utility Project.
- 7. Resolution 17-2024 Providing For The Competitive Negotiated Sale Of \$7,345,000 General Obligation Improvement & Utility Revenue Bonds Series 2024A

 Thomes made a motion to approve Resolution 17-2024. The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Meyer; and upon poll being taken thereon the following voted in favor thereof: Matz, Ling, Meyer, Thomes; and the following voted against the same: none; and the following abstained from voting: none; and the following were absent: Litfin.
- 8. Sibley East Pool, City Attorney- *Janssen gave an update regarding what, if anything, the city can do regarding the pool. He clarified that the city cannot give a donation to the school for the pool.*
- 9. City Website, City Administrator- Steinke updated the council regarding the current website and that it is coming to the end of its life at the end of this year. Steinke explained the cost difference between various companies that have given quotes. She recommended Munibit. Matz made a motion to approve the recommendation. Thomes seconded the motion. Motion carried with all voting in favor.
- 10. Electrical Pole Replacement (#2)- Steinke stated that this pole has failed and has been on the list to be replaced for the last three years. The cost to replace the pole is \$18,512.00. The pole is by the Four Seasons Park. Meyer made a motion to approve the pole change. Thomes seconded the motion. Motion carried with all voting in favor.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

- 11. MMPA Board Meeting Public Summary, Written Report-Submitted report.
- 12. City Attorney Update, Ken Janssen- Janssen updated the Council that the Wastewater agreement with Green Isle needs to be updated.
- 13. City Administrator Update, Jessica Steinke- Steinke updated the Council that the new police cars were delivered to Guardian to have builds done, closing on EDA land will be on April 8th, still waiting on a second quote for the electronic sign for Main Street, final Plat of Patel Villas. Also, the meeting on the 15th will have a public hearing for Data Metalcraft.

MISCELLANEOUS BUSINESS

Ling asked if Chief Gerads could check into the noise complaint.



ADJOURNMENT

Thomes made a motion to adjourn the meeting at 7:15 pm. voting in favor.	Matz seconded the motion.	Motion carried with all
City Administrator Jessica Steinke	Mayor Matthew Scharpe	

Contract for Professional Services

This contract is made and entered into by Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3), hereafter "CEDA", and the City of Arlington, hereafter "the City", a municipal entity, to define the terms by which CEDA shall provide technical and management expertise services to the City.

- **I.** <u>Agreement scope and purpose.</u> The City hereby retains CEDA to perform to its benefit the services described in paragraph II, to the end of the City more effectively accomplishing:
 - * Prevention and/or combat of community and neighborhood deterioration and revitalization of deteriorated neighborhoods;
 - * Attraction and/or retention of businesses that would not, but for the assistance provided, choose to locate/remain in the area;
 - * The securing of businesses who will be required to provide jobs for unemployed and underemployed residents of the community; and
 - * The expansion of business opportunities for minority entrepreneurs and other entrepreneurs that are viable business opportunities to enhance the well-being of the community and/or for businesses who are unable to obtain financing from conventional sources
- II. <u>Services to be provided by CEDA</u>. CEDA agrees to provide technical and management expertise in the form of staff and materials to the City. Staff's services, and associated materials, will be provided in order to facilitate and support the accomplishment of the City's undertakings to the ends described in the preceding paragraph. CEDA's staff and materials shall be made available toward efforts in planning, zoning, and community development projects as assigned by the city administrator.

III. Obligations of the City.

- A. The City shall reimburse CEDA for staff time provided at the rate of \$51,030 not to exceed annually. This is based on an average of 16 hours per week, eight of which will be in the community.
- B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the City in writing prior to the provision of the materials.
- C. The City shall be responsible to provide payment to CEDA within 30 days of the submission of each invoice provided by CEDA.

IV. Obligations of CEDA.

- A. CEDA is performing services as an independent contractor. Accordingly, the provision of staff by CEDA to provide technical and management expertise to the City under this Agreement neither creates a release of CEDA staff to employment at the City nor makes such staff subject to supervision by the City.
- B. CEDA has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the City or to bind the City in any manner. CEDA will not represent the contrary, either expressly or implicitly, to anyone.
- C. CEDA is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement and shall acquire and maintain necessary insurance related to their efforts under this Agreement, including carrying workers' compensation insurance coverage at all times. CEDA shall supply the City with certification of such coverage.
- D. CEDA shall be responsible to invoice the City for staff time and materials provided under this Agreement on a periodic basis, no less frequently than quarterly.
- V. <u>Period/Termination</u>. The term of this Agreement is through December 31, 2024, commencing May 1, 2024. The Agreement may be terminated earlier in its term upon 30 days' written notice by CEDA to the Authority or by the Authority to CEDA. Upon termination, the Authority shall be liable to pay CEDA for services performed at \$51,030 per year, pro-rated and materials provided under this Agreement prior

to and through the effective date of termination, unless otherwise specifically agreed by the parties in writing.

VI. <u>Construction of Agreement.</u> This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

CITY OF ARLINGTON

By
Its
Date
By
Its
Data

Kan Tigh

COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES

By

Its CEO/President

Date March 14, 2024



Councilmember	introduced the	following r	esolution	and mov	ed for it	ts adoption

RESOLUTION 18-2024

A RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for <u>2024 Street & Utility Improvements</u>, the improvement of:

- W Chandler Street between 411th Avenue to MN TH 5
- W Brooks Street between 8th Avenue to MN TH 5
- W Alden Street between 7 ½ Avenue NW to MN TH 5
- 8th Avenue NW between W Brooks Street and Sibley County Fairgrounds
- 7 ½ Avenue NW between W Main Street and W Brooks Street
- 7th Avenue NW between W Main Street and W Douglas Street
- 6th Avenue NW between W Main Street and W Chandler Street

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ARLINGTON, MINNESOTA:

- 1. Such proposed assessmentⁱ, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
- 2. Such assessment shall be payable in equal annual installments extending over a period of _____ years, the first of the installments to be payable on or before the first Monday in January (year), and shall bear interest at the rate of ____ ii percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, _(year). To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
- 3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must

be made before November 15 or interest will be charged through December 31 of the next succeeding year.

4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor

to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes. VI

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

The foregoing resolution was adopted by the council this 15th day of April 2024

Mayor Matthew Scharpe

City Administrator Jessica Steinke

If the council wishes to include some such language with reference to abutting property on which assessments are

ⁱ If the council has changed the assessment, the phrase "as amended" should be added here.

ⁱⁱ This is a repetition of the language contained in Form 14, Notice of Hearing on Proposed Assessment. If the amount of the assessment or the interest rate adopted here differs from the proposed assessment or interest rate, the owners must be notified by mail. (Minn. Stat. § 429.061, subd. 2.) It does not appear that the statute intends another notice and hearing. From the assessed property owners standpoint there would seem to be little reason for a repeat hearing if the assessment or interest rate were reduced, but there is likely to be property-owner objection if the assessment or the interest rate is increased. How the courts would react to a challenge in either case has not yet been tested. The courts seem likely to be very sympathetic to the owner in cases of increases. Careful initial calculation of the assessment and required interest to be charged should avoid the need for any increases at this stage of the proceedings.

iii Alternatively special assessments may be made payable in equal annual installments including principal and interest, each in the amount annually required to pay the principal over such period with interest at such rate as the council determines, but not to exceed the legal maximum. If this course is followed, prepayments made pursuant to Minn. Stat. § 429.061, subd. 3, must include all installments due to and including December 31 of the year of payment, and the original principal amount reduced only by the amounts of principal included in the installments as computed on an annual amortization basis.

If the council postpones the assessment for a sewer, storm sewer, or water main in the case of properties which are presently undeveloped or need a lateral before they can make use of the water or sewer main which is the subject of the assessment, the council may wish to state its intention in this resolution and refer to Minn. Stat. § 429.051. The provision could similarly reference Minn. Stat. § 429.052 to address postponed assessments on extra-jurisdictional roads which will later be annexed. Such statements would be for the information of future councils as well as present and future owners of the property concerned. No such statement of intention is necessary under the law and there is no provision for making the future assessment a present lien on the property concerned in any way.

postponed, it may include a separate paragraph along the following lines, with subsequent paragraphs being renumbered accordingly: "3. It is hereby declared to be the intention of the council to reimburse itself in the future for the portion of the cost of this improvement paid for from municipal funds by levying additional assessments, on notice and hearing as provided for the assessments herein made, upon any properties abutting on the improvement but not herein assessed for the improvement when changed conditions relating to such properties make such assessment feasible in accordance with Minn. Stat. § 429.051 [or 429.052]." If the future assessment awaits construction of laterals to only nonabutting property, the following language may be used instead (if future assessments involve both abutting and nonabutting property, use this language in addition): "To the extent that this improvement benefits nonabutting properties which may be served by the improvement when one or more later extensions or improvements are made, but which are not herein assessed therefor, it is hereby declared to be the intention of the council, as authorized by Minn. Stat. § 429.051, to reimburse the city by adding the portion of the costs so paid to the assessments levied for any such later extensions or improvements." Where it is feasible to describe specifically the property to which this intention to make future assessments relates, the council may wish to add some such language as this: "This declaration relates to, but is not necessarily limited in its application to, the following property...."

If payment of assessments against unimproved property is to be deferred, the assessment roll and this paragraph will have to make clear the distinction between the schedule of payments for the unimproved and the improved properties and this resolution must specify terms and conditions for the deferment as well as standards and criteria to be applied in administering the deferment policy.

The local improvement code makes two procedures available for taking account of cases where an improvement abuts or traverses unimproved property and collection of a special assessment from such property on the same basis as from improved property served by the improvement would impose a hardship on the owner. These procedures may be outlined as follows:

A. Postponement of assessment for water, sanitary sewer, storm sewer improvement, or extra-jurisdictional roads. (Minn. Stat. §§ 429.051 and 429.052.) If the council utilizes this authority, there is no assessment at all against this property at the time the cost of the project is originally assessed. The city must meet that portion of the cost from other available funds and then levy an assessment later, presumably when the property is platted or improved. When it does so, it must give notice and hearing of the assessment as in any other case of special assessments under local improvement code. There is no lien on the property until the later assessment is made. While there is no provision in these statutes on deferred interest, the interest cost on the bonds attributable to the deferred assessments would seem to be a part of the improvement cost which could be included in calculating the later assessment so long as it (1) does not make the assessment exceed the benefit to the property and (2) does not result in a yield to the city larger than the total cost of the improvement, including all interest paid.

Substantially the same procedure is authorized where property not contiguous to a sewer or water main improvement cannot make use of the improvement until an extension is made to serve it and similar properties. In that case the city may include the proportionate share of the original improvement in the assessment for the extension if notice that such an additional amount is to be assessed is included in the notice and hearing on the assessment for the extension. See Form 6, note 2. This procedure can be used even though the area may not have been included in the notice of hearing on the original improvement.

While this procedure is ordinarily used only in the case of unimproved land, the statute does not restrict its use to those cases. The procedure may be used in any case where the land was not assessed in the first instance.

B. Deferment of payment of assessments against unimproved property for any type of improvement. (Minn. Stat. § 429.061, subd. 2.) Under this statute the assessment is made against unimproved property along with the assessment against improved property but the resolution making the assessment will provide for different installments in the two cases. In the case of improved property, payment of the first installment will be due along with the taxes covered in the first tax rolls completed after the resolution is adopted; however, as provided in the assessment resolution, the first installment on the assessment against unimproved land will not be due until (1) some designated future year, (2) upon platting of the property, or (3) upon the construction of improvements on the property. The last installment must be made payable no later than 30 years after the levy of the original assessment.

When payment is to be deferred against unimproved property, the resolution levying the assessment must specify terms and conditions for the deferment as well as standards and criteria to be applied in administering the deferment policy. Thus the council might provide that if unimproved property is later platted or improved by the construction of substantial buildings as defined in the resolution, payment of the assessment would be spread over a number of years commencing with the next tax levy following construction and ending 30 years from the date of levy of the assessment (assuming the 30-year maximum is to be used; it need not be that long). As an example, if property is neither platted

nor improved within X number of years from the date of assessment, if platted or improved the next year, payment would be spread over (30 - X) annual installments.

When payment of assessments is deferred against unimproved property under Minn. Stat. § 429.061, subd. 2, the city must record with the county recorder a certificate containing the legal description of the affected property and the amount deferred. Presumably, this duty is performed by the city clerk.

With reference to the interest to be charged on deferred installments, the council has three options: (1) it may require interest to be paid annually at the same times as the principal installments of the assessment would have been payable if not deferred; (2) it may add interest for this period to the principal amount of the assessment when it becomes payable; or (3) it may forgive interest to December 31 of the year before the first deferred installment is payable. What the council does in the resolution levying the assessment will depend on such factors as its conception of fairness among owners of improved property, owners of unimproved property, and taxpayers; its interest obligations on the improvement bonds issued to finance the project; and the number of property owners in the two groups. The council may desire to state its policy in a general ordinance establishing a local improvement policy.

Because the second procedure results in creating a lien against all benefited property when the assessment is levied, and establishes at that time a payment schedule that assures collection of the total assessment, it is desirable to use this procedure, added in 1976, rather than the older and more limited one wherever possible. It should be emphasized, however, that neither procedure is mandatory; the council may prefer not to defer assessments or assessment payment in any case. Thus the court has sustained an assessment against nonabutting property for its proportionate share of the cost of a trunk main even though there was at the time of the assessment no lateral which would make the trunk main available to the property concerned. See *In re Appeal by American Oil Company v. City of St. Cloud*, 295 Minn. 428, 206 N.W.2d 31 (1973).

^v Instead of certifying the assessment in installments for all of the years by a single certification, the council may direct the clerk to file all the assessment rolls in his/her office and to certify annually the total amount of principal and interest due the following year. In that case, all collections, except of the installment on the current tax list, are made to the municipal treasurer and only the principal and interest amounts unpaid for the following year are certified when the annual certification is made.

By ordinance the council may authorize the partial prepayment of assessments, in a manner provided by the ordinance, prior to certification of the assessment or the first installment to the county auditor.

vi After adoption of the assessment the clerk is required, unless the council decides on the method mentioned in the previous paragraph, to transmit a certified duplicate to the county auditor which shows these amounts. This saves the annual computation by the city clerk and avoids errors in later years. (The county auditor is entitled to a fee for all administrative expenses incurred by the county for each special assessment certified to him/her for collection. Minn. Stat. § 429.061, subd. 5.)

AGREEMENT FORMS

This Agreement is by and between city of Arington ("Owner") and "October 1" ("Contract	and between City of Arlington ("Owner") and ("Contractor")
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Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
 - Arlington 2024 Street & Utility Improvements

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
 - Street Paving, Sanitary Sewer (Gravity), Sewer and Water Construction, Sidewalk, Curb and Gutter, Street/Road Construction and Repair, Utility and Street Construction, and Water/Wastewater Infrastructure

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Bolton & Menk, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Bolton & Menk, Inc.

ARTICLE 4—CONTRACT TIMES

- 4.01 Time Is of The Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Substantial Completion
 - A. Substantial completion shall be defined as:
 - 1. The date when construction is sufficiently completed so that the owner can occupy or use the improvement for the intended purpose.
 - 2. For streets, highways, and bridges, the date when construction-related traffic devices and ongoing inspections are no longer required.
 - 3. The Contractor acknowledges that ongoing inspections are required until the conditions of all construction permits for this project are met and specifically during the following work activities: excavation, backfilling, underground utilities including water, sanitary, and storm sewer, compaction, aggregate base, paving, and removal of all traffic control signage and erosion control temporary best management practices.
- 4.03 Contract Times: Dates
 - A. The work will be substantially completed on or before September 1, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of Section 00 72 00 "General Conditions" of this Project Manual on or before June 5, 2026.

4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$1,200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. For all awarded Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - D. The Work awarded shall include:
 - 1. Base Bid

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Applications for Payment shall be submitted and processed in accordance with Article 15 of the General Conditions or as modified by the Supplemental Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments during performance of the work on the basis of Contractor's Applications for Payment dated on or about the 25th day of each month of the Work

as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- Prior to Substantial Completion, progress payments will be made in an amount equal to the
 percentage indicated below but, in each case, less the aggregate of payments previously
 made and less such amounts as Owner may withhold, including but not limited to
 liquidated damages, in accordance with the Contract.
 - a. 95% percent of the value of the Work completed (with the balance being retainage).
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Within 60 days of the date of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01. E of the General Conditions, and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment and all final paperwork is completed. Final paperwork is defined as documents required by the contract which may include but are not limited to:
 - 1. Operations Manuals, as built drawings, and submittals required by the contract documents, and
 - 2. Payroll documents for projects with prevailing wage requirements, and
 - 3. IC 134, and
 - 4. Lien Releases, if required.
 - a. Mn Department of Commerce Form 40.5.1.
 - b. http://www.commerce.state.mn.us/UCB/40.5.1.pdf or equal.

6.03 Progress Payment to Subcontractors

- A. For contracts within the State of Minnesota, MN Statute 471.425 Subd. 4a. shall apply. MN Statute 471.425 Subd. 4a. requires:
 - 1. The prime contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor.
 - 2. The prime contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.
 - 3. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor.
 - 4. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action."

6.04 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.05 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.06 Interest

A. All amounts not paid when due will bear interest at the rate of 1.5 percent per month.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings as listed in the table of contents of the project manual (copy of list attached.)
 - 7. Addenda (numbers ____ to ____, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
 - c. Warranty Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons
 or their property to influence their participation in the bidding process or affect the
 execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor na				
	(which is the Effective Date of the Contract).			
OWNER:	CONTRACTOR:			
City of Arlington				
(typed or printed name of organization)	(typed or printed name of organization)			
Ву:	Ву:			
(individual's signature)	(individual's signature)			
Date:	Date:			
(date signed)	(date signed)			
Name: Jessica Steinke	Name:			
(typed or printed)	(typed or printed)			
Title: City Administrator	Title:			
(typed or printed)	(typed or printed)			
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)			
Attest:	Attest:			
(individual's signature)	(individual's signature)			
Title: (typed or printed)	Title:			
(typea or printea)	(typea of printea)			
Address for giving notices:	Address for giving notices:			
204 Shamrock Drive				
Arlington, MN 55307				
Designated Representative:	Designated Representative			
Name:	Name:			
(typed or printed)	(typed or printed)			
Title:	Title:			
(typed or printed)	(typed or printed)			
Address:	Address:			





Councilmember	introduced the	following	resolution	and 1	moved f	or its	ador	stion:
Councillicition	minoduced me	Tonowing	resolution	anu i	movear	OI IIS	auor	mon.

RESOLUTION 19-2024

A RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT FOR THE 2024 STREET & UTILITY IMPROVEMENT PROJECT

WHEREAS, pursuant to an advertisement for bids for <u>2024 Street & Utility Improvements</u>, the improvement of:

- W Chandler Street between 411th Avenue to MN TH 5
- W Brooks Street between 8th Avenue to MN TH 5
- W Alden Street between 7 ½ Avenue NW to MN TH 5
- 8th Avenue NW between W Brooks Street and Sibley County Fairgrounds
- 7 ½ Avenue NW between W Main Street and W Brooks Street
- 7th Avenue NW between W Main Street and W Douglas Street
- 6th Avenue NW between W Main Street and W Chandler Street

Bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Bidder	Bid Amount
Holtmeier Construction, Inc.	\$5,949,554.27
Kuechle Underground, Inc.	\$6,097,019.25
S.M. Hentges & Sons, Inc.	\$6,380,551.50
Wm. Mueller & Sons, Inc.	\$6,429,585.42
GM Contracting, Inc.	\$6,460,295.74
R. L. Larson Excavating, Inc.	\$6,789,912.68
A-1 Excavating, LLC	\$6,796,014.00
Hjerpe Contracting, Inc.	\$6,843,755.75
GMH Asphalt Corporation	\$6,926,381.55
R & R Excavating, Inc.	\$7,487,468.07

AND WHEREAS, it appears that Holtmeier Construction of Mankato is the lowest responsible bidder,

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

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember; and upon poll being taken thereon the following voted in favor thereof:; the following voted against:; the following abstained:; the following were absent:
1. The mayor and city administrator are hereby authorized and directed to enter into the attached contract with Holtmeier Construction of Mankato in the name of the city of Arlington for the 2024 Street & Utility Improvements according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.
2. The city administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
The foregoing resolution was adopted by the city council this 15th day of April 2024.
Mayor Matthew Scharpe
City Administrator Jessica Steinke



Councilmember	introduced the	following	resolution	and m	noved f	for its	adoption:

RESOLUTION 20-2024

RESOLUTION AUTHORIZING AN AMENDMENT TO THE GRANT CONTRACT DATED OCTOBER 18, 2021 BETWEEN CITY OF ARLINGTON AND THE STATE OF MINNESOTA ACTING THROUGH THE DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT FOR THE PROJECT ENTITLED DATAMETALCRAFT, INC.

BE IT RESOLVED, that the <u>City of Arlington (Applicant)</u> acted as the legal sponsor for the project contained in the Minnesota Investment Fund Program for the project entitled <u>Data-Metalcraft</u>, <u>Inc.</u>

BE IT FURTHER RESOLVED, that the <u>City of Arlington (Applicant)</u> has the legal authority to amend the Grant Contract dated October 18, 2021, between the <u>City of Arlington</u> and the State of Minnesota acting through the Department of Employment and Economic Development.

BE IT FURTHER RESOLVED, that the <u>City of Arlington (Applicant)</u> has held a public hearing for the purpose of accepting comments for the purpose to amend the Grant Contract in compliance with the Minnesota Business Subsidy Law to extend the term of the Grant Contract.

BE IT FURTHER RESOLVED, that the <u>City of Arlington</u> (*Applicant*) has held a public hearing for the purpose of accepting comments for the purpose to amend the Loan Agreement between the <u>City of Arlington</u> and Data-Metalcraft, Inc.

BE IT FURTHER RESOLVED, that the City Council of the <u>City of Arlington</u> authorizes to execute an amendment to the Grant Contract dated <u>October 18, 2021</u>, between the <u>City of Arlington</u> and the State of Minnesota acting through the Department of Employment and Economic Development.

BE IT FURTHER RESOLVED, that the City Council of the <u>City of Arlington</u> authorizes to execute an amendment to the Loan Agreement between the <u>City of Arlington</u> and <u>Data-Metalcraft</u>, <u>Inc.</u>

NOW, THEREFORE BE IT RESOLVED that ______(Title of First Authorized Official) and (Second Authorized Official), or their successors in office, are hereby authorized to execute the

amendment thereto, as is necessary to implement the projec (Applicant).	t on behalf of the <u>City of Arlington</u>
The motion for the adoption of the foregoing resolution was and upon poll being taken thereon the following voted in fa against:; the following abstained:; the following	vor thereof:; the following voted
The foregoing resolution was adopted by the City Council of 2024.	of the City of Arlington this 15th day of April,
	Mayor Matthew Scharpe
City Administrator Jessica Steinke	



Commissioner	_introduced the	following	resolution ar	nd moved fo	or its	adoption:
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RESOLUTION NO. 21-2024 RESOLUTION APPROVING THE FINAL PLAT OF "PATEL VILLAS SUBDIVISION"

WHEREAS, Patel Villas has submitted a request for a final plat located Martha P Frenzel Addition; and,

WHEREAS, final drawing for "Patel Villas Subdivision" have been proposed is attached hereto as "Exhibit A"; and,

WHEREAS, the property legally described as Lot 1, Block 1, Martha P. Frenzel Addition identified as Parcel No. 31.0881.000; and,

WHEREAS, the Property Owner is proposing to develop 22 Residential lots at the Martha P Frenzel Addition; and,

WHEREAS the Planning and Zoning Commission held a regular meeting on April 4, 2024 to review the final plat; and,

WHEREAS, the Planning and Zoning Commission discussed the request and established the following facts:

- 1. The final plan conforms to the approved preliminary plan and any/all conditions for approval of the preliminary plan.
- 2. All submission requirements have been satisfied.
- 3. The plan conforms to all applicable requirements of City Code Chapter 31, Section 15, subdivision 16 and 17.
- 4. The final plan has met the City Engineer recommended revisions, see exhibit B.
- 5. The proposed development is not creating public nuisance
- 6. The proposed development is in keeping with the character of the adjacent neighborhood which includes similar uses.

WHEREAS, the Planning and Zoning Commission made a recommendation to City Council to approve the final plat request; and,

WHEREAS, the Subdivision Ordinance provides for review of final plats for simple resubdivisions of property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ARLINGTON THAT: The Arlington City Council approves Resolution 21-2024, the Final Plat for "Patel Villas Subdivision", provided:

- 1. The final plan conforms to the approved preliminary plan and any/all conditions for approval of the preliminary plan.
- 2. All submission requirements have been satisfied.
- 3. The plan conforms to all applicable requirements of City Code Chapter 31, Section 15, subdivision 16 and 17.
- 4. The final plan has met the City Engineer recommended revisions, see exhibit B.
- 5. The proposed development is not creating public nuisance
- 6. The proposed development is in keeping with the character of the adjacent neighborhood which includes similar uses.

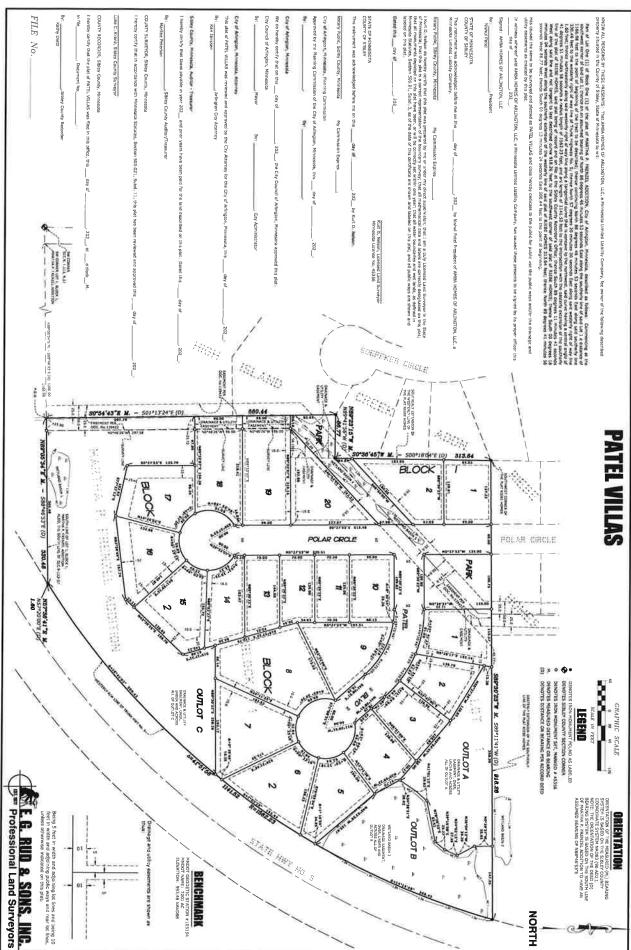
The motion for the adoption	of the foregoing resolution was duly seconded by Commissioner
and upon poll bein	g taken thereon the following voted in favor thereof:
and the following voted againg and the following were absorber absorber absorber and the following were absorber and the follo	nst the same:; and the following abstained from voting:
, and the following were doss	
The foregoing resolution was	s adopted by the Arlington City Council this 15 th day of April, 2024.
Attest:	Mayor
City Adminis	trator



204 SHAMROCK DRIVE ARLINGTON, MN 55307 Phone: 507-964-2378

FINAL PLAT APPLICATION AND CHECKLIST

Name of Development: Patel Villas	
Date of Submittal: 4/3/24	
Street Location of Property: Legal Descri	ription of Property: XX Hwy 5, Arlington MN - PID 31.0881.00
lot -001 blk-001 martha p frenzel	addition 14.86a of lot 1
Is property Abstract X or Torrens	
Note: If legal description is not provided the ap	plication is incomplete.
Final Plat Application Fee = \$165.00 Date Paid	1 12 24 Receipt
Property Owner Amba Homes Arlington LLC	Phone 612-310-1405
Address 9905 Bluff Road	Email_Nishul@hotmail.com
City Eden Prairie	State MN Zip 55347
Signature Signature	
Note: If property owner has not signed the appartment Nishul Patel	plication, the application is incomplete. Phone 612-310-1405
Contact Person Nishul Patel	Phone 612-310-1405
Address 9905 Bluff Road	Email_Nishul@hotmail.com
City_ Eden Prairie	StateMN Zip_ 55347
Signature	



QUIT CLAIM DEED Corporation, Partnership or Limited Liability Compato Corporation, Partnership or Limited Liability Compaton Corporation Corporatio	
DEED TAX DUE: \$ 1.65	
Date:	
of Minnesota, Grantor, hereby conveys and	ty of Arlington, a municipal corporation under the laws quitclaims to High Island Creek Watershed District, Minnesota, Grantee, real property in Sibley County,
See attached Exhibit A	
together with all hereditaments and appurter	nances.
TOTAL CONSIDERATION FOR THIS	TRANSFER IS LESS THAN \$3,000.00.
☐ A well disclosure certificate accompanies th☐ I am familiar with the property described in	know of any wells on the described real property. his document. In this instrument and I certify that the status and number of not changed since the last previously filed well disclosure
	CITY OF ARLINGTON, MINNESOTA
	By Its

STATE OF MINNESOTA)	
COUNTY OF) ss.	
	ged before me on, 2024, by of the City of Arlington,
municipal corporation under the laws	e of the City of Arlington, of Minnesota, on behalf of the municipal corporation.
NOTARIAL STAMP OR SEAL	SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL
	Check here if part or all of the land is Registered (Torrens)
	Tax Statements for real property described in this instrument should be sent to: (include name and address of Grantee)

This Instrument Was Drafted By:

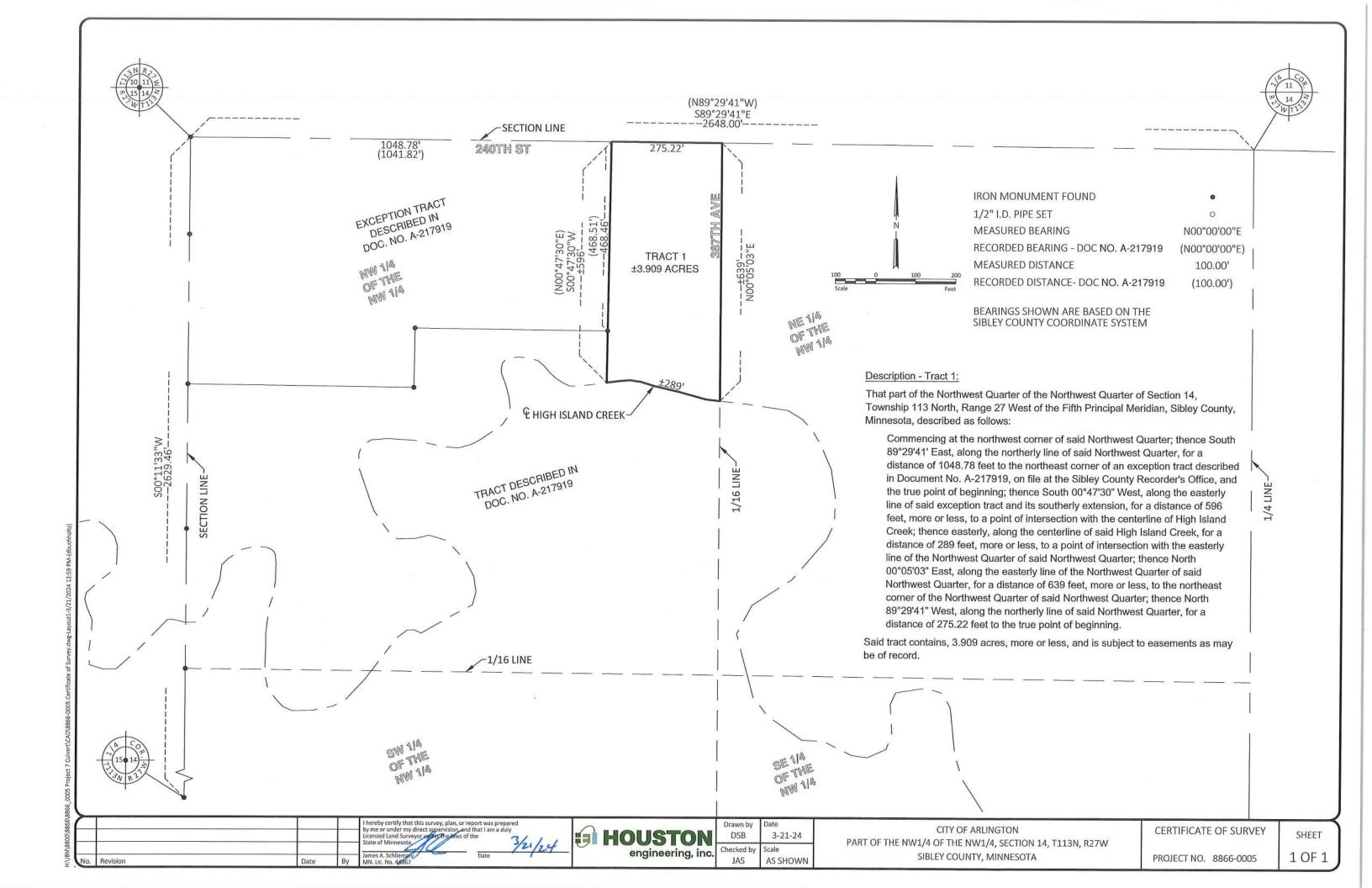
Jacob J. Brekke Gislason & Hunter LLP 2700 South Broadway P. O. Box 458 New Ulm, MN 56073 Phone: 507-354-3111

EXHIBIT A

(Legal Description)

That part of the Northwest Quarter of the Northwest Quarter (NW½ NW½) of Section 14, Township 113 North, Range 27 West of the Fifth Principal Meridian, Sibley County, Minnesota, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 89 degrees 29 minutes 41 seconds East, along the Northerly line of said Northwest Quarter, for a distance of 1048.78 feet to the Northeast corner of an exception tract described in Document No. A-217919 on file at the Sibley County Recorder's Office, and the true point of beginning; thence South 00 degrees 47 minutes 30 seconds West, along the Easterly line of said exception tract and its Southerly extension, for a distance of 596 feet, more or less, to a point of intersection with the centerline of High Island Creek; thence Easterly, along the centerline of said High Island Creek, for a distance of 289 feet, more or less, to a point of intersection with the Easterly line of the Northwest Quarter of said Northwest Quarter; thence North 00 degrees 05 minutes 03 seconds East, along the Easterly line of the Northwest Quarter of said Northwest Quarter, for a distance of 639 feet, more or less, to the Northeast corner of the Northwest Quarter of said Northwest Quarter; thence North 89 degrees 29 minutes 41 seconds West, along the Northerly line of said Northwest Quarter, for a distance of 275.22 feet to the true point of beginning.

Said tract contains 3.909 acres, more or less, and is subject to easements as may be of record.



THE CITY OF ARLINGTON

Councilmember	introduced the following resolution and moved for its adoption:
	RESOLUTION 22-2024
	TO TRANSFER CERTAIN REAL PROPERTY TO THE HIGH ISLAND CREEK WATERSHED DISTRICT
WHEREAS, the High I Minnesota Statutes, Char	sland Creek Watershed District is a watershed district established under pter 103D; and
14, Township 113 Nor	sland Creek Watershed District wishes to acquire a tract of land in Section th, Range 27 West of the Fifth Principal Meridian, Sibley County I in the Quit Claim Deed attached as Exhibit A to this Resolution (the
	sland Creek Watershed District wishes to acquire the Real Property for hing a culvert on Real Property that allows for the proper flowage of shed district.
,	f Arlington does not have a use for the Real Property, nor does the City ses for the upkeep of the Real Property, including the culvert that run
WHEREAS, the City of Watershed District; and	f Arlington wishes to transfer the Real Property to the High Island Creel
Real Property to the Hino/100 (\$1.00), and auth	BE IT RESOLVED , that the City of Arlington agrees to transfer the right Island Creek Watershed District in exchange for One Dollar and norizes Mayor Matthew Scharpe to sign the Quit Claim Deed attached a ution and take any other actions necessary to effectuate the transfer of
thereof:	otion of the foregoing resolution was duly seconded by Councilmember and upon poll being taken thereon the following voted in favor; and the following voted against the same:; and the noting:; and the following were absent:
The foregoing resolution, 2024	was adopted by the City Council of the City of Arlington this day of
	Signed: Mayor Matthew Scharpe
Attest:	··y

City Administrator Jessica Steinke

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

Police

Glenn Gerads, Chief of Police

108 4th Ave. NW, Arlington, MN 55307 Office: (507)964-5200 Fax: (507)964-2737 E-mail: police@arlingtonmn.gov

MARCH 2024 - 323 Recorded ICR's

Traffic Stops Business/Door Checks Agency Assist Park Checks Directed Patrol/Traffic Detail School Patrols Informational Residence Watch Medical Calls Public Relations/School Event Public Assist Civil Matters Warrant/Search Checks/Arrests Animal Calls Suspicious Activity Motorist Assist Alarms 911 Hang-up Vehicle Lockouts Child Protection/Custody Harassment Complaint Apartment Checks Vandalism Ordinance/Parking Violations Driving Complaint Noise Complaint Property Damage Juvenile Trouble/Truancy Found Property Welfare Checks Assault Open Door Theft Adult Protection Traffic Hazard Domestic OEP/HPO Violation	87 87 87 87 65 54 43 32 22 22 21 11 11 11 11 11 11
OFP/HRO Violation Scams	1 1
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Glenn Gerads #301 Chief of Police

Police

Glenn Gerads, Chief of Police

108 4th Ave. NW, Arlington, MN 55307 Office: (507)964-5200 Fax: (507)964-2737 E-mail: police@arlingtonmn.gov

MARCH 2024

3-1-24

- Business Check 100 Block 5th Ave. NW
- Agency/Alarm 400 Block W. Main St. (SO)
- Adult Protection 600 Block Marion Dr.
- Business Check 200 Block Shamrock Dr.
- Business Check 100 Block 1st Ave. N.
- School Patrol 200 Block W. Douglas St.
- Driving Complaint Intersection 4th Ave. NE & E. Main St.
- Traffic Stop Intersection Cty. Rd. 17 & Henderson Rd.
- Traffic Stop Intersection 2nd Ave. NW & W. Brooks St.
- Traffic Stop Intersection 7th Ave. NW & Lynch St.
- Animal Call 600 Block W. Chandler St. (SO)
- Traffic Stop Intersection W. Chandler St. & 411th Ave.
- Directed Patrol 400 Block E. Adams St.
- Traffic Stop Intersection Hwy 5 & W. Elgin St.
- Business Check 500 Block 2nd Ave. NW
- Business Check 23200 Block 401st Ave.
- Business Check 100 Block 1st Ave. N.
- Agency Assist/Traffic Stop Intersection Hwy 5 & 411th Ave.
- Agency Assist/Noise Complaint 200 Block Main Ave., Gaylord
- Business Check 600 Block W. Chandler St.

3-2-24

- Agency Assist/Warrant Check 100 Block Main Ave., Gaylord
- Business Check 800 Block W. Chandler St.
- Residence Watch 300 Block Frenzel Dr.
- Suspicious Activity 200 Block 7th Ave. SW
- Vehicle Lockout 500 Block W. Brooks St.
- Traffic Stop Intersection Cty. Rd. 17 & Circle Ln.
- Directed Patrol/Public Relations 400 Block E. Adams St.
- Business Check 100 Block Shamrock Dr.
- Warrant Arrest/Agency Assist 800 Block W. Main St.
- Business Check 100 Block 1st Ave. N.
- Noise Complaint 300 Block W. Main St.
- Public Assist 800 Block W. Main St.
- Business Check 600 Block W. Chandler St.

3-3-24

- Business Check 800 Block W. Chandler St.
- Directed Patrol 400 Block E. Adams St.

Police

Glenn Gerads, Chief of Police

108 4th Ave. NW, Arlington, MN 55307 Office: (507)964-5200 Fax: (507)964-2737 E-mail: police@arlingtonmn.gov

- Park Check 24200 Block 387th Ave.
- Traffic Stop Intersection Hwy 5 & 230th St. (SO)
- Harassment Complaint 700 Block W. Main St.
- Directed Patrol 400 Block E. Adams St.
- Public Relations 600 Block W. Adams St.
- Traffic Stop Intersection Hwy 5 & W. Baker St.
- Agency Assist/Domestic 600 Block Harvey Dr., Gaylord
- Informational 200 Block Shamrock Dr.
- Business Check 500 Block 2nd Ave. NW
- Business Check 23200 Block 401st Ave.
- Business Check 100 Block 1st Ave. N.
- Residence Watch 300 Block Frenzel Dr.
- Agency Assist/Noise Complaint 300 Block 4th St., Gaylord

3-4-24

- Traffic Stop Intersection Hwy 5 & Cty. Rd. 9 (SO)
- Informational 100 Block 4th Ave. NW

3-5-24

- School Patrol 200 Block W. Douglas St.
- Public Assist 100 Block Shamrock Dr.
- Business Check 500 Block 2nd Ave. NW
- Business Check 1000 Block Circle Dr.
- Business Check 600 Block W. Chandler St.
- Park Check 24200 Block 387th Ave.
- Directed Patrol 400 Block E. Adams St.
- Residence Watch 300 Block Frenzel Dr.
- Park Check 300 Block 1st Ave. S.

3-6-24

- Agency Assist/Warrant Arrest 500 Block 2nd Ave. NW
- Informational 100 Block 4th Ave. NW
- Informational/Med Disposal 100 Block 4th Ave. NW
- Scam 100 Block 4th Ave. NW
- Traffic Stop Intersection W. Douglas St. & Hwy 5
- School Patrol 200 Block W. Douglas St.
- Traffic Stop Intersection Hwy 5 & W. Brooks St.
- Traffic Stop Intersection E. Main St. & 3rd Ave.
- Business Check 500 Block 2nd Ave. NW
- Warrant Arrest/Traffic Stop/Agency Assist Intersection W. Chandler St. & 4th Ave.
- Agency Assist/Traffic Stop Intersection High Ave. & Division St.

Police

Glenn Gerads, Chief of Police

108 4th Ave. NW, Arlington, MN 55307 Office: (507)964-5200 Fax: (507)964-2737 E-mail: police@arlingtonmn.gov

- Traffic Stop Intersection Hwy 5 & 230th St.
- Welfare Check Intersection Adams St. & 1st Ave.
- Traffic Stop Intersection Hwy 5 & 2nd Ave.
- Park Check 400 Block 2nd Ave. NE

3-7-24

- Directed Patrol 400 Block E. Adams St.
- Child Protection 700 Block Chestnut Dr.
- School Patrol 200 Block W. Douglas St.
- Traffic Stop Intersection 2nd Ave. NW & W. Alden St.
- Business Check 200 Block Shamrock Dr.
- Directed Patrol 400 Block E. Adams St.
- Traffic Stop Intersection Hwy 5 & W. Douglas St.
- Traffic Stop Intersection Cty. Rd. 17 & Henderson Rd.
- Traffic Stop Intersection 24500 Block Cty. Rd. 17
- Traffic Stop Intersection Cty. Rd. 17 & Circle Ln.
- Traffic Stop 200 Block 2nd Ave. NW
- Traffic Stop Intersection Hwy 5 & 431st Ave.
- School Patrol/School Event 200 Block W. Douglas St.
- Traffic Stop Intersection 2nd Ave. NW & Hwy 5
- Business Check 100 Block 1st Ave. N.
- Medical Call/Agency Assist 400 Block 7th Ave. NW

3-8-24

- Park Check 24200 Block 387th Ave.
- Traffic Stop Intersection Hwy 5 & 411th Ave. (SO)
- Informational 500 Block 2nd Ave. NW
- Traffic Stop Intersection Cty. Rd. 17 & 250th St.
- School Patrol 200 Block W. Douglas St.
- Business Check 500 Block 2nd Ave. NW
- Traffic Stop Intersection Cty. Rd. 17 & 250th St.
- Traffic Stop Intersection 1st Ave. & Main St.
- Public Assist 600 Block W. Chandler St.
- Agency Assist/Public Assist 400 Block Kar-Mil Pl., Gaylord
- Business Check 23200 Block 401st Ave.
- Business Check 800 Block W. Chandler St.
- Agency Assist/Suspicious Activity Recreation Dr., Gaylord
- Agency Assist/911 Hangup 300 Block 3rd St., Gaylord
- Traffic Stop Intersection Hwy 5 & 411th Ave.
- Park Check 24200 Block 387th Ave.
- Traffic Stop Intersection Hwy 5 & 2nd Ave. NW



Police

Glenn Gerads, Chief of Police

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3-9-24

- Traffic Stop Intersection Hwy 5 & W. Chandler St.
- Vandalism 500 Block E. Elmwood St.
- Business Check 1000 Block Circle Dr.
- Traffic Stop Intersection 4th Ave. & Chandler St.
- Business Check 500 Block 2nd Ave. NW
- Business Check 23100 Block 401st Ave.
- Business Check 200 Block Shamrock Dr.
- Medical Call/Agency Assist 500 Block E. Elmwood St.
- Business Check 23100 Block Hwy 5
- Residence Watch 300 Block E. Clinton St.

3-10-24

- Business Check 100 Block Henderson Rd.
- Business Check 500 Block W. Main St.
- Directed Patrol 400 Block E. Adams St.
- Public Relations 500 Block Circle Ln.
- Public Relations Intersection Hwy 5 & W. Brooks St.
- Traffic Stop Intersection Hwy 5 & W. Chandler St.
- Traffic Stop Intersection Cty. Rd. 17 & 250th St.
- Traffic Stop Intersection Hwy 5& 4th Ave. NW
- Informational 200 Block Shamrock Dr.
- Park Check 300 Block 1st Ave. S.
- Business Check 100 Block 5th Ave. NW

3-11-24

- School Patrol 200 Block W. Douglas St.
- Agency Assist/Trespass 600 Block Main Ave. E., Gaylord
- Traffic Stop Intersection W. Main St. & 1st Ave.
- Business Check 200 Block Shamrock Dr.
- Civil Matter 100 Block 4th Ave. NW
- Business Check 800 Block W. Chandler St.
- Directed Patrol 400 Block E. Adams St.
- Traffic Stop Intersection Hwy 5 & W. Chandler St.
- Business Check 500 Block 2nd Ave. NW
- Business Check 100 Block 1st Ave. N.
- Park Check 24200 Block 387th Ave.
- Business Check 600 Block W. Chandler St.

Glenn Gerads, Chief of Police

108 4th Ave. NW, Arlington, MN 55307 Office: (507)964-5200 Fax: (507)964-2737 E-mail: police@arlingtonmn.gov

3-12-24

- Park Check 300 Block 1st Ave. S.
- Directed Patrol 400 Block E. Adams St.
- Business Check 100 Block W. Main St.
- Traffic Stop Intersection Hwy 5 & 401st Ave.
- Ordinance Violation 500 Block E. Elmwood St.
- School Patrol 200 Block W. Douglas St.
- Traffic Stop Intersection Hwy 5 & W. Main St.
- Traffic Stop Intersection Cty. Rd. 17 & Circle Ln.
- Traffic Stop Intersection Hwy 5 & W. Adams St.
- Public Relations Intersection 4th Ave. SE & E. Elmwood St.
- Traffic Stop Intersection 411th Ave. & W. Main St.
- Public Relations Intersection 3rd Ave. NW & W. Alden St.
- Traffic Stop Intersection Cty. Rd. 17 & Henderson Rd.
- Traffic Stop Intersection Hwy 5 & W. Brooks St.
- Business Check 100 Block 1st Ave. N.

3-13-24

- Suspicious Activity 800 Block 7th Ave. NW
- Business Check 500 Block 2nd Ave. NW
- Traffic Stop Intersection Hwy 5 & 411th Ave.
- Public Assist 400 Block E. Adams St.
- Traffic Stop Intersection Hwy 5 & Marion Dr.
- School Patrol 200 Block W. Douglas St.
- Business Check 800 Block W. Chandler St.
- Park Check 24200 Block 387th Ave.
- Traffic Stop Intersection Hwy 5 & Marion Dr.
- Traffic Stop Intersection Hwy 5 & Marion Dr.
- Traffic Stop Intersection Hwy 5 & 226th St.
- Park Check 300 Block 1st Ave. S.

3-14-24

- Informational 100 Block 4th Ave. NW
- Agency Assist 100 Block 4th Ave. NW
- Informational 100 Block 4th Ave. NW
- Public Assist 100 Block 4th Ave. NW
- Agency Assist 100 Block 4th Ave. NW
- Agency Assist 100 Block 4th Ave. NW
- Vehicle Lockout 300 Block E. Alden St.
- Traffic Stop Intersection 411th Ave. & W. Chandler St.

Police

Glenn Gerads, Chief of Police

108 4th Ave. NW, Arlington, MN 55307 Office: (507)964-5200 Fax: (507)964-2737 E-mail: police@arlingtonmn.gov

- Traffic Stop Intersection Hwy 5 & W. Chandler St.
- Business Check 200 Block Shamrock Dr.
- Traffic Stop Intersection Hwy 5 & Marion Dr.
- Traffic Stop Intersection E. Baker St. & 4th Ave. SE
- Public Relations 500 Block E. Elmwood St.
- Directed Patrol 400 Block E. Adams St.
- Traffic Stop Intersection 411t Ave. & W. Brooks St.
- Traffic Stop Intersection 401st Ave. & Circle Ln.
- Medical Call/Agency Assist 400 Block Main St.
- Business Check 500 Block 2nd Ave. NW
- Open Door/Business Check 600 Block W. Chandler St.
- Park Check 24200 Block 387th Ave.

3-15-24

- Motorist Assist Intersection Hwy 5 & Henderson Rd.
- Animal Call 700 Block W. Brooks St.
- Informational/Med Disposal 100 Block 4th Ave. NW
- Warrant Check 400 Block W. Brooks St. (SO)
- Warrant Arrest 400 Block W. Douglas St. (SO)
- Business Check 500 Block 2nd Ave. NW
- Traffic Stop Intersection Cty. Rd. 17 & Circle Ln.
- Traffic Stop 500 Block W. Main St.
- Directed Patrol 400 Block E. Adams St.
- Business Check 200 Block Shamrock Dr.
- Traffic Hazard Intersection 3rd Ave. & Alden St.
- Traffic Stop 100 Block E. Brooks St.
- Agency Assist/Medical Call 300 Block Court Ave., Gaylord
- Animal Call 700 Block W. Brooks St.
- Medical Call/Agency Assist 400 Block E. Baker St.
- Business Check 500 Block 2nd Ave. NW
- Business Check 100 Block 1st Ave. N.
- Agency Assist/Traffic Stop Main Ave., Gaylord
- Park Check 24200 Block 387th Ave.

3-16-24

- Business Check 300 Block W. Main St.
- Business Check 500 Block 2nd Ave. NW
- Directed Patrol 400 Block E. Adams St.
- Agency Assist/Traffic Stop Intersection 411th Ave. & W. Main St.
- Business Check 800 Block W. Chandler St.
- Traffic Stop Intersection 411th Ave. & W. Main St.

Police

Glenn Gerads, Chief of Police

108 4th Ave. NW, Arlington, MN 55307 Office: (507)964-5200 Fax: (507)964-2737 E-mail: police@arlingtonmn.gov

- Business Check 500 Block 2nd Ave. NW
- OFP Violation 100 Block E. Baker St.
- Park Check 24200 Block 387th Ave.
- Suspicious Activity/Curfew 300 Block 1st Ave. S.
- Residence Watch 300 Block Frenzel Dr.

3-17-24

- Business Check 600 Block W. Chandler St.
- Business Check 500 Block W. Main St.
- Informational 500 Block 2nd Ave. NW
- Business Check 300 Block W. Main St.
- Business Check 500 Block 2nd Ave. NW
- Directed Patrol 400 Block E. Adams St.
- Directed Patrol 100 Block E. Baker St.
- Traffic Stop Intersection Hwy 5 & 230th St.
- Informational 200 Block Shamrock Dr.
- Business Check 100 Block Shamrock Dr.
- Traffic Stop Intersection Hwy 5 & Marion Dr.
- Business Check 500 Block 2nd Ave. NW
- Agency Assist/DUI/Traffic Stop Intersection Sibley Ave. & 5th St., Gaylord
- Traffic Stop Intersection Hwy 5 & W. Adams St. (SO)

3-18-24

- Traffic Stop Intersection 4th Ave. & Baker St.
- Business Check 500 Block 2nd Ave. NW
- School Patrol 200 Block W. Douglas St.
- Traffic Stop Intersection Cty. Rd. 17 & 250th St.
- Traffic Stop Intersection Hwy 5 & 411th Ave.
- Alarm 23100 Block 401st Ave.
- Business Check 1000 Block Circle Dr.
- Business Check 100 Block 1st Ave. N.
- Park Check 24200 Block 387th Ave.
- Traffic Stop Intersection Hwy 5 & 2nd Ave. NW
- Business Check 600 Block W. Chandler St.
- Apartment Checks 100 Block 7th Ave. SW

3-19-24

- Directed Patrol 400 Block E. Adams St.
- Harassment Complaint 200 Block 3rd Ave. NW
- Business Check 500 Block 2nd Ave. NW
- Traffic Stop Intersection 4th Ave. SE & E. Dayton St.

Police

Glenn Gerads, Chief of Police

108 4th Ave. NW, Arlington, MN 55307 Office: (507)964-5200 Fax: (507)964-2737 E-mail: police@arlingtonmn.gov

- Traffic Stop Intersection Hwy 5 & 401st Ave.
- Traffic Stop Intersection Hwy 5 & W. Douglas St.
- Business Check 400 Block 4th Ave. NE
- Domestic/Agency Assist 100 Block 4th Ave. SW
- 911 Hangup 200 Block W. Douglas St.
- Agency Assist/Traffic Stop Intersection Hwy 5 & 411th Ave.
- Residence Watch 300 Block Frenzel Dr.
- Park Check 24200 Block 387th Ave.

3-20-24

- Business Check 600 Block W. Chandler St.
- Medical Call/Agency Assist 800 Block W. Main St.
- Medical Call/Agency Assist 600 Block Marion Dr.
- Juvenile Trouble 500 Block E. Dayton St.

3-21-24

- Civil Matter 500 Block 2nd Ave. NW
- Assault 200 Block 3rd Ave. NW
- Civil Matter 400 Block E. Adams St.

3-22-24

- Alarm 400 Block W. Main St.
- Medical Call/Agency Assist 100 Block 7th Ave. SW
- Business Check 500 Block 2nd Ave. NW
- School Patrol 200 Block W. Douglas St.
- Civil Matter 100 Block Henderson Rd.
- Traffic Stop Intersection 4th Ave. SE & Henderson Rd.
- Agency Assist/Suspicious Activity 400 Block Main Ave., Gaylord
- Theft/Agency Assist 100 Block W. Main St.
- Traffic Stop Intersection Hwy 5 & 411th Ave.
- Child Protection 400 Block W. Main St.
- Apartment Checks 700 Block Chestnut Dr.
- Business Check 600 Block W. Chandler St.
- Traffic Stop 100 Block 5th Ave. NW (SO)

3-23-24

- Park Check 24200 Block 387th Ave.
- 911 Hangup 200 Block W. Main St.
- Traffic Stop Intersection 4th Ave. & Brooks St.
- Traffic Stop Intersection Hwy 5 & W. Chandler St.
- Business Check 500 Block 2nd Ave. NW

Police

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- Traffic Stop Intersection W. Brooks St. & Hwy 5
- Business Check 800 Block W. Chandler St.
- Business Check 300 Block W. Main St.
- Traffic Stop Intersection W. Brooks St. & 7th Ave. NW
- Traffic Stop Intersection Hwy 5 & W. Brooks St.
- Traffic Stop Intersection Shamrock Dr. & Marion Dr.
- Business Check 23100 Block 401st Ave.

3-24-24

- Business Check 1000 Block Circle Dr.
- Directed Patrol 400 Block E. Adams St.
- Business Check 500 Block 2nd Ave. NW
- Business Check 200 Block Shamrock Dr.
- Business Check 500 Block 2nd Ave. NW
- Residence Watch 300 Block Frenzel Dr.

3-25-24

- Agency Assist/Theft 100 Block W. Main St.
- Business Check 500 Block 2nd Ave. NW
- Traffic Stop Intersection 4th Ave. SE & E. Baker St.
- Traffic Stop 400 Block W. Main St.
- Traffic Stop Intersection Hwy 5 & W. Chandler St.
- Civil Matter 600 Block W. Main St.
- Business Check 23200 Block 401st Ave.
- Business Check 23100 Block Hwy 5
- Park Check 24200 Block 387th Ave.
- Park Check 300 Block 1st Ave. S.
- Residence Watch 300 Block E. Clinton St.

3-26-24

- Business Check 23100 Block 401st Ave.
- Agency Assist/Medical Call 600 Block W. Chandler St.

3-27-24

- Found Property 800 Block W. Brooks St.
- Motorist Assist Intersection Hwy 5 & 411th Ave. (SO)
- Traffic Stop Intersection Hwy 5 & 411th Ave. (SO)

<u>3-28-24</u>

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3-29-24

- Property Damage 300 Block 1st Ave. S.
- Agency Assist/Noise Complaint 300 Block W. Main St. (SO)

3-30-24

- Traffic Stop Intersection E. Baker St. & 4th Ave. SE
- Traffic Stop Intersection W. Brooks St. & Hwy 5
- Business Check 500 Block 2nd Ave. NW
- Traffic Stop Intersection 411th Ave. & Hwy 5
- Traffic Stop Intersection Hwy 5 & W. Alden St.
- Business Check 23100 Block 401st Ave.
- Traffic Stop Intersection 411th Ave. & W. Chandler St.
- Traffic Stop Intersection 4th Ave. NE & E. Brooks St.
- Business Check 23200 Block 401st Ave.
- Animal Call 700 Block W. Brooks St.
- Motorist Assist Intersection Hwy 5 & 411th Ave. (SO)

3-31-24

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

Glenn Gerads #301 Chief of Police