

***Public Works Committee Meeting Agenda
Monday, December 11, 2023, 5:30 p.m.
Fillmore Conference Room – Thurber Building***

1. Public Works Committee Meeting Agenda, December 11, 2023, at 5:30 p.m.
 - A. Meeting Notes from November 13, 2023
 - B. City Engineer – Craig Britton:
 1. Preliminary & Final Plat for Hilltop IV
 2. Development Agreement for Hilltop IV
 3. Pay Application #5 Griffin Construction
 - C. Public Works Director – Brian Burkholder
 1. Sewer Repair
 2. Snowplow Policy
 3. UV Repair
 4. Street Sweeper Replacement
 - D. Other:
 1. Burr Oak Extension
 2. Mountain Bike Skills Course

Public Works Committee Meeting Notes**November 13, 2023****Members Present:** Councilors Mike Urban and Paul Novotny.**Members Absent:** None.**Others Present:** Brian Burkholder, Beth Carlson, Gavin Carr, Steven and Desiree Schlichter, Shane Fox, Vanessa Hines, and Michele Peterson.**City Engineer – Vanessa Hines:**

- Review of Pay Request #4, recommendation was made to ask for Council approval.
- Members then reviewed the memo regarding the Local Road Improvement Grant Program application. Resolutions were prepared for the Fillmore County Board for their meeting this week, the City Council will review resolutions to approve the application on November 27. Completing the application for the program does not approve the project moving forward. Additional design for the project will be completed, so that an accurate cost of the project can be determined prior to the project being reviewed for possible implementation.

Public Works:

- Sewer Repair: Steven Schlichter reviewed the events of a sewer back-up, which led to staff discovering the need to repair a section of the main. Craig Britton has created a sketch and noted the area in need of repair. Estimates are being prepared and will be brought forward as soon as possible.
- UV Repair: Estimates for the repair had been attained in 2021 and were received at \$65,500. Schlichter reached out for an updated quote and received an amount of \$189,550. The quote also shared that a maintenance policy could be purchased at an additional \$40,000. Schlichter will look at attaining additional quotes from other companies for the repair.
- Snowplow Policy: Members reviewed two different drafts, noting that a combination of the two could be considered. Burkholder will review both policies and provide an amended version for the next meeting.
- Locate Process: Burkholder noted that taking pictures with each locate completed will be implemented. Training for the program will take place this week, the annual cost is \$500 for the program.

Mountain Bike Skills Course – Gavin Carr:

- Carr shared a list of items he felt would be necessary, preferred, and option for a skills course. Specific land areas were discussed, noting concern for terrain, and environment. Members also noted concern for liability, installation and as ongoing maintenance of the area. Carr will submit links and pictures to existing courses. Peterson will reach out to area communities to understand how the existing courses came to be, and get a better understanding of the liability to the City.



City of Chatfield

Thurber Community Center • Chatfield Municipal Building
21 Second Street Southeast • Chatfield, Minnesota 55923 • 507-867-3810
www.ci.chatfield.mn.us

MEMORANDUM

TO: PLANNING & ZONING COMMISSION AND CITY COUNCIL
FROM: LOGAN TJOSSEM, ZONING ADMINISTRATOR AND PLANNER
SUBJECT: HILLTOP ESTATES FOURTH PRELIMINARY AND FINAL PLAT
DATE: 12/4/2023
CC:

Location of Property: The property is located east of the intersection of Hillside Drive SE and Wisdom Lane, south of the Hilltop Lane SE cul-de-sac, along the extension of Wisdom Court SE and is southeast of the Chatfield Elementary School.

Proposed Use: To subdivide six single-family home lots and three blocks with a dedicated public right-of-way extension of Wisdom Court SE.

Land Use- The use as single-family dwellings is consistent with the Land Use Plan as low density residential.

Zoning- The current property is within the R-1 zoning district and residential homes are consistent with the Zoning District as a permitted use.

Total platted area: 3.02 acres

Street Patterns and access- The preliminary plat shows two public streets (Wisdom Court SE and Whitetail Lane SE) both as a 66' R-O-W with 4" drive-over curb and gutter typical street design. A 45 ft. temporary turnaround is planned for the end of Wisdom Court SE until the street is extended for future development.

Sidewalks- Sidewalks will be constructed along the north side of Wisdom Court SE and along the west side of Whitetail Lane SE as shown on the sidewalks/pathway plan in the Hilltop Estates General Development Plan. (See attached plan).

Public Utilities: An 8" sanitary sewermain and an 8" watermain will be extended from Wisdom court to serve the six lots within Hilltop Estates Fourth Addition.

Parkland Dedication: The parkland dedication for six lots is 0.6 acres per Section 111-222 of the Subdivision Code, "plats need .1 acres per residential unit to be dedicated for parks". However, a surplus parkland dedication was made during the Hilltop Estates Subdivision by dedicating parkland, water tower, and booster station acreages and there is a credit for a portion of this requirement. The Parkland Dedication credit is defined in the Hilltop Estates Fourth Development Agreement.

Referral Comments:

1. Chatfield Public Works, comments contained in the DA.
2. City of Chatfield EDA, comments contained in DA.
3. Chatfield City Engineer, comments contained in the DA.

Public Hearing: A public notice was sent into the official paper on November 16th, 2023 for a public hearing to be held on Monday, December 4th, 2023.

Staff Recommendations: Staff is recommending approval of the preliminary and final plat with the following conditions:

- 1) A turn-around must be **coordinated and approved by the City Engineer and Public Works Staff on site and shown on an updated set of plans** for the end of Whitetail Lane SE like that of Wisdom Court SE.
- 2) Sidewalk must be put in as shown on the preliminary plat that is consistent with the sidewalk plan as development occurs. This will be enforced during the building permit process and sidewalks must be constructed prior to the Certificate of Occupancy.
- 3) Adhere to and follow the approved Development Agreement for Hilltop Estates Fourth.

Preliminary Plat Action: The planning commission shall approve, approve with conditions, or disapprove within 30 days after review at a regularly scheduled meeting, and shall within that time period submit a recommendation with written comments to the city council.

Final Plat Action: The city council shall hold a public hearing on the final plat after receiving comments and recommendations from the Planning Commission and all the review agencies. The city council shall, by resolution adopted within 60 days after the public hearing, approve, approve with conditions, or disapprove the final plat.

Attachments:

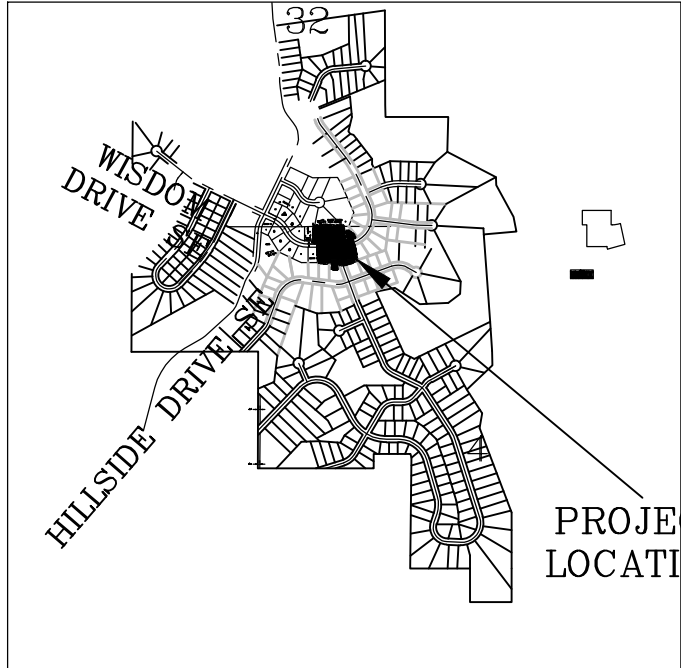
- 1) Hilltop Estates Preliminary Plat
- 2) Hilltop Estates Fourth CP & GP (11/15/2023)
- 3) Sidewalk Pathway Plan for Hilltop Estates
- 4) Hilltop Estates Final Plat

LAND DESCRIPTION:

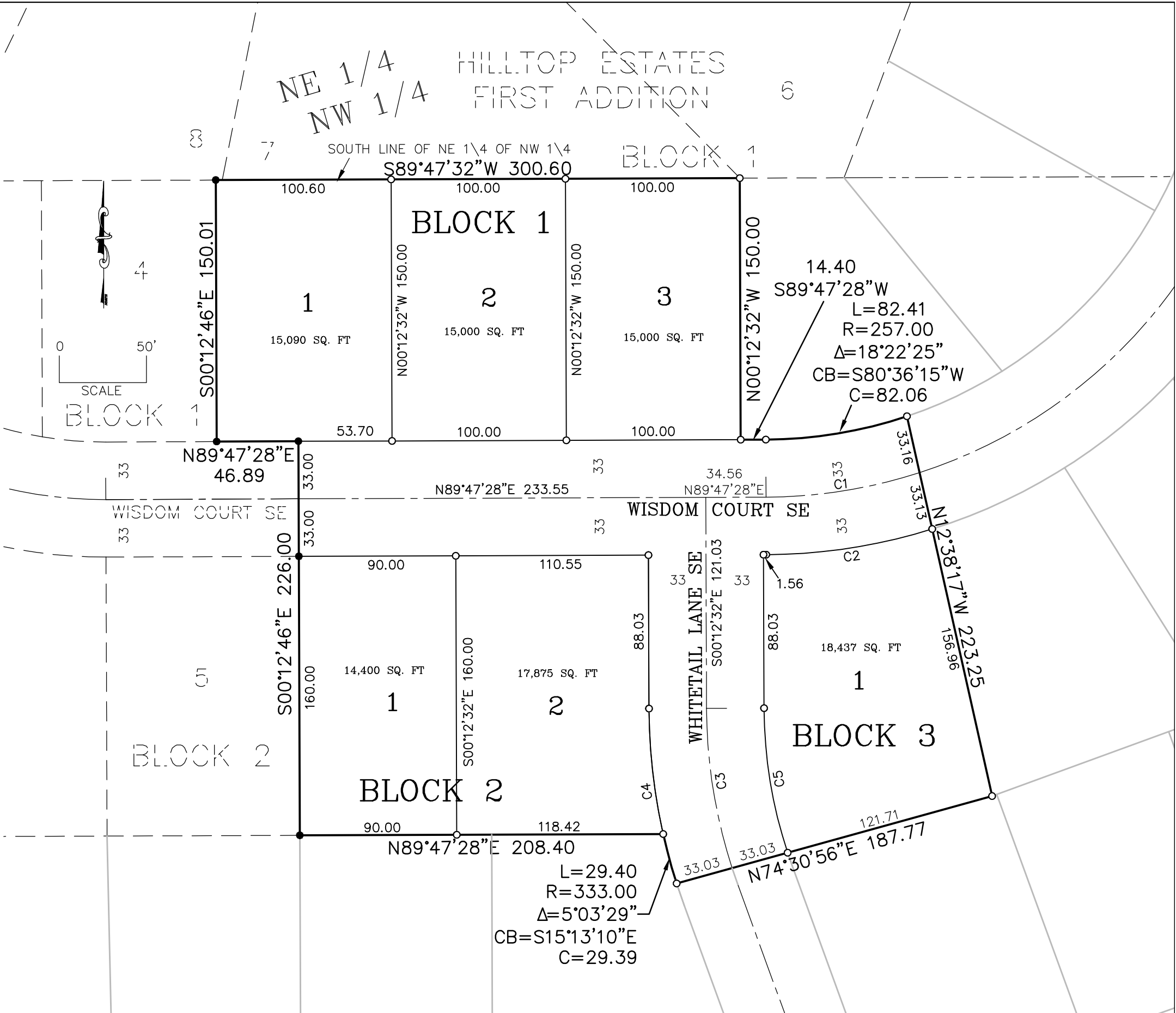
That part of the Southeast Quarter of the Northwest Quarter of Section 4, Township 104 North, Range 11 west, Fillmore County, Minnesota, described as follows:
Beginning at the northeast corner of Lot 4, Block , HILLTOP ESTATES THIRD ADDITION according to the recorded plat thereof on file at the Office of the County Recorder, Fillmore County, Minnesota (the next 3 courses are along the east line of said HILLTOP ESTATES THIRD ADDITION); thence South 00°12'46" East, along the east line of said Lot 4, a distance of 150.01 feet; thence North 89°47'28" East 46.89 feet; thence South 00°12'46" East 226.00 feet; thence North 89°47'28" East 208.40 feet; thence southerly 29.40 feet along a non-tangential curve, concave to the northeast, said curve has a radius of 333.00 feet, a central angle of 05°03'29" and the chord of said curve bears South 15°13'10" East 29.39 feet; thence North 74°30'56" East, not tangent to said curve, 187.77 feet; thence North 12°38'17" West 223.25 feet; thence westerly 82.41 feet along a non-tangential curve, concave to the north, said curve has a radius of 257.00 feet, a central angle of 18°22'25" and the chord of said curve bears South 80°36'15" West 82.06 feet; thence South 89°47'28" West, tangent to said curve, 14.40 feet; thence North 00°12'32" West 150.00 feet to the south line of Block 1, HILLTOP ESTATES FIRST ADDITION, according to the recorded plat thereof on file at the Office of the County Recorder, Fillmore County, Minnesota; thence South 89°47'32" West, along said south line, 300.60 feet to the point of beginning.

Containing 3.02 acres.

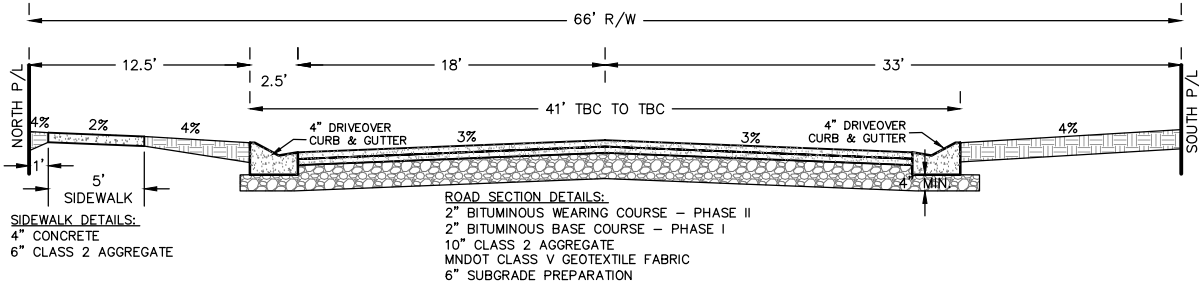
VICINITY MAP



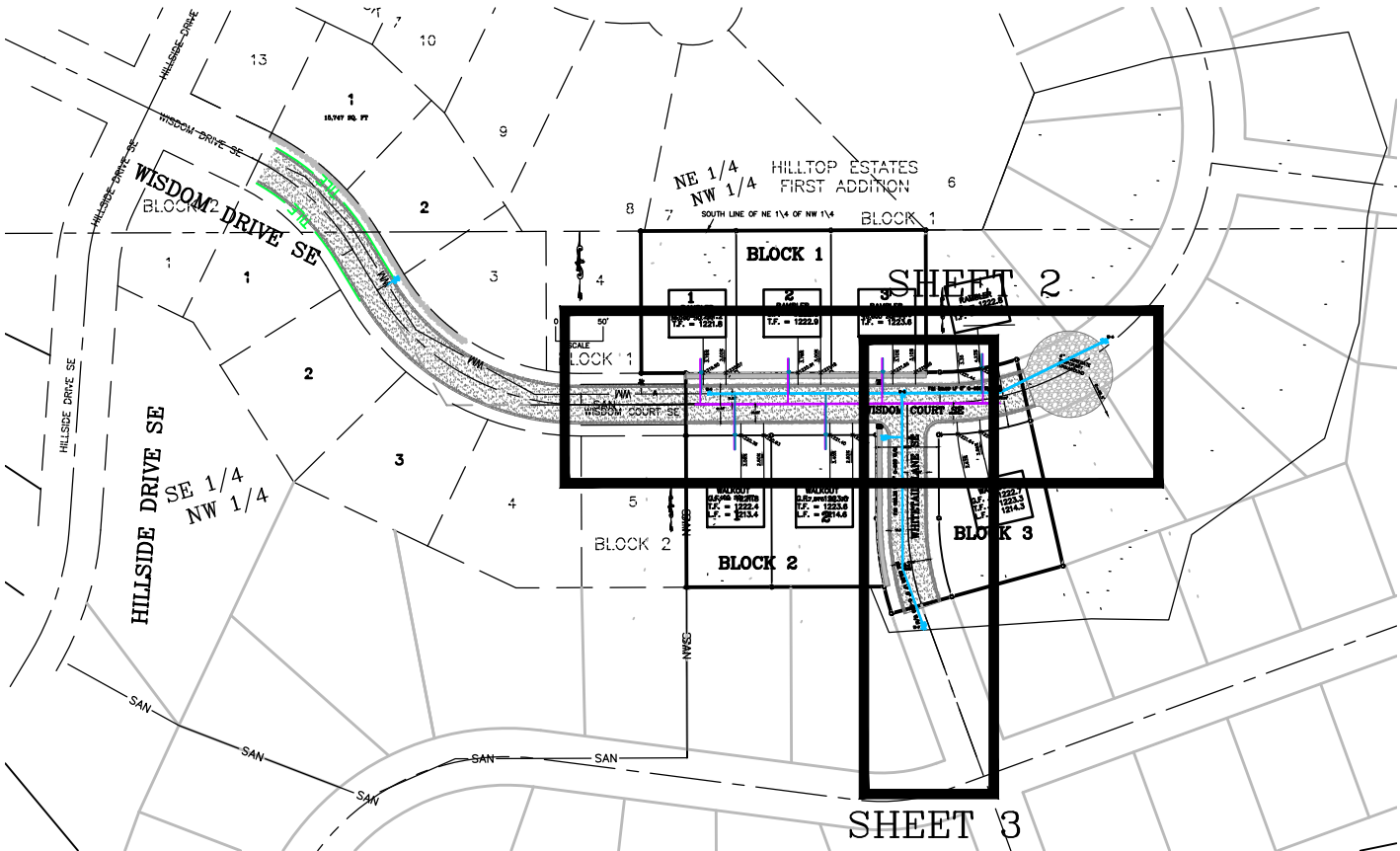
SEC. 4, T. 104 N., R 11 W.
"NOT TO SCALE"



HILLTOP ESTATES FOURTH ADDITION
CONSTRUCTION PLANS



WISDOM DRIVE SE & WHITETAIL LANE SE
D/O LT, D/O RT
TYPICAL SECTION NOT TO SCALE



- CONSTRUCTION NOTES**
- 1) ALL MANHOLES SHALL BE TYPE 3 AND HAVE EXTERNAL WATER SEALS. GREEN REFLECTIVE SANITARY MANHOLE MARKERS SHALL BE INSTALLED AT EACH MANHOLE OUTSIDE OF THE STREET.
 - 2) F&I TRACER WIRE FOR THE WATERMAIN, SANITARY SEWER, AND LATERAL SERVICES.
 - 3) THE BITUMINOUS WEAR COURSE SHALL BE INSTALLED AFTER ONE FREEZE/THAW CYCLE. THE BITUMINOUS WEAR & BASE COURSES SHALL USE TYPE "C" OIL.
 - 4) SANITARY SEWER TESTS REQUIRED: MANDREL, AIR TEST, VACUUM TESTING ON MANHOLES, JETTING (IF NEEDED), TELEWISE. WATERMAIN: PRESSURE TEST, BACTERIA TEST.
 - 5) THE TEMPORARY TURNAROUND SHALL BE A MINIMUM OF 6" OF AGGREGATE BASE, GEOTEXTILE FABRIC IS NOT REQUIRED.
 - 6) CONSTRUCT NEW WATER SERVICES WITH 1" COPPER FROM MAIN LINE TO AND INCLUDING CURB STOP. CONTRACTOR SHALL CONNECT INPLACE WATER SERVICES TO NEW CURB STOP. F&I ALL LABOR & MATERIALS. THIS ITEM IS INCIDENTAL TO WATER SERVICE CONNECTION.
 - 7) THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY.
 - 8) THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE GOPHER STATE ONE CALL 1-800-252-1166
 - 9) THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BE THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.

VICINITY MAP



SEC. 4, T. 104 N., R 11 W.
"NOT TO SCALE"

SHEET INDEX	
SHEET 1	TITLE SHEET, GENERAL NOTES, & VICINITY MAP
SHEET 2	STREET PLAN & PROFILE FOR WISDOM COURT SE
SHEET 3	STREET PLAN & PROFILE FOR WHITETAIL LANE SE
SHEET G1	GRADING & EROSION CONTROL PLAN

PROJECT LOCATION

- GENERAL EROSION CONTROL AND CONSTRUCTION NOTES:**
- 1) PLACE MACHINE SLICED SILT FENCE AS SHOWN ON THE PLANS AND WHERE DIRECTED BY THE ENGINEER, AT TOE OF FILL SLOPES AND MAINTAIN UNTIL TURF HAS BEEN WELL ESTABLISHED. (INSTALLATION OF SILT FENCE MUST TAKE PLACE PRIOR TO DISTURBING THE WATERSHED). INSTALL AND MAINTAIN INLET PROTECTION AT ALL CATCHBASINS AND INLETS LOCATED WITHIN THE PROJECT AND IMMEDIATELY DOWNSTREAM OF THE PROJECT.
 - 2) CONSTRUCT AND MAINTAIN TEMPORARY ROCK CONSTRUCTION ENTRANCE AT ALL CONSTRUCTION ENTRANCES USED DURING CONSTRUCTION TO CONTROL SEDIMENT FROM LEAVING SITE PER ROCHESTER STD. PLATE 7-06, CLOSE OTHER ENTRANCES WITH SILT FENCE.
 - 3) REMOVE ALL TOPSOIL AND ORGANIC MATERIAL. STOCKPILE IN APPROVED LOCATIONS ON-SITE. PROVIDE PERIMETER CONTROL AROUND ALL STOCKPILES. PROVIDE TEMPORARY COVER IF STOCKPILE WILL BE INPLACE MORE THAN 7 DAYS.
 - 4) ALL EXCAVATED MATERIAL SHALL BE PLACED ON SITE AS DIRECTED BY THE ENGINEER OR HAULED TO AN APPROVED LOCATION. ANY TEMPORARY STOCKPILES SHALL HAVE SILT FENCE INSTALLED AROUND THE DOWN SLOPE EDGE TO PREVENT DOWNSTREAM SEDIMENTATION. TEMPORARY COVER SHALL BE ESTABLISHED AFTER 7 DAYS.
 - 5) ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
 - 6) THE CONTRACTOR SHALL ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED IN WRITING.
 - 7) THIS PROJECT DOES REQUIRE AN NPDES PERMIT BASED ON AREA DISTURBED AND DOES REQUIRE A PERMANENT STORM WATER MANAGEMENT SYSTEM/TREATMENT DUE TO THE INCREASE IN IMPERVIOUS SURFACING BEING MORE THAN ONE ACRE. A SWPPP HAS BEEN PREPARED FOR THIS PROJECT AND SHALL BE PART OF THESE PLANS. BEST MANAGEMENT PRACTICES BEYOND WHAT MAY BE SHOWN ON THIS PLAN OR WITHIN THE SWPPP SHOULD BE CONSIDERED IF GRADING CAUSES EROSION NOT CONTAINED BY MEASURES SHOWN ON THIS PLAN.
 - 8) RESPREAD TOPSOIL (4" MIN.), FERTILIZE, SEED, & DISK ANCHOR MULCH ALL DISTURBED AREAS. SOD OR SEED WITH MNDOT MIXTURE 25-131 WITH THE FOLLOWING ADDITIONS.
FERTILIZER SHALL BE 24-12-24 AND BE APPLIED AT A RATE OF 300 LBS/ACRE.
MIXTURE 25-131 SEEDING SHALL BE APPLIED AT A RATE OF 220 LBS/ACRE.
MIXTURE 33-261 SEEDING SHALL BE APPLIED AT A RATE OF 35 LBS/ACRES. (STORMWATER FACILITIES)
MULCH SHALL BE APPLIED AT A RATE OF 2 TONS/ACRE.
*THE SEASON FOR SEEDING SHALL BE FROM APRIL 1ST - JUNE 1ST AND JULY 20TH - SEPTEMBER 20TH, AND AS DORMANT SEEDING AFTER NOV. 1ST. ONLY TEMPORARY SEEDING WILL BE ALLOWED SEPT. 20TH - NOV. 1ST) (REFERENCE MNDOT SEEDING MANUAL FOR ADDITIONAL SEEDING INFORMATION)
 - 9) TEMPORARY SEED WITH MNDOT MIX 22-111 (MAY 1ST THRU AUGUST 1ST) OR MNDOT MIX 22-112 (AUGUST 1ST THRU OCTOBER 1ST) AT A RATE OF 100LB/ACRE. INCLUDING DISK ANCHORED MULCH ON ALL SLOPES GREATER THAN 200' OR 5%.
 - 10) PER CURRENT MPCA REQUIREMENTS. CONCRETE WASHOUTS, WHICH PROHIBIT WASHOUT LIQUID AND SOLID WASTES FROM CONTACTING THE GROUND AND ENTERING THE GROUNDWATER, MAY BE: APPROVED FACILITIES OFFSITE, PORTABLE ONSITE FACILITIES, OR FACILITIES CONSTRUCTED ONSITE. ON SITE CONSTRUCTED FACILITIES SHALL HAVE A LEAK-PROOF, IMPERMEABLE LINER AND FOLLOW THE CONSTRUCTION, MAINTENANCE AND REMOVAL PROCESSES AS RECOMMENDED ON THE MPCA WEBSITE ([HTTP://WWW.PCA.STATE.MN.US/PUBLICATIONS/WQ-STRM2-24.PDF](http://www.pca.state.mn.us/publications/WQ-STRM2-24.PDF)).
 - 11) DITCHES WITHIN 200' OF SURFACE WATER OR PROPERTY LINE STABILIZED IN 24 HOURS AFTER CONNECTION.
 - 12) SLOPES STEEPER THAN 4:1 AND 4:1 SLOPES LONGER THAN 30' ARE SEEDED AND PROTECTED WITH EROSION CONTROL BLANKETS OR SODDED AND STAKED. BLANKET CATEGORY 3N PER MNDOT 3885. SLOPES STEEPER THAN 4:1 ARE STABLE FROM LAND-SLIDING AND SURFACE EROSION.
 - 13) MINIMIZE CONSTRUCTION TRAFFIC OVER UNPAVED AREAS OF THE SITE.
 - 14) FINAL GRADING OF THE INFILTRATION BASINS SHALL BE COMPLETED AFTER MASS GRADING UPSTREAM IS COMPLETE AND STABILIZED.
 - 15) INSTALL A DOUBLE ROW OF SILT FENCE BETWEEN WETLANDS AND THE DISTURBED AREAS.
 - 16) **GOVERNING SPECIFICATIONS** - THE MOST RECENT EDITION OF THE CITY OF ROCHESTER STANDARD DETAILS AND SPECIFICATIONS. THE MOST RECENT EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SUBJECT TO ANY AMENDMENTS. ALONG WITH ANY DESIGN CRITERIA LOCATED WITHIN THE OLMSTED COUNTY ZONING ORDINANCE. UNLESS OTHERWISE SPECIFIED WITHIN THIS PLAN.
 - 17) CONTRACTOR SHALL OBTAIN ALL UTILITY CONNECTION PERMITS FROM THE CITY PUBLIC WORKS DEPARTMENT.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 10/6/2023
REG. NO. 21940

DATE: 10/6/2023
Prepared For:
G-CUBED DEVELOPMENT
14070 HWY 52 SE
CHATFIELD, MN 55923
FILE NO.: 02-008 GP & CP 4TH

G³

G-Cubed

14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg3.co

DESIGNED: BSV
DRAWN: BSV
CHECKED: MRW

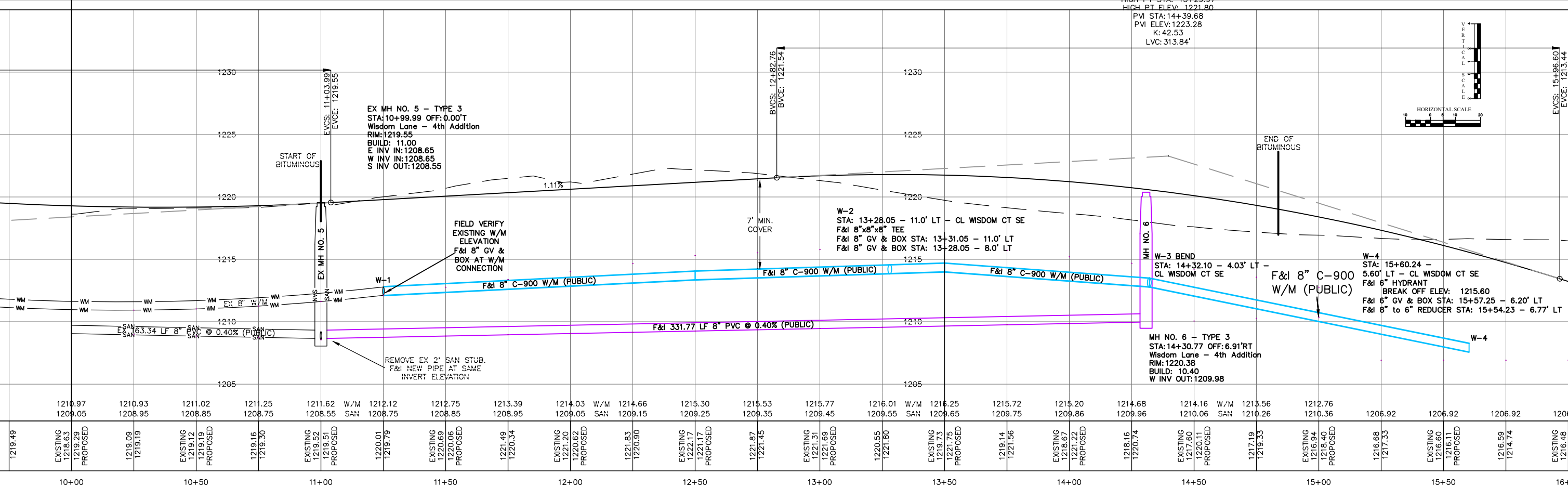
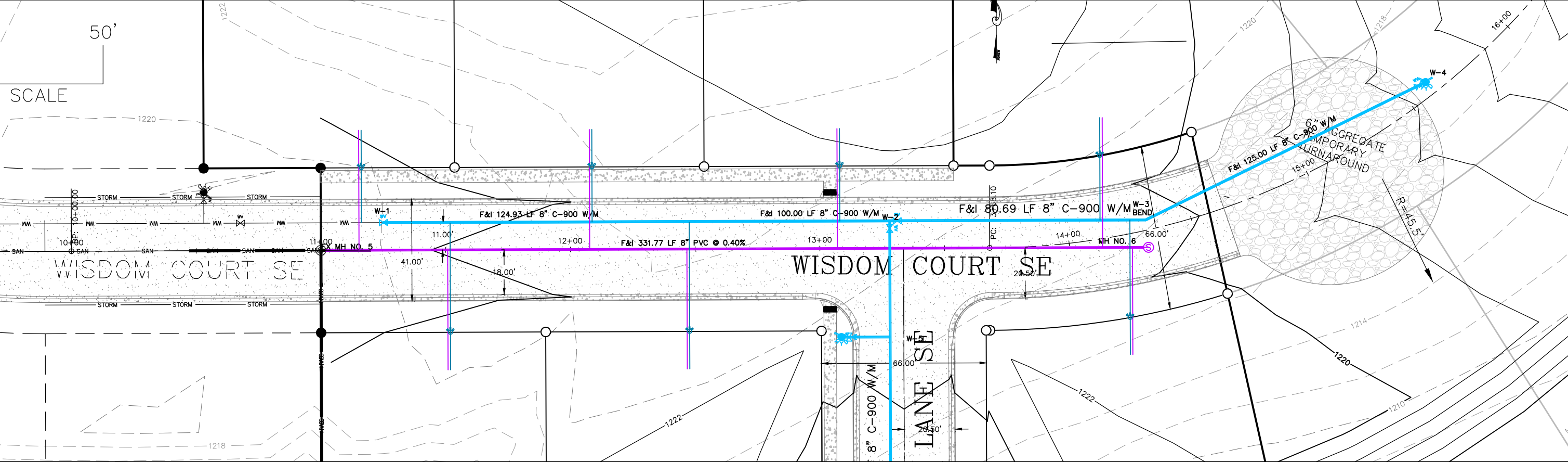
REVISED	BY	DATE
PRELIMINARY	BSV	10/6/23

CITY OF CHATFIELD
FILLMORE COUNTY

BENCHMARK:

HILLTOP ESTATES FOURTH ADDITION
COVER SHEET

SHEET 1
OF 4 SHEETS



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 10/6/2023
Prepared For:
G-CUBED DEVELOPMENT
14070 HWY 52 SE
CHATFIELD, MN 55923

DATE: _____
GEOFFREY G. GRIFFIN
REG. NO. 21940

FILE NO.: 02-008 GP & CP 4TH

G³
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.gcg.to

DESIGNED: BSV
DRAWN: BSV
CHECKED: MRW

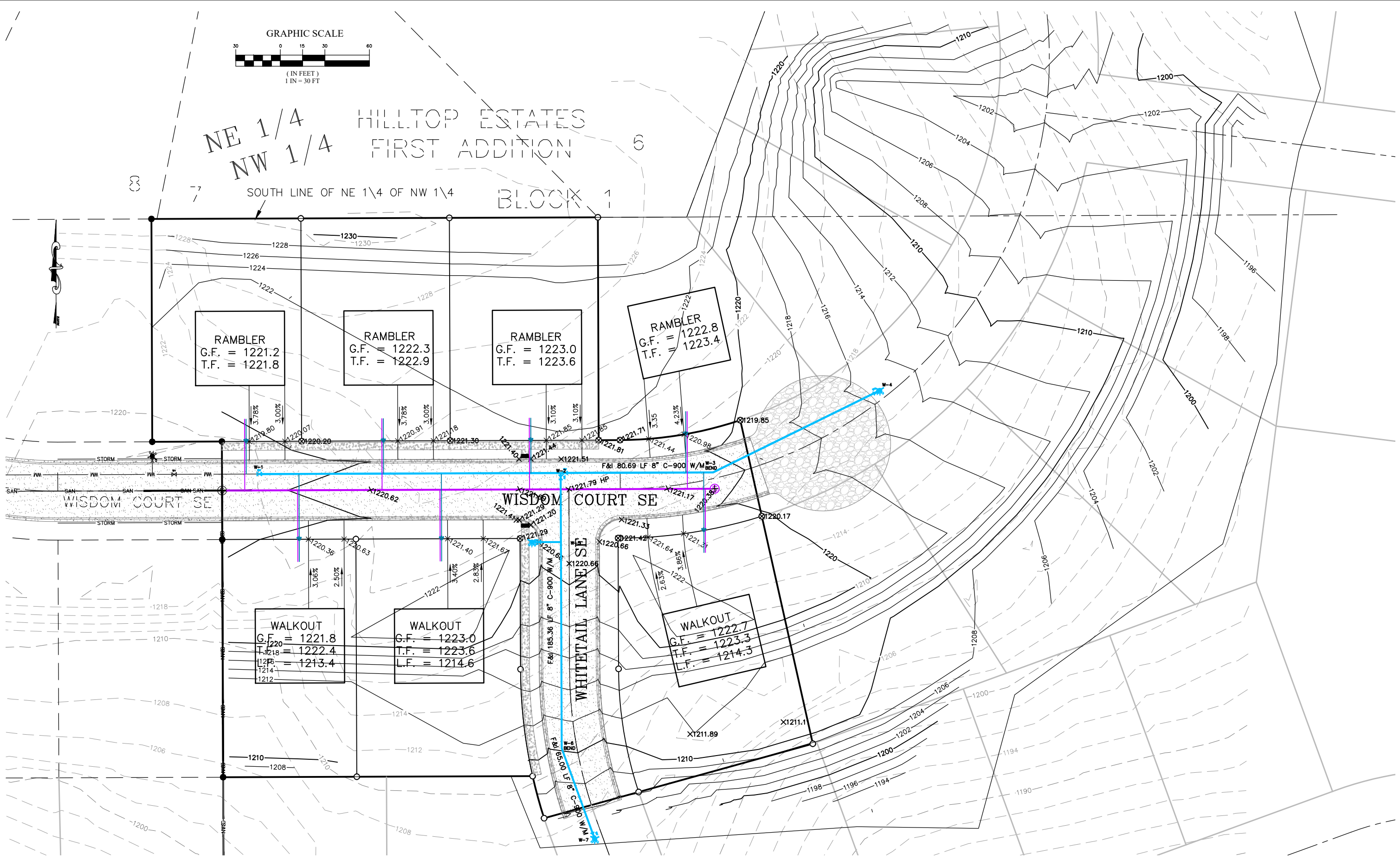
REVISED	BY	DATE
PRELIMINARY	BSV	10/6/23

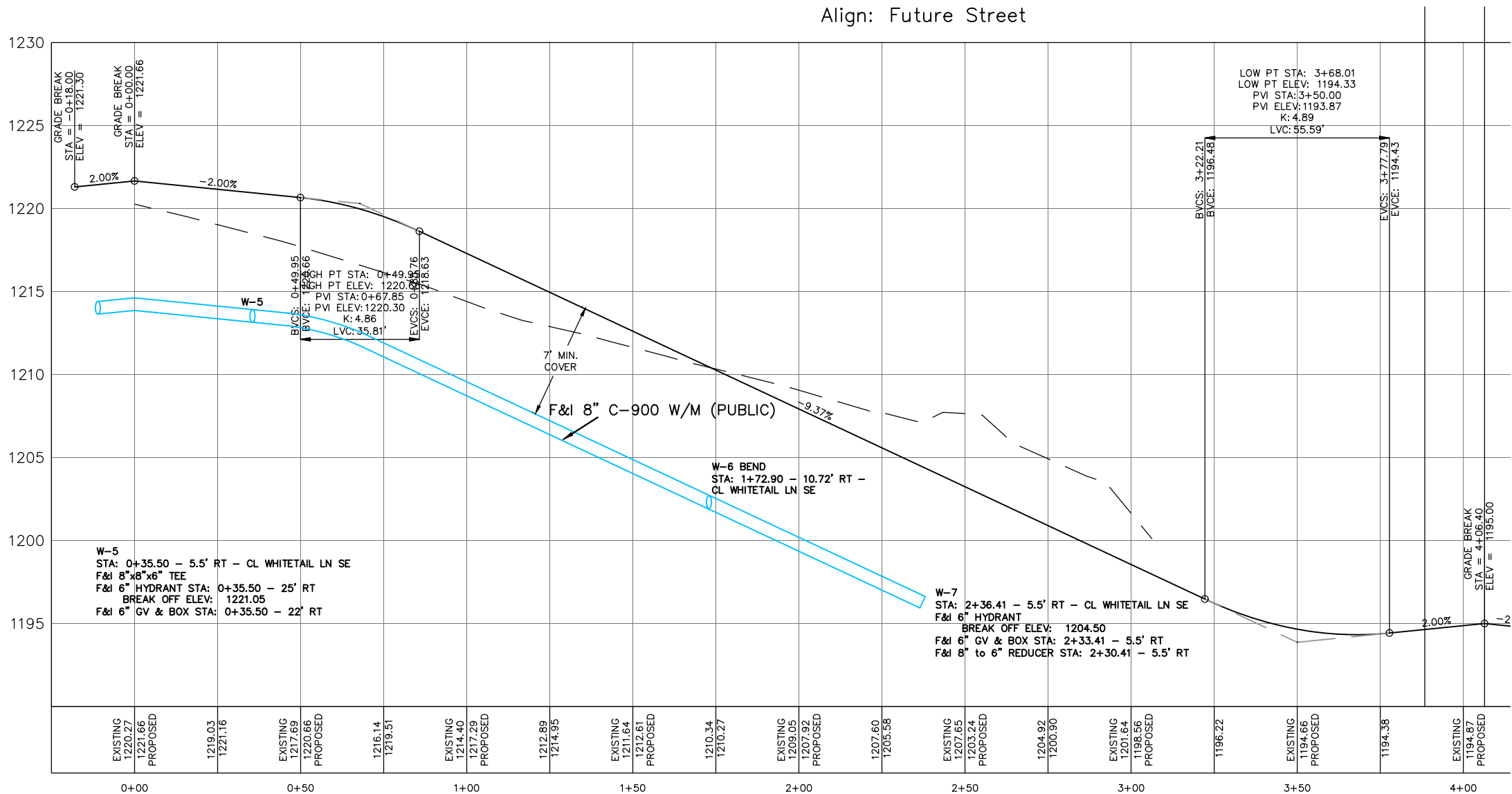
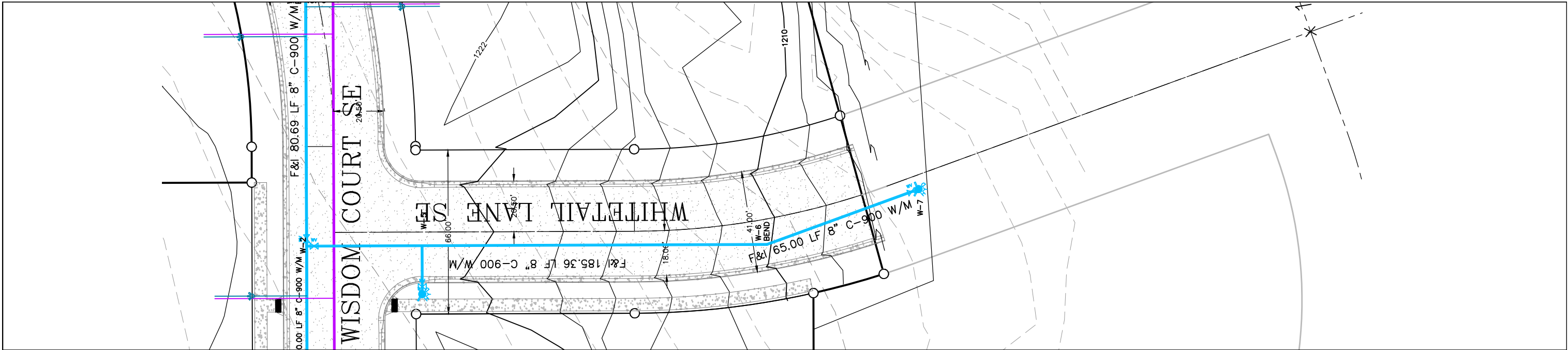
BENCHMARK: _____

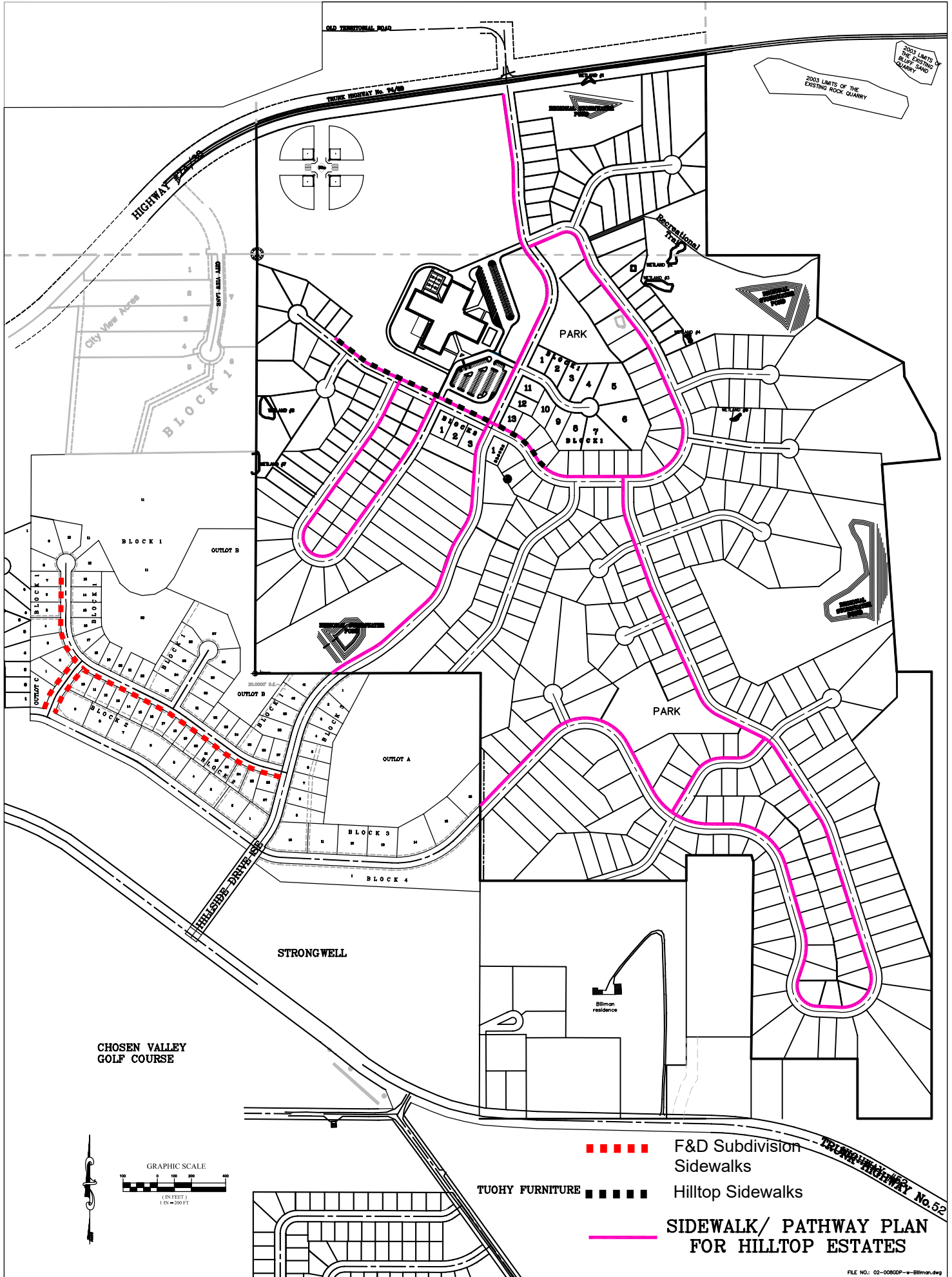
CITY OF CHATFIELD
FILLMORE COUNTY

HILLTOP ESTATES FOURTH ADDITION
PLANS & PROFILE FOR WISDOM COURT SE

SHEET 2
OF 4 SHEETS







SIDEWALK/ PATHWAY PLAN FOR
HILLTOP ESTATES

HILLTOP ESTATES FOURTH ADDITION

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Monica G. Griffin, as Trustee of the Monica G. Griffin Trust, dated March 21, 2011, owner and proprietor of the following described property situated in the City of Chatfield, State of Minnesota, to wit:

That part of the Southeast Quarter of the Northwest Quarter of Section 4, Township 104 North, Range 11 west, Fillmore County, Minnesota, described as follows:
Beginning at the northeast corner of Lot 4, Block , HILLTOP ESTATES THIRD ADDITION according to the recorded plat thereof on file at the Office of the County Recorder, Fillmore County, Minnesota (the next 3 courses are along the east line of said HILLTOP ESTATES THIRD ADDITION); thence South 00°12'46" East, along the east line of said Lot 4, a distance of 150.01 feet; thence North 89°47'28" East 46.89 feet; thence South 00°12'46" East 226.00 feet; thence North 89°47'28" East 208.40 feet; thence southerly 29.40 feet along a non-tangential curve, concave to the northeast, said curve has a radius of 333.00 feet, a central angle of 05°03'29" and the chord of said curve bears South 15°13'10" East 29.39 feet; thence North 74°30'56" East, not tangent to said curve, 187.77 feet; thence North 12°38'17" West 223.25 feet; thence westerly 82.41 feet along a non-tangential curve, concave to the north, said curve has a radius of 257.00 feet, a central angle of 18°22'25" and the chord of said curve bears South 80°36'15" West 82.06 feet; thence South 89°47'28" West, tangent to said curve, 14.40 feet; thence North 00°12'32" West 150.00 feet to the south line of Block 1, HILLTOP ESTATES FIRST ADDITION, according to the recorded plat thereof on file at the Office of the County Recorder, Fillmore County, Minnesota; thence South 89°47'32" West, along said south line, 300.60 feet to the point of begging.

Containing 3.02 acres.

Has caused the same to be surveyed and platted as HILLTOP ESTATES FOURTH ADDITION and do hereby donate and dedicate to the public for the public use forever the public ways, and also dedicating the utility and drainage easements as created by this plat.

In witness whereof said Monica G. Griffin, as Trustee of the Monica G. Griffin Turst, dated March 21, 2011, has caused these presents to be signed this ____ day of _____, 20__

Monica G. Griffin

STATE OF MINNESOTA
COUNTY OF _____
The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Monica G. Griffin, as Trustee of the Monica G. Griffin Trust, dated March 21, 2011.

Notary Public, _____ County, Minnesota
My Commission expires: _____

Printed Name

SURVEYOR'S CERTIFICATE

I Geoffrey G Griffin do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Geoffrey G Griffin, Land Surveyor
Minnesota Registration No. 21940

STATE OF MINNESOTA
COUNTY OF _____
The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20__, by Geoffrey G Griffin, Minnesota Registration No. 21940

Notary Public, _____ County, Minnesota
My commission expires: _____

Printed Name

CITY APPROVAL

State of Minnesota
County of Fillmore
City of Chatfield

We, Russ Smith, Mayor, and Joel Young, City Clerk, in and for the City of Chatfield, do hereby certify that on the ____ day of _____, 20__, the accompanying plat was duly approved by the Common Council of the City of Chatfield. In testimony thereof we have hereunto signed our names and affixed the seal of said City of Chatfield this ____ day of _____, 20__.

Russ Smith, Mayor

Joel Young, City Clerk

FILLMORE COUNTY RECORDER

DOCUMENT NUMBER _____

I hereby certify that this instrument was filed in the Office of the County Recorder for the record on this ____ day of _____, 20__, at ____ o'clock ____M., and was duly recorded in the Fillmore County records.

County Recorder

FILLMORE COUNTY TAX STATEMENTS

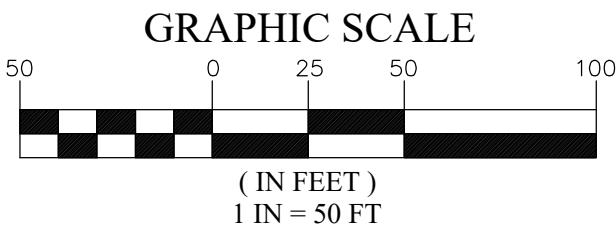
Taxes due and payable in the year 20__ have been paid.

Fillmore County Auditor/Treasurer

Date: _____

UTILITY EASEMENT
AN UNOBSTRUCTED EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF ALL NECESSARY UNDERGROUND OR SURFACE PUBLIC UTILITIES INCLUDING THE RIGHT TO CONDUCT DRAINAGE AND TRIMMING ON SAID EASEMENT.

BEARINGS
ALL BEARINGS ARE BASED ON THE EAST LINE OF LOT 4, BLOCK 2, HILLTOP ESTATES THIRD ADDITION, WHICH IS ASSUMED TO BEAR SOUTH 00°12'46" EAST.

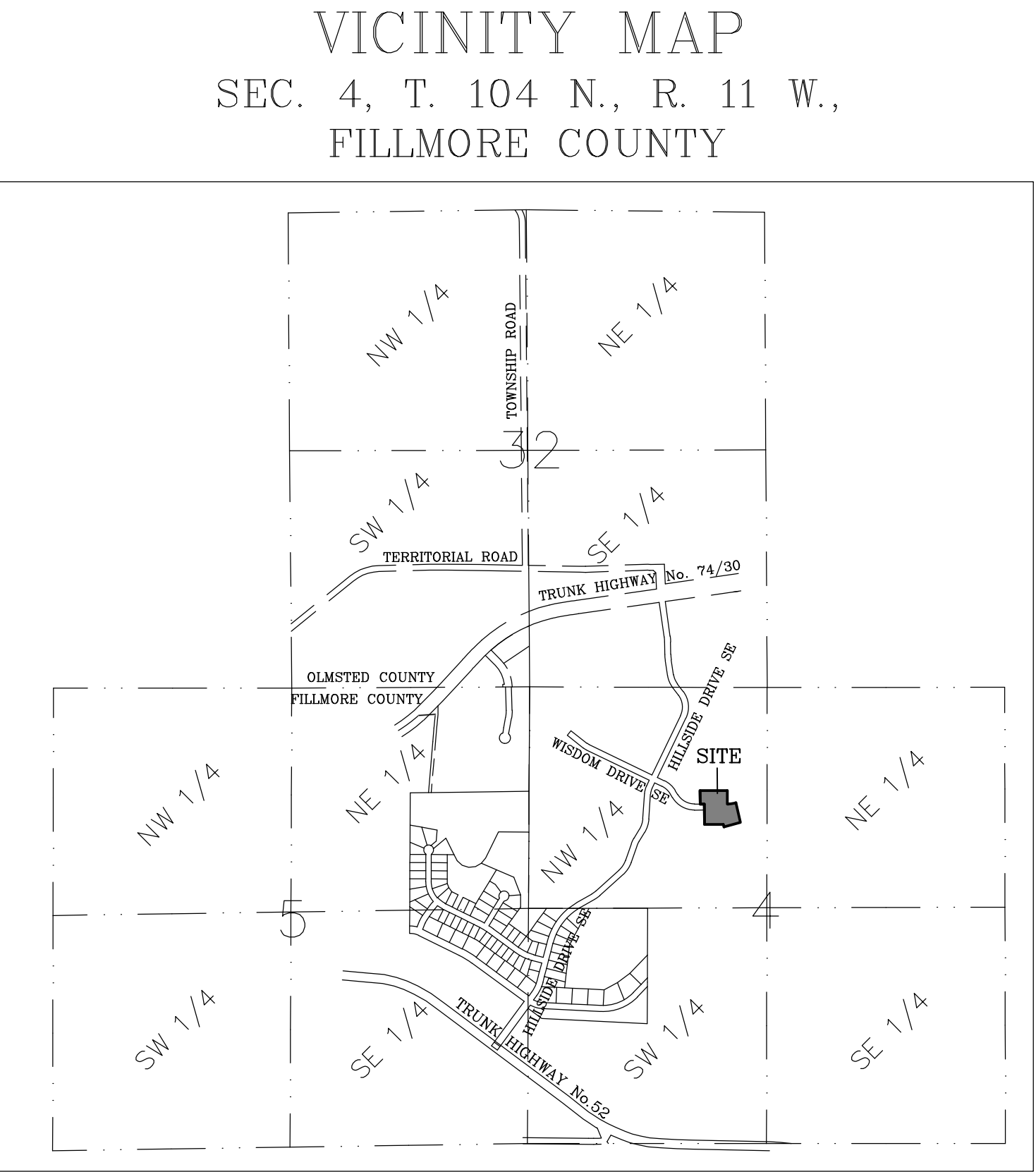


LEGEND

- IRON PIPE WITH PLASTIC CAP
STAMPED LS 21940 SET
- FOUND MONUMENTS ARE 1/2" IRON PIPES, UNLESS OTHERWISE NOTED
- EASEMENT LINE
- - - SECTION LINE
- - - UNDERLYING PLAT LINE

10
UTILITY EASEMENTS ARE 10 FEET IN WIDTH ADJACENT TO STREET LINES UNLESS OTHERWISE SHOWN.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	89.56	290.00	17°41'42"	N80°56'37"E	89.21
C2	96.71	323.00	17°09'21"	N81°12'47"E	96.35
C3	93.14	300.00	17°47'18"	S09°06'12"E	92.77
C4	72.54	333.00	12°28'53"	S06°26'59"E	72.40
C5	84.34	267.00	18°05'57"	S09°15'31"E	83.99



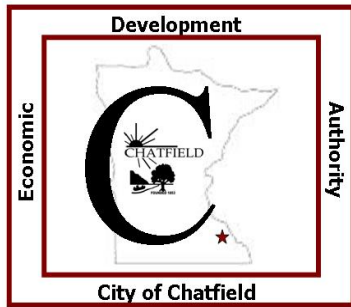
"NOT TO SCALE"

FILE: 02-008FP FOURTH

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G-Cubed

ENGINEERING
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December 11, 2023

To: Chatfield City Council

From: Chris Giesen, EDA

RE: Hilltop Estates 4th Development Agreement

Background

Chatfield Hilltop Estates, LLC has submitted an application to plat the Hilltop 4th subdivision near the Elementary school. The plat is scheduled to be reviewed at tonight's meeting as well.

As a part of this project, a development agreement is needed to detail responsibilities and expectations for the construction of the subdivision, as well as detail associated fees. This is similar to past development agreements for residential subdivisions where the city is being asked to take over public right of way, and infrastructure. No financial assistance is requested for this project.

The public works committee has reviewed the attached agreement and recommends approval.

Action Requested

Approve the Hilltop 4th subdivision development agreement as presented, and authorize the recording of the agreement on the associated property with the County Recorder (\$46 recording fee).

The space above is reserved for recording purposes

**CITY OF CHATFIELD
HILLTOP ESTATES FOURTH SUBDIVISION
SUBSEQUENT DEVELOPMENT AGREEMENT**

This agreement is solely for the purpose of the Fourth Phase – it is not intended to replace the Master Agreement nor is it intended that this would have a life beyond the fourth phase. The Master requires a separate agreement for each phase.

This Agreement (Agreement) is made as of _____, between the City of Chatfield, a municipal corporation under the laws of Minnesota ("City") and Chatfield Hilltop Estates, LLC, a Minnesota limited liability company ("Developer").

This Agreement is considered to be an agreement subsequent to the MASTER DEVELOPMENT AGREEMENT HILLTOP ESTATES SUBDIVISION, dated April 28, 2008.

RECITALS:

- A. DEVELOPER is the fee owner of property (subsequently referred to in this Agreement as "Property," "Plat" or "Phase IV") located in Chatfield, Minnesota, on which Developer desires to construct the fourth phase of a residential housing subdivision to be known as "Hilltop Estates" and which is to be legally described as follows:

Hilltop Estates Fourth Addition, Fillmore County, Minnesota

- B. The Developer is the fee owner of additional property legally described in Exhibit A attached hereto (the "Additional Property"), located in Chatfield, Minnesota, on which the Developer desires to construct subsequent phases of Hilltop Estates as further described hereinafter.
- C. In order to ensure that the development of the Property and the Additional property (together, the "Development") and the construction of necessary improvements comply with City ordinances and regulations, the City and the Developer desire to enter into this Agreement.

NOW THEREFORE, based on the mutual covenants and obligations contained in the Agreement, the City and the Developer agree as follows:

1. Right to Proceed. This Agreement is intended to regulate the development of the Property and the construction of certain improvements on the Property as described herein. Except for any clearing, grubbing or grading that the City has previously approved under separate permits or the posting of separate security, the Developer may not construct public or private improvements or any buildings on the Property until all the following conditions precedent have been satisfied:
 - a) the final plat of the Property, in substantially the form of the preliminary plat attached hereto as Exhibit B ("Final Plat") has been filed with Fillmore County (the County);
 - b) this Agreement has been executed by the Developer and the City;
 - c) final engineering and construction plans have been delivered by the Developer and approved by the City Engineer;
 - d) the Developer has executed any required easements;
 - e) the Developer has paid to the City all Administrative Fees (as defined in paragraph 19) due to date and has submitted \$5,000 escrow required by this Agreement;
 - f) the Developer has provided to the City evidence of approval of the storm water management system utilizing down stream and off site facilities. Any existing facilities must have the agreement of the property owner for use and have easements to cover the inflow and outflow as well as the management of the facility. If these are expected to be public, the easements shall be public. All agreements or easements must be in place on or before the date of filing of the Final Plat;
 - g) the Developer has paid to the City the sewer and water area charges required by this Agreement;
 - h) the Developer has submitted the certificate of insurance required by this Agreement;
 - i) the Developer has obtained all necessary permits and approvals from the Minnesota Department of Transportation ("MnDOT");

- j) the Developer has obtained all necessary permits and approvals from the Minnesota Department of Health ("MDH");
- k) the Developer has obtained all necessary permits and approvals from the Minnesota Pollution Control Agency ("MPCA");
- l) the Developer has initiated and attended a preconstruction meeting with the City Engineer;
- m) the Developer has submitted and the City has reviewed and approved the Storm Water Pollution Prevention Plan; and
- n) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed. If the City does not issue the notice after the Developer has performed the conditions precedent set forth in this paragraph, within five (5) business days of the Developer's request, the City will notify Developer in writing as to which conditions precedent have not been met and under what conditions will the City's notice of satisfaction of the conditions precedent be forthcoming.

2. Plans. Phase IV shall be developed in accordance with the plans, drawings and maps submitted by the Developer and approved by the City (collectively, the "Plans"). The documents on file with the City that constitute the Plans for Phase IV are listed on Exhibit C attached to this Agreement.

3. Developer Improvements. In developing Phase IV in accordance with the Plans, the Developer shall make or install the following improvements (collectively, the "Developer Improvements") at its sole expense:

- a) site grading and all temporary and permanent erosion control measures;
- b) street grading and surfacing of all streets located within the Plat;
- c) sanitary sewer;
- d) water main;
- e) storm water improvements, including all necessary culverts, catch basins, ponds, inlets and other appurtenances;
- f) street signage;
- g) street lighting; and
- i) normal and customary landscaping.
- j) pedestrian curb ramps

The Developer Improvements shall be installed in accordance with this Agreement, the Plans, and with all applicable written City Standards and ordinances. The Developer's plans and specifications for the Developer Improvements must be prepared by a professional engineer. The Developer must obtain all necessary permits and approvals from the MPCA, the MDH, MnDOT, and any other agency having jurisdiction before proceeding with construction of the Developer Improvements. The Developer shall provide a level of field inspection sufficient to ensure acceptable quality control and to allow certification of the construction work.

At the Developer's expense and at a cost not to exceed \$5,000, the City Engineer shall observe the water main loading, pressure testing, conductivity testing, tracer wire testing, bacteria testing, and visual inspection of the valves and hydrants; sanitary sewer low pressure air and mandrel testing; street sub grade proof roll prior to aggregate base placement; aggregate base proof roll prior to concrete curb and gutter construction and evaluation of aggregate and bituminous base prior to wear course paving including delineation of distressed areas and repair as needed. The City Engineer will provide intermittent site visits to observe contractor activities during construction including site grading, utility installation and street construction however it is the developers engineers responsibility to perform the detailed inspection duties and to verify that material testing is completed per the project specifications. The developers engineer is also responsible for filing of as-built drawings and materials reports. Developer shall give the City Engineer at least 48 hours notice prior to testing.

Sanitary sewer mains and storm sewer piping shall be televised by the Developer prior to acceptance by the City of the Developer Improvements. Material defects in sanitary sewer mains and storm sewer piping, including without limitation cracked pipes, open joints, and protruding service lines, will be repaired by Developer prior to City acceptance.

The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Prior to beginning construction, the Developer or the Developer's engineer will schedule a preconstruction meeting with all parties concerned, including the City staff and engineers to review the program for construction work. Within 30 days after the completion of the Developer Improvements, prior to acceptance of any Developer Improvements by the City, and before any financial surety is released (unless the City has previously released a portion of the surety), the Developer shall supply the City with a complete set of reproducible "as built" plans and a complete set of blue line "as built" plans prepared in accordance with City standards. Iron monuments must be installed on the Property in accordance with Minnesota Statutes Section 505.02 within twelve (12) months from the date that the Final Plat is recorded with the County. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

All private utilities serving homes within the Final Plat including any existing private utilities except those located on public property, shall be constructed or placed underground.

4. Time of Performance. The Developer will complete the installation of all Developer Improvements by December 31, 2024. Building permits will not be issued until water, sanitary sewer, storm sewer, and an aggregate road base are installed.

5. Easement; Right of Entry.

- a. The City grants to the Developer a temporary easement over, under and across the rights-of-way dedicated to the public in the Final Plat for purpose of construction of the Developer Improvements. The easement will commence with execution of this Agreement, and shall terminate upon acceptance of the Developer Improvements by the City. The Developer shall be responsible for the reconstruction of any street that is impacted by the extension of utilities to service the Property.
- b. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of the Developer Improvements. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of emergency.

6. Erosion Control.

- a. After the Property has been rough graded, but before any construction has commenced on the Developer Improvements or any building permits have been issued, a drainage and erosion control plan shall be implemented by the Developer and inspected and approved by the City, which approval will not be unreasonably withheld or delayed. The City may impose any additional reasonable erosion control requirements deemed beneficial by the City Engineer through such time as the last house is completed within the Property.
- b. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns, including lot purchasers. Additional erosion control measures which may be required by the City shall be implemented in accordance with any other applicable regulations, ordinance or permit.

7. Noise and Dust Control. The Developer shall limit demolition and grinding activities on the Property during the hours of 7 a.m. and 7 p.m., Monday through Friday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the City Engineer through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's direct control.

8. Grading Plan.

- a. Grading on the Property shall be in accordance with the approved grading plan. Within 30 days after completion of grading, the Developer shall provide the City with an "as built" grading plan including certification by a registered land surveyor or engineer that all grading has been performed and completed in accordance with the Plans. No building permits for structures in the Final Plat shall be issued until the grading plan has been implemented and all conditions regarding access included within this Agreement have been implemented.
- b. Grading shall be completed with 120 days of execution of this Agreement. Upon completion of grading, the City Engineer shall inspect the Property and determine whether grading has been performed in accordance with the grading plan. If grading has been properly completed, the City Engineer shall issue a notice to proceed. If grading has not been properly performed, all work on the Property shall stop until the Developer completes the grading to the satisfaction of the City Engineer or posts additional surety in an amount determined by the City Engineer.

9. Streets, Sidewalks and Trail.

- a. The City's street specifications are contained in the most recent edition (dated 2004) of its thoroughfare plan (the "Thoroughfare Plan"), which are incorporated into this Agreement by reference. If there is a conflict between the Plans and the Thoroughfare Plan, the Thoroughfare Plan shall prevail except when an alternative has been explicitly approved in writing by the City.
- b. The Developer agrees to construct the streets within the Property in accordance with the Thoroughfare Plan and the Plans, provided that notwithstanding anything to the contrary in the Thoroughfare Plan and the Plans, manhole covers are to be constructed flush with the base course of bituminous.
- c. Sidewalks will be installed according to city specifications on the north side of Wisdom Court and west side of Whitetail Lane. The sidewalks will be installed as the houses get constructed but no later than December 31, 2025, whichever comes first. The pedestrian ramps at the corner of Wisdom Court and Whitetail Lane shall be installed at the same time the curb and gutter is installed on Wisdom Court and Whitetail Lane, regardless of which lot is developed first.
- d. Following completion of the streets through the base course of bituminous and inspection thereof by the City Engineer, the City agrees to accept the streets for maintenance if deemed by the City to have been constructed

according to City specifications, including the Thoroughfare Plan and the Plans. Removal of snow and ice from the streets within the Property shall remain the responsibility of the Developer until the City accepts the streets for maintenance.

- e. The Developer agrees to warrant the streets against defects in labor and materials for a period of two years from the dated of their acceptance by the City. During such period, the Developer agrees to repair or replace any street or street segment which shows signs of failure, normal wear and tear excepted. A decision regarding whether a street or street segment shows signs of failure shall be made by the City in the exercise of its reasonable judgment. If the Developer fails to repair or replace a defective street or street segment during the warranty period, the City may, following thirty (30) days written notice (except in emergency situations), repair or replace the street or street segment and may charge the Developer for said costs. The Developer agrees to reimburse the City fully for the cost of street repair or replacement. Such reimbursement must be made within 30 days of the date upon which the City notifies the Developer of the cost due under this paragraph. The Developer agrees to permit the City to specially assess any unreimbursed costs against any unsold lots within the Property if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Property of the repair or replacement of the streets and consents to such assessment and waives the right to a hearing, notice of hearing, or any appeal.
- f. If building permits are issued prior to the completion and acceptance of all Developer Improvements serving any lot, the final wear course of bituminous excepted, the Developer assumes all liability and costs resulting in delays in completion of the Developer Improvements and damage to the Developer Improvements caused by the City, the Developer, its contractors, subcontractors, material suppliers, employees, agents, or third parties. No sanitary sewer or water connection permits shall be issued and there shall be no occupancy or use of any structure for which a building permit has been issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the sanitary sewer and water utilities have been accepted by the City.

10. Sanitary Sewer and Water Improvements.

- a. The Developer agrees to extend sanitary sewer and water to serve each lot within the Property. The Developer's work in extending utilities must be in accordance with the Plans and must comply with all City requirements regarding such utilities. The Developer agrees to obtain the necessary permits and easements from the MDH, the MPCA and MnDOT prior to

the start of such work. The easement granted by the City to the Developer regarding the construction of the streets shall also permit construction of the utilities within the Property.

- b. The Developer agrees to provide maintenance vehicle access to the sanitary sewer at the top and bottom of slopes for maintenance. There shall be a minimum 12 foot wide access provided at a grade of no more than 12%.
- c. The Developer agrees to warrant the sanitary sewer and water Developer Improvements against defects in labor and materials for a period of two years from the date of acceptance of the utilities by the City. During such period, the Developer agrees to repair or replace any utility Developer Improvement which shows signs of failure, normal wear and tear, excepted. The City, in the exercise of its reasonable judgment, shall make a decision regarding whether any utility Developer Improvement or segment thereof shows signs of failure. If the Developer fails to repair or replace defective utilities during the warranty period, the City following at least thirty (30) days written notice (except for in emergency situations) to Developer, may repair or replace the utility or utility segment. The Developer agrees to reimburse the City fully for the cost of the repair or replacement made on the Property. Such reimbursement shall be made within 30 days of the date upon which the City notifies the Developer in writing of the cost due under this paragraph. The Developer agrees to permit the City to specially assess any unreimbursed costs against any unsold lots in the Final Plat if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Property of the repair or replacement of the sanitary sewer and water Developer Improvements and consents to such assessment and waives the right to a hearing, notice of hearing, or any appeal.
- d. The Developer agrees to include provisions to extend sanitary sewer and water main extensions to adjoining properties (both the easterly and southerly ends of Lot 1 Block 3) including any necessary public utility easements. In reference to the General Development Plan, the adjoining properties may be served to the:

NORTH: Provisions have been made which extended water and future gravity sanitary sewer lines under Hwy 74/30 to serve adjoining properties to the north.

EAST and SOUTH: Future development east of Hillside Drive shall require staging plans to eventually extend water and sewer to the east and

south. These plans shall be reviewed at the time of subsequent Development Agreements for projects east of Hillside Drive.

WEST: The Developer agrees to extend public water main to the City View Acres development along a path generally described as being extended westerly from Wisdom Drive, thru a future cul-de-sac as shown on the GDP, and along a future lot line to end at the east line of Lot 7, Block 1, CITY VIEW ACRES (Fillmore County). It has been determined that due to terrain; a gravity sanitary sewer alignment through the Hilltop Estates development is not feasible to serve the City View Acres development. At the time of development of the above described future cul-de-sac, the City shall determine if the developer is responsible to extend a gravity sewer line toward the City View Acres development where a future pressurized system from the City View Acres development can connect to the gravity system.

- e. The Developer shall abandon and cap any existing wells on the Property in accordance with all applicable MDH, County and City requirements.

11. Storm Water Facilities.

- a. The Developer agrees to construct the storm water facilities in accordance with the Plans and in compliance with all City requirements regarding such Developer Improvements.
- b. The Developer agrees to warrant the storm water Developer Improvements against defects in labor and materials for a period of two years from the date of acceptance of the storm water Developer Improvements by the City. During such period, the Developer agrees to repair or replace any storm water Developer Improvement which shows signs of failure, normal wear and tear, excepted. The City, in the exercise of its reasonable judgment, shall make a decision regarding whether any storm water Developer Improvement or segment thereof shows signs of failure. If the Developer fails to repair or replace defective storm water improvements during the warranty period, the City following at least thirty (30) days written notice (except for in emergency situations) to Developer, may repair or replace the storm water Developer Improvement. The Developer agrees to reimburse the City fully for the cost of the repair or replacement made on the Property. Such reimbursement shall be made within 30 days of the date upon which the City notifies the Developer in writing of the cost due under this paragraph. The Developer agrees to permit the City to specially assess any unreimbursed costs against any unsold lots in the Final Plat if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Property of the repair or replacement of the sanitary sewer and water Developer

Improvements and consents to such assessment and waives the right to a hearing, notice of hearing, or any appeal.

- c. If the Developer will use a storm water facility that is located on the property of another, the Developer will present evidence to the City that the other property owner agrees with such use and that appropriate easements are in place.

12. Street Lighting and Signs; Landscaping.

- a. The Developer agrees to install streetlights to serve the Property in accordance with city specifications. All lighting shall meet City and MnDOT standards and be of a design approved by the City. Street signs shall be of a design approved by the City and shall be dedicated by the Developer to the City after installation and acceptance by the City. The Developer shall pay for the cost of the street lighting and street signs.
- b. The Developer agrees to install the landscaping in accordance with the Plans.

13. Construction Activities and Clean Up. The Developer shall promptly clean any and all dirt and debris from the streets on the Property and all other streets or roads adjacent to the Property resulting from construction work performed by the Developer, its contractors, agents or assigns.

14. City Engineering Administration and Construction Observation. The Developer agrees to reimburse the City for the reasonable cost of engineering administration and construction observation regarding completion of the Developer Improvements on the Property. Engineering administration includes development plans and correspondence; monitoring and observation of construction and consultation with the Developer; monitoring of the Developer Improvements during the warranty period and processing of requests for reduction in surety. Construction observation includes observation by the City Engineer of construction of the Developer Improvements. The City may also inspect the work at its discretion and at the Developer's expense as described in paragraph 3 of this document. Fees for City engineering administration and construction observation will be billed to the Developer on an hourly basis. Any disagreement between the City and the Developer regarding fees shall be resolved in accordance with Minnesota Statutes Section 462.353, subdivision 4.

15. Developer Improvements - Assessments. If the Developer fails to complete construction of the Developer Improvements by the dates stated in paragraph 4 hereof, the City may, at its option, enter the Property and complete construction of the Developer Improvements. If the City exercises its right to construct all or a portion of the Developer Improvements, the Developer agrees that certain lots benefited by the Developer Improvements may be

pecially assessed for a portion of the cost. The Developer consents to such special assessments against the Property (the "Developer Improvements Special Assessments") in an amount not to exceed the actual cost of completing those improvements, amortized over a term of ten years beginning in taxes payable 2026, and further agrees:

- a. to waive notice of hearing and hearing pursuant to Minn. Stat. Section 429.031, on the Developer Improvements and notice of hearing and hearing on the Developer Improvements Special Assessments levied to finance the Developer Improvements pursuant to Minn. Stat. Section 429.061;
- b. to waive the right to appeal the levy of the Developer Improvements Special Assessments in accordance with this Agreement pursuant to Minn. Stat. Section 429.081, or reapportionment thereof upon land division pursuant to Minn. Stat. Section 429.071, Subd. 3, or otherwise.
- c. To waive any other requirements of Minn. Stat., Chapter 429 with which the City does not comply.
- d. that the increase in fair market value of the Property resulting from construction of the Developer Improvements will be at least equal to the principal amount to be assessed hereunder (an amount not to exceed the actual cost of completing the improvements), and that such increase in fair market value is a special benefit to the Property;
- e. that assessment of the cost of the Developer Improvements against the Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed; and
- f. to waive notice and right to appeal reapportionment of such Developer Improvements Special Assessments up to the amount described above.

Notwithstanding anything to the contrary herein, the waivers stated in this Section are effective only for the Developer Improvements Special Assessments as described above.

16. Defaults. In the event of default by either party as to any obligation and after thirty (30) days notice by the non-defaulting party, the non-defaulting party may, at its option, take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the parties under this Agreement.
17. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Developer Improvements, public liability and property damage insurance

covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors within the final Plat. Limits for bodily injury and death shall be no less than \$1,000,000 for each occurrence; limits for property damage shall be not less than \$500,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy. The Developer shall file with the City a certificate evidencing the required coverage prior to the City signing the Final Plat. The certificate shall provide that the City must be given 30 days advance written notice of the cancellation of the insurance.

18. Sanitary Sewer and Water Area Charges; Hook-Up Fees.

- a. Water access and sanitary sewer access charges in the total amount of \$15,050 shall be paid to the City at the time of submission of the Final Plat. This fee is the sum total of \$3,000 per acre for sanitary sewer access charges and \$2,000 per acre for water access charges. The plat contains 3.01 acres subject to such fees.
- b. Sanitary sewer and water hook-up fees ("Hook-Up Fees") shall be payable as building permits are issued. Hook-Up Fees shall not exceed the following amounts for the years indicated:

Water	Sanitary Sewer	Year Building Permit Issued
\$1,700	\$2,700	2009
\$1,800	\$2,800	2010 - 2014
\$2,000	\$3,000	2015 - 2019
\$2,200	\$3,200	2020 - 2023

Any Hook-Up Fees for lots connected to City water and sewer facilities after December 31, 2023 shall be charged at the then-prevailing city-wide rates.

19. Payment of Administrative Fees; Escrow.

- a. All non-staff administrative, engineering, legal and other fees incurred by the City ("Administrative Fees") related to Preliminary Plat review, Final Plat Review, drafting of this Agreement and any other expenses incurred by the City due to this application through the date of execution of this Agreement shall be paid to the City by the Developer upon or prior to execution of this Agreement.
- b. The Developer agrees to reimburse the City for 100% of the Administrative Fees incurred after the date of execution of this Agreement. The Developer shall pay the City within twenty (20) days of receipt of an invoice. City's consulting engineers, attorneys or other persons providing services to the City in connection with this Agreement shall submit detailed statements showing the work performed and the hours spent on and the dated on which such work was performed. The

Developer shall have ten (10) days from the receipt of such statements to dispute such statements. The Developer has the right to dispute the reasonableness of the work, scope of work, or the fact that the work was done.

- c. The Developer shall pay the City \$5,000 (as previously stated in paragraph 1) as a deposit in an escrow account. The City may draw on this amount if the Developer defaults in any of its obligations under this Agreement. The City must provide the Developer a 10-day notice prior to drawing on this account.

- 20. Maintenance of the Property. The Developer shall be responsible for mowing, controlling weeds and general maintenance within the Property, except that as lots are sold, such maintenance shall become the responsibility of the lot purchaser or the homeowners' association (if applicable). The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. However, the City may perform maintenance or the removal of waste material deemed necessary by the City to protect the public health and safety and may charge the Developer for the actual cost thereof. Prior to any such action, the City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer 10 days to correct or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing in this Agreement shall obligate the City to perform maintenance or waste removal work within the Property.
- 21. Permits. The City's approval of the Final Plat does not include approval of building permits for any structures to be constructed within the Final Plat. The Developer must submit and the City must approve building plans prior to the issuance of building permits for structures within the Final Plat.
- 22. Easements.
 - a. The Developer shall convey to the City an easement for Sewer Pipe purposes as shown in the Plans. The Developer shall disclose the location of and the restrictions contained in the easement to all purchasers of lots containing the easement, whether on the Property or Additional Property. The developer also agrees to pay any crop damages which may result from the need to access the sewer.
 - b. The Developer shall convey to the City an easement for road purposes as depicted on the Plat. The Developer shall disclose the location of and the restrictions contained in the easement to all purchasers of lots containing the easement.

23. Park Dedication The parkland dedication requirement for the six lots in this Fourth Subdivision is 0.60 acres.

A surplus parkland dedication of 1.91 acres was made during the Hilltop Estates First Subdivision by dedicating parkland, water tower and booster station acreages. The Hilltop Second Subdivision used 0.60 of that credit and Hilltop Third Subdivision used 0.90, leaving a credit of 0.41 acres to be used in the fourth and subsequent subdivisions.

This Fourth Subdivision will use the remaining outstanding parkland dedication balance of 0.41 acres. The city elects to utilize the cash in lieu of land dedication for the remaining 0.19 acres of this fee. The cash fee due for parkland dedication in this subdivision is \$2,185. No additional credit for excess land previously dedicated is available for future subdivisions.

24. Entrance Monuments. The Developer may install entrance monuments to Hilltop Estates Second Subdivision in locations mutually agreeable to the City and Developer. If the entrance monuments are constructed, they shall be placed on land owned by the Developer or on an easement granted to the Developer. The Developer shall be responsible for maintaining any such entrance monuments.

25. Notices. Required notices to the parties to this Agreement shall be in writing, and shall be either hand delivered or mailed by registered or certified mail at the following addresses:

a. As to the City: City of Chatfield
21 SE Second Street
Chatfield, MN 55923

b. As to the Developer: Chatfield Hilltop Estates LLC
14070 Highway 52 SE
Chatfield, MN 55923
Attn: Geoffrey Griffin

Or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph 25.

26. Compliance With Laws and City Approvals. The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the development. The Developer agrees to complete the Development in compliance with all City approvals, including the City resolution granting final plat approval for Phase II of the Development, which resolution is incorporated in this Agreement by reference. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of

this Agreement by the Developer shall be grounds for denial of building permits, including permits for lots sold to or being develop by third parties and certificates of occupancy, following the passing of applicable notice to cure provisions.

27. Agreement Runs With the Land. This Agreement shall run with the land and shall be recorded against the title to the Property and Additional Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to all the Property and Additional Property and that there are no unrecorded interest against the Property or Additional Property. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants. As the Developer sells individual lots in the Final Plat to independent third party buyers, the City Clerk is authorized to execute releases of individual lots for the obligations of this Agreement with regard to construction of the Developer Improvements, but said individual lot releases shall not in any way release the Developer from any of its obligations hereunder nor release the lot purchaser from obligations intended to run with the land.
28. Indemnification. The Developer agrees to indemnify, defend and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from approval of the Final Plat. The Developer agrees to indemnify, defend and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.
29. Assignment. The Developer may not assign this Agreement without the written permission of the City, which permission shall not be unreasonably denied or delayed. Notwithstanding the previous sentence, the Developer may, with notice to, but without the permission of the City, assign this Agreement to a party whose members, shareholders, or partners consist of one or more members of the Developer. No assignment shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City. The Developer (or assignees allowed hereunder)'s obligations shall continue in full force and effect even as the Developer (or assignees allowed hereunder) sells lots within the Property.
30. Severability In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

- IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Notary Public

[illegible]

The forgoing instrument was acknowledged before me this ____ day of ____, 20____ by Michele Peterson, the City Administrator of the City of Chatfield, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

CHATFIELD HILLTOP ESTATES LLC

By: _____
Geoffrey Griffin

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF FILLMORE)

The forgoing instrument was acknowledged before me this _____ day of _____,
20____ by Geoffrey G. Griffin, the Chief Manager of Chatfield Hilltop Estates LLC, a
Minnesota limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

PROPERTY

Hilltop Estates Fourth Subdivision

LAND DESCRIPTION

Exhibit B

Preliminary Plat and Final Plat

Exhibit C

Plans

The Plans applicable to the Property are as follows:

No.	Plan	Date of Plan Preparation	Prepared By
1	Hilltop Estates General Development Plan	November 27, 2007	G-Cubed, Inc.
2.	Grading Plan for Hilltop Estates Fourth Addition	_____ Date	G-Cubed, Inc.
3.	Construction Plans for Hilltop Estates Fourth Addition	_____ Date	G-Cubed, Inc.



MEMORANDUM

TO: CHATFIELD PUBLIC WORKS COMMITTEE AND CITY COUNCIL
FROM: CRAIG BRITTON
SUBJECT: 2023 STREET IMPROVEMENT PROJECT – PAY APPLICATION 5
DATE: DECEMBER 6, 2023
CC: CITY ADMINISTRATOR, MICHELE PETERSON
SUPERINTENDENT OF CITY SERVICES, BRIAN BURKHOLDER

Action Requested: Consideration of Pay Application #5 in the amount of \$110,142.93 to Griffin Construction for work completed on the 2023 Street Improvement Project.

Background: Griffin Construction has submitted Pay Application #5 in the amount of \$110,142.93 for work completed in November. Work completed includes the placement of the concrete driveways and sidewalks, installation of the subdrain around the cul de sac on Hawley Street and the seeding. The majority of the work on the project has been completed and will resume again in the spring. Remaining work includes miscellaneous clean up and the final lift of bituminous pavement. The pay application is attached to this report. Below is a quick summary of the contract amount and proposed payment.

1. Contract Amount - \$1,759,308.26
2. Pay Application 1 - \$190,034.92
3. Pay Application 2 - \$416,606.91
4. Pay Application 3 - \$371,345.77
5. Pay Application 4 - \$400,480.20
6. Pay Application 5 - \$110,142.93
7. Retainage (5%) - \$78,347.93
8. Balance to Finish - \$192,349.59

Please let me know if you have any questions.

Craig Britton

PARTIAL PAYMENT ESTIMATE

Pay Estimate 5

Name of Contractor:		
Griffin		
Name of Owner:		
City of Chatfield		
Date of Substantial Completion:	Amount of Contract:	Dates of Estimate
Original: 11/1/2023	Original: \$ 1,759,308.26	From: 11-05-23
Revised: NA	Revised: NA	To: 12-01-23

Wideth Project Number: 2022-11251

Description of Job: 2023 Street Improvement Project

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BID SCHEDULE A. - GRAND, PROSPECT ST SE									
1	CONTRACTOR TESTING - DENSITY	L.S.	1	\$4,550.00	\$4,550.00	0.1	\$455.00	1	\$4,550.00
2	MOBILIZATION	L.S.	1	\$68,520.00	\$68,520.00	0.1	\$6,852.00	1	\$68,520.00
3	CLEARING	EACH	25	\$335.00	\$8,375.00	5	\$1,675.00	25	\$8,375.00
4	GRUBBING	EACH	25	\$335.00	\$8,375.00	4	\$1,340.00	25	\$8,375.00
5	SALVAGE SIGN	EACH	1	\$50.00	\$50.00	0	\$0.00	1	\$50.00
6	REMOVE SIGN	EACH	11	\$50.00	\$550.00	8	\$400.00	11	\$550.00
7	REMOVE MANHOLE (SANITARY)	EACH	11	\$600.00	\$6,600.00	1	\$600.00	11	\$6,600.00
8	REMOVE MANHOLE (STORM)	EACH	2	\$600.00	\$1,200.00	1	\$600.00	2	\$1,200.00
9	REMOVE CATCH BASIN	EACH	8	\$500.00	\$4,000.00	-1	-\$500.00	8	\$4,000.00
10	REMOVE GATE VALVE & BOX	EACH	7	\$300.00	\$2,100.00	2	\$600.00	7	\$2,100.00
11	REMOVE HYDRANT	EACH	4	\$500.00	\$2,000.00	0	\$0.00	4	\$2,000.00
12	REMOVE CURB & GUTTER	LIN FT	3665	\$3.00	\$10,995.00	0	\$0.00	3700	\$11,100.00
13	REMOVE SEWER PIPE (STORM)	LIN FT	626	\$15.00	\$9,390.00	105	\$1,575.00	626	\$9,390.00
14	REMOVE SEWER PIPE (SANITARY)	LIN FT	1976	\$6.00	\$11,856.00	148.6	\$891.60	1976	\$11,856.00
15	REMOVE PIPE CULVERT	LIN FT	32	\$15.00	\$480.00	0	\$0.00	40	\$600.00
16	SALVAGE RETAINING WALL	LIN FT	39	\$25.00	\$975.00	0	\$0.00	39	\$975.00
17	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	434	\$4.65	\$2,018.10	0	\$0.00	285	\$1,325.25
18	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	363	\$3.60	\$1,306.80	0	\$0.00	367	\$1,321.20
19	REMOVE CONCRETE FLUME	SQ YD	21	\$12.50	\$262.50	0	\$0.00	20	\$250.00
20	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	747	\$8.00	\$5,976.00	0	\$0.00	1138	\$9,104.00
21	REMOVE BITUMINOUS PAVEMENT	SQ YD	7353	\$2.75	\$20,220.75	0	\$0.00	6649.9	\$18,287.23
22	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	657	\$8.00	\$5,256.00	-225	-\$1,800.00	708	\$5,664.00
23	REMOVE CONCRETE SIDEWALK	SQ FT	281	\$2.00	\$562.00	155	\$310.00	292	\$584.00
24	COMMON EXCAVATION (EV) (P)	CU YD	3324	\$15.40	\$51,189.60	831	\$12,797.40	3324	\$51,189.60
25	COMMON EXCAVATION (SUBGRADE) (EV)	CU YD	474	\$15.40	\$7,299.60	0	\$0.00	0	
26	EXCAVATION SPECIAL (EXPLORATORY)	HOUR	24	\$125.00	\$3,000.00	0	\$0.00	14	\$1,750.00

27 GEOTEXTILE FABRIC TYPE V	SQ YD	10763	\$1.70	\$18,297.10	0	\$0.00	10249	\$17,423.30
28 AGGREGATE BASE CLASS 5 MODIFIED	TON	3972	\$18.15	\$72,091.80	-2033	-\$36,898.95	3495	\$63,434.25
29 FULL DEPTH RECLAMATION	SQ YD	1671	\$3.64	\$6,082.44	0	\$0.00	1671	\$6,082.44
30 TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	833	\$102.69	\$85,540.77	0	\$0.00	0	
31 TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	1386	\$99.42	\$137,796.12	0	\$0.00	1335	\$132,725.70
32 GRANULAR FOUNDATION AND/OR BEDDING	TON	380	\$21.50	\$8,170.00	0	\$0.00	35	\$752.50
33 6" PERF PVC PIPE DRAIN	LIN FT	3121	\$20.33	\$63,449.93	620	\$12,604.60	620	\$12,604.60
34 12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	210	\$66.40	\$13,944.00	0	\$0.00	205	\$13,612.00
35 15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	258	\$73.35	\$18,924.30	0	\$0.00	258	\$18,924.30
36 18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	35	\$78.55	\$2,749.25	0	\$0.00	35	\$2,749.25
37 21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	27	\$87.79	\$2,370.33	0	\$0.00	27	\$2,370.33
38 24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	958	\$101.82	\$97,543.56	0	\$0.00	958	\$97,543.56
39 27" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	315	\$127.75	\$40,241.25	0	\$0.00	315	\$40,241.25
40 30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	72	\$149.85	\$10,789.20	0	\$0.00	45	\$6,743.25
41 MAINTENANCE OF SANITARY SEWER SERVICE	L.S.	1	\$19,750.00	\$19,750.00	0	\$0.00	1	\$19,750.00
42 CONNECT TO EXISTING SANITARY SEWER	EACH	3	\$500.00	\$1,500.00	0	\$0.00	3	\$1,500.00
43 CONNECT TO EXISTING STORM SEWER	EACH	1	\$750.00	\$750.00	-3	-\$2,250.00	1	\$750.00
44 CONNECT TO EXISTING MANHOLES	EACH	4	\$1,000.00	\$4,000.00	0	\$0.00	0	
45 SANITARY SEWER SERVICE (4" PVC)	EACH	27	\$1,690.00	\$45,630.00	0	\$0.00	28	\$47,320.00
46 SANITARY SEWER SERVICE (6" PVC)	EACH	1	\$1,860.00	\$1,860.00	0	\$0.00	3	\$5,580.00
47 8" X 4" PVC WYE	EACH	27	\$402.00	\$10,854.00	0	\$0.00	28	\$11,256.00
48 8" X 6" PVC WYE	EACH	1	\$472.00	\$472.00	0	\$0.00	3	\$1,416.00
49 SANITARY SEWER INSPECTION	LIN FT	1975	\$3.00	\$5,925.00	0	\$0.00	0	
50 8" PVC PIPE SEWER	LIN FT	1975	\$57.14	\$112,851.50	100.1	\$5,719.71	1975	\$112,851.50
51 INSTALL WATER SERVICE SYSTEM (1")	EACH	27	\$2,345.00	\$63,315.00	0	\$0.00	31.5	\$73,867.50
52 INSTALL WATER SERVICE SYSTEM (2")	EACH	1	\$4,930.00	\$4,930.00	0	\$0.00	1	\$4,930.00
53 CONNECT TO EXISTING WATER MAIN	EACH	4	\$1,500.00	\$6,000.00	0	\$0.00	4	\$6,000.00
54 HYDRANT	EACH	4	\$7,097.00	\$28,388.00	0	\$0.00	4	\$28,388.00
55 ADJUST VALVE BOX	EACH	11	\$275.00	\$3,025.00	0	\$0.00	0	
56 6" GATE VALVE & BOX	EACH	5	\$2,935.00	\$14,675.00	0	\$0.00	5	\$14,675.00
57 8" GATE VALVE & BOX	EACH	11	\$3,735.00	\$41,085.00	0	\$0.00	11	\$41,085.00
58 6" PVC WATER MAIN	LIN FT	98	\$49.75	\$4,875.50	0	\$0.00	128	\$6,368.00
59 8" PVC WATER MAIN	LIN FT	2288	\$56.50	\$129,272.00	81.5	\$4,604.75	2288	\$129,272.00
60 DUCTILE IRON FITTINGS	POUND	1213	\$16.50	\$20,014.50	0	\$0.00	1787	\$29,485.50
61 CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	12	\$2,900.00	\$34,800.00	0	\$0.00	12	\$34,800.00
62 CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	11	\$3,515.00	\$38,665.00	0	\$0.00	11	\$38,665.00
63 CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	4	\$5,068.00	\$20,272.00	0	\$0.00	4	\$20,272.00
64 CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	EACH	3	\$5,795.00	\$17,385.00	0	\$0.00	2	\$11,590.00
65 ADJUST FRAME AND RING CASTING	EACH	21	\$575.00	\$12,075.00	0	\$0.00	0	
66 CONSTRUCT SANITARY MANHOLE	EACH	9	\$3,547.00	\$31,923.00	0	\$0.00	9	\$31,923.00

67 CONSTRUCT SANITARY MANHOLE (LF)	LIN FT	32.86	\$300.00	\$9,858.00	5.26	\$1,578.00	33.3	\$9,990.00
68 4" CONCRETE WALK	SQ FT	214	\$12.50	\$2,675.00	292	\$3,650.00	292	\$3,650.00
69 CURB AND GUTTER DESIGN B624	LIN FT	3839	\$22.40	\$85,993.60	-5	-\$112.00	3897	\$87,292.80
70 CURB AND GUTTER DESIGN B624 (MOD.)	LIN FT	5	\$50.00	\$250.00	5	\$250.00	5	\$250.00
71 6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	894	\$72.00	\$64,368.00	946	\$68,112.00	946	\$68,112.00
72 TRUNCATED DOMES	SQ FT	10	\$57.00	\$570.00	9	\$513.00	9	\$513.00
73 TRAFFIC CONTROL	L.S.	1	\$4,950.00	\$4,950.00	0.1	\$495.00	1	\$4,950.00
74 INSTALL SIGN TYPE C (INCLUDE SIGN POST)	EACH	3	\$375.00	\$1,125.00	3	\$1,125.00	3	\$1,125.00
75 FURNISH TYPE C SIGN	EACH	3	\$150.00	\$450.00	3	\$450.00	3	\$450.00
76 FURNISH TYPE D SIGN (STREET NAME SIGNS)	EACH	16	\$115.00	\$1,840.00	16	\$1,840.00	16	\$1,840.00
77 INSTALL SALVAGED SIGN	EACH	1	\$250.00	\$250.00	1	\$250.00	1	\$250.00
78 EROSION CONTROL SUPERVISOR	L.S.	1	\$500.00	\$500.00	0.1	\$50.00	1	\$500.00
79 STORM DRAIN INLET PROTECTION	EACH	21	\$250.00	\$5,250.00	0	\$0.00	10	\$2,500.00
80 SILT FENCE, TYPE MS	LIN FT	871	\$2.10	\$1,829.10	0	\$0.00	0	
81 COMMON TOPSOIL BORROW (LV)	CU YD	598	\$25.00	\$14,950.00	98	\$2,450.00	150	\$3,750.00
82 STABILIZED CONSTRUCTION EXIT	L.S.	1	\$1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
83 SEEDING	ACRE	1.14	\$1,003.52	\$1,144.01	1.14	\$1,144.01	1.14	\$1,144.01
84 FERTILIZER TYPE 3	POUND	342	\$1.00	\$342.00	0	\$0.00	0	
85 ROCK EXCAVATION	L.S.	1	\$1,661.35	\$1,661.35	0	\$0.00	1	\$1,661.35
86 RECLAIMED ASPHALT BASE	TON	3972	\$17.40	\$69,112.80	1412	\$24,568.80	3495	\$60,813.00
TOTALS =				\$ 1,758,008.76		\$ 115,939.93		\$ 1,566,958.67

					THIS PERIOD		TOTAL TO DATE	
AMOUNT EARNED					\$ 115,939.93		\$ 1,566,958.67	
AMOUNT RETAINED					\$ 5,797.00		\$ 78,347.93	
PREVIOUS PAYMENTS					\$ -		\$ 1,378,467.80	
AMOUNT DUE					\$ 110,142.93		\$ 110,142.93	

Estimated Percentage of Job Completed: 89%
Contractor's Construction Progress: On Schedule

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief

ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has

the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Griffin

By: _____

Date: _____

APPROVED BY OWNER:

Owner: City of Chatfield

By: _____

Date: _____

been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer:

By: _____

Date: _____

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: Sewer main Repair Hwy 52 N
DATE: 11/29/2023

Action Requested: To update the committee with a total cost to complete the sewer repairs needed near 411 Main St. N.

Background: Steven brought forward the sewer issues that have taken place on Hwy 52 N near 411 Main St N. and the camera work that was required to find the causes for the backups. Steven was also going to meet with Cabin Coffee and Subway to discuss the grease issues that was confirmed on the video.

Craig developed a project plan to be used to receive a quote from Griffins Construction. Craig is also in the process of completing a Mn Dot Permit to do the work needed.

The quote from Griffins Construction is \$24,674.

Thank you,
Brian Burkholder



Griffin

Construction Co., Inc.

14070 Hwy 52 S, Chatfield, MN 55923
Phone (507) 867-4648 ~ Fax (507) 867-4171

GOLF COURSES ~ HOUSING DEVELOPMENTS ~ ROAD BUILDING ~ LANDFILLS

November 8, 2023

52 Sewer Replacement

City of Chatfield
21 SE 2nd St
Chatfield, MN 55923

Description	Quantity	Rate	Total
CLEAR & GRUB	1 EA	\$ 1,000.00	\$ 1,000.00
REMOVE CONCRETE	74 SY	\$ 10.00	\$ 740.00
REMOVE CURB & GUTTER	20 LF	\$ 5.00	\$ 100.00
REMOVE BITUMINOUS	12.22 SY	\$ 9.50	\$ 116.09
SAW PAVEMENT	82 LF	\$ 5.00	\$ 410.00
BYPASS PUMPING	1 LS	\$ 2,000.00	\$ 2,000.00
REMOVE 8" SEWER	50 LF	\$ 10.00	\$ 500.00
CONNECT TO EXISTING SEWER	1 LS	\$ 800.00	\$ 800.00
INSTALL 8" SEWER	50 CF	\$ 100.00	\$ 5,000.00
CLASS 5 AGGREGATE	10 TON	\$ 35.00	\$ 350.00
BITUMINOUS PAVEMENT	3 TON	\$ 200.00	\$ 600.00
TRAFFIC CONTROL	1 LS	\$ 1,000.00	\$ 1,000.00
SEED & FERTILIZE	1 LS	\$ 1,000.00	\$ 1,000.00
EROSION CONTROL	1 LS	\$ 600.00	\$ 600.00
INSTALL B624	20 LF	\$ 62.88	\$ 1,257.60
INSTALL 6" CONCRETE PAVEMENT	38.98 SY	\$ 123.48	\$ 4,813.25
INSTALL 4" SIDEWALK	35.12 SY	\$ 124.94	\$ 4,387.89
			\$ -
TOTAL			\$ 24,674.83

Notes:

The above quote is based on unit prices listed and the final billing amount will be determined by the actual quantities constructed.

City of Chatfield
Owner

Greg Griffin
Griffin Construction Co., Inc.

Date

Date

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

City of Chatfield, Minnesota

Snowplowing Policy

1. Introduction

The city of Chatfield, Minnesota, finds that it is in the best interest of the residents of the city to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The city will attempt to provide such control in a safe and cost-effective manner, keeping in mind safety, budget, personnel, and environmental concerns. The city will use city employees, equipment and/or private contractors to provide this service. This policy does not relieve the operator of private vehicles, pedestrians, property owners, residents and all others that may be using public streets, of their responsibility to act in a reasonable, prudent and cautious manner, given the prevailing street conditions.

2. When Will the City Start Snow or Ice Control Operations?

The Public Works Director will decide when to begin snow or ice control operations. The criteria for that decision are:

- A. Snow accumulation
- B. Drifting of snow that causes problems for travel
- C. Icy conditions which seriously affect travel; and
- D. Time of snowfall in relationship to heavy use of streets.

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Therefore, snow and ice removal operations will be determined by the Public Works Director.

3. How Snow will be Plowed

Snow will be plowed in a manner so as to minimize traffic obstructions. The center of the roadway will be plowed first starting from the centerline, pushed snow from left to right on two-way streets. A second pass will be made in order to get the snow to the curb line. On one-way streets or where there is a center boulevard, snow may be pushed in either direction. The discharge shall go onto the boulevard area of the street. Snow on cul-de-sacs will normally be plowed to the curb lines or pushed to into a pile to an open area. Piles will be periodically removed "as needed" When a plow goes on a bridge, the driver shall slow down so snow does not go over the bridge, if possible. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

4. Snow Removal

The Public Works Director will determine when snow will be removed from the area by snow blower trucks. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

5. **Priorities and Schedule of Streets to be Plowed**

The city has classified city streets based on the street function, traffic volume and importance to the welfare of the community. The first priority streets are those streets that provide the maximum possible benefit to higher volume, sensitive areas with high volumes traffic, which connect major sections of the city and provide for emergency fire, police, and medical services. The second priority streets are those streets providing access to schools and commercial businesses. The third priority streets are low volume residential streets. The fourth priority areas are alleys and city parking lots.

During significant and severe storms, the city must be prepared to move personnel and equipment to maintain priority routes first. In fulfilling the need to have all priority streets safe and passable, when resources are limited, plowing of all other streets may be stopped at any time so resources can be shifted to priority routes.

Unforeseeable circumstances may cause delays in completing assigned plow routes. Such circumstances may include weather conditions that endanger the safety of snowplow operators and/or safe and effective operation of equipment, commuter traffic, disabled vehicles, poor visibility conditions, parked cars along streets, assistance to emergency response vehicles, equipment breakdown, and personnel shortages.

6. **Work Schedule for Snowplow Operators**

Snowplow operators will be expected to work their assigned shifts. In severe snow emergencies, operators sometimes have to work longer shifts, but will be paid overtime for hours in excess of 8 hours per day, or pursuant to any collective bargaining contract language. *However, because of safety concerns, operator shall not work more than a twelve-hour shift in any twenty-four-hour period.* While work breaks are not guaranteed, generally operators will take breaks in accordance with city policy, provided the breaks do not interfere with city services or operations. In addition, operators will be allowed sufficient time to eat a meal during any shift which is eight or more hours, or as provided in the collective bargaining agreement. After a twelve-hour shift, the operators will be replaced if additional qualified personnel are available.

7. **Traffic Regulations**

The city recognizes that snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes, Chapter 169 while engaged in work on streets, except for regulations related to driving while impaired and the safety of school children. Pursuant to this authority, snowplow operators engaged in snow removal or ice control on city streets have discretion to disregard traffic laws set forth in Chapter 169, except for laws relating to impaired driving and school children safety, when in their judgment, it is safe to disregard such laws. The privileges granted herein to operators of snow removal and ice control vehicles shall apply only if the vehicle is equipped with one lighted lamp displaying a flashing, oscillating, or rotating amber light placed in such a position on the vehicle as to be visible throughout an arc of 360 degrees.

8. **Weather Conditions**

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of snowplow operators and equipment. Factors that may delay snow and

ice control operations include severe cold, significant winds, extreme ice, and limited visibility.

9. Use of Sand, Salt, and Other Chemicals

The city will use sand, salt, and other chemicals when there are hazardous ice or slippery conditions. The city is concerned about the effect of such chemicals on the environment and will limit its use for that reason.

10. Sidewalks and Walking Trails

The city will maintain some of the sidewalks in the city. The list of those sidewalks is attached. As there are a limited number of personnel available, the city will only maintain these sidewalks after the streets have been plowed. It is the responsibility of the resident and/or property owner to remove all accumulated snow from all other sidewalks along public streets adjoining their property. This includes any snow plowed from public streets onto the sidewalk. Walking trails will be cleared after all streets, alleys, and sidewalks are completed.

11. Mailboxes

Damage to a mailbox is a risk that snowplow operators face during their winter plowing requirements. The city will conduct a review of each mailbox damage claim to determine whether the city has any legal responsibility for the damage and, if so, to replace or provide reimbursement for the mailbox. If the city, in its discretion, determines that reimbursement or replacement is appropriate, the city may:

- 1) At the mailbox owner's request, replace the mailbox with a standard size, non-decorative metal mailbox and replace the support post as necessary with a 4" x 4", decay resistance wood support post, both which will be installed by the city;
- 2) Provide reimbursement in a reasonable amount for the mailbox and support posts that meet the city's ordinance standards, as well as state and federal requirements for mailbox size, support and placement.

12. Complaint Procedure

Complaints will be recorded and logged. Calls requiring service will be transferred to a work request and forwarded to the Public Works Director for scheduling. Emergency complaints will be handled in an expeditious manner as resources are available.

13. Deviation from Policy

The Public Works Director may deviate from this policy when in his or her judgment it is in the best interest of the city or is necessary because of budget needs or other circumstances. Changes in priorities (lasting more than 4 hours) will be documented as to what caused such actions, why the change was necessary, and for how long the change is to be in effect. Those city employees and/or contractors affected will be notified immediately by radio or cell phone of such changes with all communications logged. Information logged will include the time and date of the communication, name of employee contacted, and how they were contacted. Any changes of priorities lasting more than 24 hours should be made in a written record and the public should be informed of such changes through normal methods used by the city for emergency notifications.

14. Review and Modification of Policy

The Public Works Director shall keep on file all comments and complaints received regarding this policy. The policy will be reviewed periodically. Any review will consider comments and complaints since the last review and any other factors affecting the policy or its implementation.

DRAFT

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: Street Sweeper Trade/Replacement
DATE: 11/30/2023

Action Requested: To discuss options on upgrading our 2009 Street Sweeper.

Background: Our current 2009 Street Sweeper is up for replacement in 2024. The Capital Plan currently has a 6-year replacement. The last 2 sweepers that we have purchased were in the 7-8 years of age.

A salesmen brought down a new demo for us to tryout to see what we thought which included all the newer upgrades since the 2017 model. The main upgrade is that the unit is all hydraulic driven including main broom, curb brooms and conveyor operation versus chain driven.

Just to see the numbers, I received a quote for a new 2024 Pelican and a 2017 Pelican. The quote also includes a discount for money spend on repairs in the last 4 years plus trade for our 2009. I also attached the agreement for the purchase of the 2009 for comparison.

The current Capital Plan shows \$91,237 for 2024 which is \$37,263 over.

I did discuss options as we do with our John Deere Loader, Toolcat, and mowers, buying new and trading ever 3 years. I also discussed weekly renting options. Renting options rates are high and you get it when there is availability and if the weather is bad, you still get it for that week rented.

We roughly put on around 140 hours per week. Spring Clean-up-2 week, Summer-2 days, Western Days week-10 hours, Early Fall- 2 days, Fall Leaf Pickup-2 weeks.

2017 model have the new upgrades, but I have reached out for other older model options.

Thank you for your time,
Brian Burkholder



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: NEW PELICAN- CITY OF CHATFIELD MN

Invoice To: CITY OF CHATFIELD
21 Se 2Nd St
Chatfield MN 55923

Branch 01 - ST PAUL MN		
Date 11/01/2023	Time 20:09:05 (O)	Page 1
Account No CHATF001	Phone No 5078673810	Est No 00 Q03220
Ship Via		Purchase Order
Tax ID No		
TONY COCCHIARELLA		Salesperson 189

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/24/2023 Amount

NEW 2024 ELGIN PELICAN NP 295506.00

*

PRICING PER MN STATE CONTRACT:

MN STATE CONTRACT

EXPIRATION DATE- FEB. 28TH, 2024

S-843(5)

190619

*

*

*

BASE PRICE-----\$259,108.00

2.2.31-BATTERY DISCONNECT-----STANDARD

2.2.32-HYDRAULIC LEVEL AND TEMP SHUTDOWN---STANDARD

2.2.52-LED STROBE W/WIRING AND GUARD (DUAL) -\$990.00

2.2.53-FRONT LIGHT MOUNTING RAIL-----\$825.00

2.2.54-2 FORWARD FACING LIGHTS MNT ON RAIL--\$1,525.00

2.2.55-LED STOP/TAILO/TURN/CLEARANCE LIGHTS--STANDARD

2.2.56-LED LIGHTS IN BATTERY COVER-----\$1,535.00

2.2.57-LIMB GUARD (EACH) (RH ONLY) -----\$1,600.00

2.2.58-LED ARROWSTIC-----\$2,085.00

2.2.59-TWO REAR FLOODS & BACKUP LIGHT-----STANDARD

2.2.71-LOWER ROLLER WASHOUT-----STANDARD

2.2.81-DUAL GUTTER BROOM-----\$13,790.00

2.2.82-AM/FM RADIO W/MAP LIGHTS-----STANDARD

2.2.83-HIGH BACK AIR RIDE SEAT(RH ONLY) ----\$1,225.00

2.2.84-HEATED MOTORIZED MIRRORS-----\$1,560.00

2.2.86-AUTO LUBE, DUAL W/GRSBLE DIRT SHOES--\$9,175.00

2.2.89-REAR VIEW CAMERA SYSTEM-----STANDARD

2.2.89.2-BROOM TILT WITH POSITION INDICATOR(RH ONLY) -----\$2,088.00

*

*

DELIVERY AND TRAINING INCLUDED



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: NEW PELICAN- CITY OF CHATFIELD MN

Branch		
01 - ST PAUL MN		
Date	Time	Page
11/01/2023	20:09:05 (O)	2
Account No	Phone No	Est No 00
CHATF001	5078673810	Q03220
Ship Via		Purchase Order
Tax ID No		
TONY COCCHIARELLA		Salesperson 189

Invoice To: CITY OF CHATFIELD
21 Se 2Nd St
Chatfield MN 55923

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/24/2023 Amount

Authorization: _____ Subtotal: 295506.00
Quote Total: 295506.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: USED PELICAN- CITY OF CHATFIELD MN

Branch 01 - ST PAUL MN		
Date 11/01/2023	Time 20:11:41 (O)	Page 1
Account No CHATF001	Phone No 5078673810	Est No 00 Q03221
Ship Via		Purchase Order
Tax ID No		
TONY COCCHIARELLA		Salesperson 189

Invoice To: CITY OF CHATFIELD
21 Se 2Nd St
Chatfield MN 55923

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/24/2023 Amount

USED 2017 ELGIN PELICAN 162500.00

*

*

ESTIMATE MILES/HOURS (WILL UPDATE ONCE IN POSSESSION)

MILES: 16,445

HOURS: 4,648

*

*

OPTION CONTENT:

ELGIN PELICAN NP

JOHN DEERE DIESEL ENGINE

AM//FM RADIO

HIGH BACK AIR RIDE SEAT - RH

HEATED MOTORIZED MIRRORS

DUAL GUTTER BROOMS

✓ BROOM TILT W/ INDICATOR IN CAB - RH

✓ REAR VIEW CAMERA- MONITOR ON DASH

HYD. LEVEL & TEMP SHUTDOWN

LED STOP/TURN/TAIL LIGHTS

LED STROBE - LH

TWO REAR FLOOD & BACK UP LIGHTS

LOWER ROLLER WASHOUT

*

*

CURRENT ASKING PRICE OF \$175,000.00

DEDUCT (\$12,500) TO HELP COVER SOME OF THE REPAIR COST FROM
THE LAST 4 YEARS ON 2009 PELICAN.

*

*

DELIVERY AND TRAINING INCLUDED IN PRICE

*

AN ADDITIONAL TRAINING WILL BE COVERED BY MACQUEEN. AFTER
3-4 WEEKS OF USE, TRAINER WILL COME BACK AND GO THROUGH



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: USED PELICAN- CITY OF CHATFIELD MN

Branch 01 - ST PAUL MN		
Date 11/01/2023	Time 20:11:41 (O)	Page 2
Account No CHATF001	Phone No 5078673810	Est No 00 Q03221
Ship Via		Purchase Order
Tax ID No		
TONY COCCHIARELLA		Salesperson 189

Invoice To: CITY OF CHATFIELD
21 Se 2nd St
Chatfield MN 55923

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/24/2023 Amount

OPERATIONS AND MAINTENANCE ITEMS.

Trade Ins

=====

Serial #: NS0926S

34000.00-

2009 ELGIN PELICAN NS (MECHANICAL)

MILES: 31,850

HOURS: 6,375

Authorization: _____

Subtotal: 128500.00

Quote Total: 128500.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL







MQ MACQUEEN EQUIPMENT

1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417
Fax: 651-645-6668

No By: Dec 12, 2017

Ship To: CITY OF CHATFIELD
21 S.E. 2ND STREET 55923

Invoice To: CITY OF CHATFIELD
21 SE 2ND ST
CHATFIELD MN 55923

Branch 01 - MACQUEEN EQUIP		
Date 11/28/2017	Time 13:40:37 (O)	Page 1
Account No CHATF001	Phone No 5078673810	Est No 02 Q00645
Ship Via SHOP	Purchase Order SIGNATURE	
Tax ID No		
MICHAEL PURDY		Salesperson 131

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 12/28/2017 Amount

Stock #: C001818 Serial #: NS0926S 105000.00
Used 2009 EL PELICAN NS
ELGIN PELICAN NS DUAL
Dual Mechanical Gutter Brooms
Tier 3 John Deere 4045 TF Diesel
AM/FM Radio CD Player w/ Map Lights
High Back Air Ride Seats
Heated Motorized Mirrors
Broom Hour Meter
Engine Pre Cleaner
Hydraulic Temp/Level Shutdown
Strobe Light w/ Wiring & Guard
Lower Roller Washout
Service Manual

MACQUEEN USED EQUIPMENT CERTIFICATION INCLUDES:
ALL WORK COMPLETED IN THE "IMPROVE PERFORMANCE"
& NON-FUNCTIONAL SECTION. 1 YEAR WARRANTY ON WORK
COMPLETED. (1) SEASON WARRANTY ON MODULE UNIT.
WORK TO BE COMPLETED BY FACTORY CERTIFIED MECHANICS
USING O.E.M MANUFACTURE PARTS. UNIT TO BE CLEANED AND
DETAILED.

DELIVERY AND OPERATION TRAINING PROVIDED BY
MACQUEEN EQUIPMENT.

Trade Ins
=====

2002 PELICAN 12500.00-
Serial #: NS0926S

80% OF SERVICE WORK ORDER 6745.00-
Serial #: WORK ORDER

Quality Environmental Solutions and Support



MACQUEEN EQUIPMENT
GROUP

www.macqueeneq.com

MQ MACQUEEN EQUIPMENT

1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417
Fax: 651-645-6668

Ship To: CITY OF CHATFIELD
21 S.E. 2ND STREET 55923

Invoice To: CITY OF CHATFIELD
21 SE 2ND ST
CHATFIELD MN 55923

Branch 01 - MACQUEEN EQUIP		
Date 11/28/2017	Time 13:40:37 (O)	Page 2
Account No CHATF001	Phone No 5078673810	Est No 02 Q00645
Ship Via SHOP		Purchase Order SIGNATURE
Tax ID No		
MICHAEL PURDY		Salesperson 131

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 12/28/2017 Amount

Authorization: _____

[Handwritten Signature]
[Handwritten Initials]

Subtotal: 85755.00
Quote Total: 85755.00

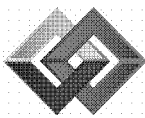
Quality Environmental Solutions and Support

www.macqueeneq.com



MACQUEEN EQUIPMENT
GROUP

CITY OF CHATFIELD			CAPITAL GOODS REPLACEMENT PLAN												Public Works Department			Sep-22			
ITEM	Year of Acquisition	2022 Cost	Years of Use	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	ITEM					
Dump Truck (Net Cost)	2020	\$ 7,500	16	\$ -	\$ 7,725	\$ 7,957	\$ 8,195	\$ 8,441	\$ 8,695	\$ 8,955	\$ 9,224	\$ 9,501	\$ 9,786	\$ -	\$ 10,382	Dump Truck					
Pick-up Truck: 1 ton extended cab	2016	\$ 9,300	12	\$ 9,300	\$ 9,579	\$ 9,866	\$ 10,162	\$ 10,469	\$ 10,781	\$ 11,105	\$ 11,438	\$ 11,781	\$ 12,134	\$ 12,498	\$ 12,873	Pick-up Truck					
John Deere Galor	2022	\$ 8,000	12	\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004	\$ 9,274	\$ 9,552	\$ 9,839	\$ 10,134	\$ 10,438	\$ 10,751	\$ 11,074	John Deere Galor					
Bucket Truck	2013	\$ 34,000	10	\$ 34,000	\$ 35,071	\$ 36,071	\$ 37,153	\$ 38,267	\$ 39,415	\$ 40,598	\$ 41,816	\$ 43,070	\$ 44,362	\$ 45,693	\$ 47,064	Bucket Truck					
Dump Truck (Net Cost)	2011	\$169,000	15	\$169,000	\$174,070	\$179,292	\$184,671	\$190,211	\$195,917	\$201,795	\$207,849	\$214,084	\$220,507	\$227,122	\$233,935	Dump Truck					
Front End Loader (Net Cost)	2021	\$25,000	3	\$25,000	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619	\$33,598	\$34,605	Front End Loader (Net Cost)					
Street Sweeper (Net Cost)	2007	\$85,000	6	\$85,000	\$88,580	\$92,237	\$95,975	\$99,794	\$103,698	\$107,689	\$111,769	\$115,932	\$120,180	\$124,513	\$128,932	Street Sweeper (Net Cost)					
Flusher (1990 model)	2009	\$13,000	10	\$13,000	\$13,360	\$13,792	\$14,205	\$14,632	\$15,071	\$15,523	\$15,998	\$16,488	\$16,992	\$17,471	\$17,965	Flusher (1990 model)					
ToolCat (Net Cost)	2022	\$15,000	3	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$18,999	\$19,566	\$20,149	\$20,764	ToolCat (Net Cost)					
ToolCat Broom	2019	\$2,700	6	\$2,700	\$2,781	\$2,864	\$2,950	\$3,039	\$3,130	\$3,224	\$3,321	\$3,420	\$3,523	\$3,629	\$3,737	ToolCat Broom					
ToolCat Brushroll	2015	\$5,700	12	\$5,700	\$5,871	\$6,047	\$6,229	\$6,415	\$6,608	\$6,805	\$7,010	\$7,221	\$7,437	\$7,660	\$7,890	ToolCat Brushroll					
ToolCat Snowblower	2015	\$8,000	9	\$8,000	\$8,240	\$8,487	\$8,742	\$9,004	\$9,274	\$9,552	\$9,839	\$10,134	\$10,438	\$10,751	\$11,074	ToolCat Snowblower					
ToolCat Forks & Bucket	2015	\$2,000	12	\$2,000	\$2,050	\$2,122	\$2,195	\$2,251	\$2,319	\$2,388	\$2,460	\$2,534	\$2,610	\$2,688	\$2,768	ToolCat Forks & Bucket					
Sno-Go Snow Blower (Net Cost)	2010	\$80,000	10	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041	\$92,742	\$95,524	\$98,390	\$101,342	\$104,382	\$107,513	\$110,739	Sno-Go Snow Blower (Net Cost)					
Pilot Equipment for pickup (1)	2021	\$7,700	12	\$7,700	\$7,931	\$8,169	\$8,414	\$8,666	\$8,925	\$9,194	\$9,470	\$9,754	\$10,047	\$10,348	\$10,659	Pilot Equipment for pickup (1)					
Pilot Equipment for pickup (1)	2007	\$7,700	12	\$7,700	\$7,931	\$8,169	\$8,414	\$8,666	\$8,925	\$9,194	\$9,470	\$9,754	\$10,047	\$10,348	\$10,659	Pilot Equipment for pickup (1)					
Grapple	2021	\$6,600	12	\$6,600	\$6,858	\$7,124	\$7,397	\$7,679	\$7,970	\$8,269	\$8,577	\$8,894	\$9,217	\$9,545	\$9,878	Grapple					
ToolCat Sander	2021	\$2,500	6	\$2,500	\$2,575	\$2,652	\$2,732	\$2,814	\$2,898	\$2,985	\$3,075	\$3,167	\$3,262	\$3,360	\$3,461	ToolCat Sander					
Office Computer	2019	\$1,000	4	\$1,000	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159	\$1,194	\$1,230	\$1,267	\$1,305	\$1,344	\$1,384	Office Computer					
Printer	2022	\$350	4	\$350	\$361	\$371	\$382	\$394	\$406	\$418	\$430	\$443	\$457	\$470	\$484	Printer					
Office Desk / Credenza	2006	\$2,400	20	\$2,400	\$2,472	\$2,546	\$2,623	\$2,701	\$2,782	\$2,865	\$2,952	\$3,040	\$3,131	\$3,225	\$3,322	Office Desk / Credenza					
Office Chair	2007	\$500	7	\$500	\$515	\$530	\$546	\$563	\$580	\$597	\$615	\$633	\$652	\$672	\$692	Office Chair					
Snow Pusher	2018	\$20,000	6	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095	\$26,878	\$27,685	Snow Pusher					
Radios (5)	2002	\$27	15	\$ -	\$ 28	\$ 29	\$ 30	\$ 30	\$ 31	\$ 32	\$ 33	\$ 34	\$ 35	\$ 36	\$ 37	Radios (5)					
Carpet 20 sq yds	2002	\$ 27	20	\$ 27	\$ 28	\$ 29	\$ 30	\$ 30	\$ 31	\$ 32	\$ 33	\$ 34	\$ 35	\$ 36	\$ 37	Carpet 20 sq yds					
Roof - 4th Street Building	2005	\$ 17,000	20	\$ -	\$ 17,510	\$ 18,035	\$ 18,576	\$ 19,134	\$ 19,708	\$ 20,299	\$ 20,908	\$ 21,535	\$ 22,181	\$ 22,847	\$ 23,532	Roof - 4th Street Building					
Overhead Doors (3) 4th St. Bldg	2006	\$ -	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Overhead Doors (3) 4th St. Bldg					
Service Doors (2) - 4th St. Bldg	2019	\$ 6,000	20	\$ -	\$ 6,180	\$ 6,365	\$ 6,556	\$ 6,753	\$ 6,956	\$ 7,164	\$ 7,379	\$ 7,601	\$ 7,829	\$ 8,063	\$ 8,305	Service Doors (2) - 4th St. Bldg					
Heating System - 4th St. Bldg	2020	\$ -	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Heating System - 4th St. Bldg					
Lighting System - 4th St. Bldg	2020	\$ -	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Lighting System - 4th St. Bldg					
Tuckpointing - 4th St. Bldg	2020	\$ -	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Tuckpointing - 4th St. Bldg					
Building - Greenway		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Building - Greenway					
Building - Ready Mix		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Building - Ready Mix					
Property - Ready Mix		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Property - Ready Mix					
Outdoor Warning Sirens (4)	1993/95/99/09	\$ -	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Outdoor Warning Sirens (4)					
Total Cash to be Spent Each Year		\$ -		\$ (48,360)	\$ (14,420)	\$ (112,455)	\$ (65,401)	\$ (51,942)	\$ (205,003)	\$ (166,956)	\$ (144,222)	\$ (173,535)	\$ (32,380)	\$ (10,659)	\$ -	Total Cash to be Spent					
Annual Funding Allocation		\$ -		\$ (2,000)	\$ (2,250)	\$ (2,500)	\$ (2,750)	\$ (3,000)	\$ (3,250)	\$ (3,500)	\$ (3,750)	\$ (4,000)	\$ (4,250)	\$ (4,500)	\$ (4,750)	Annual Funding Allocation					
Adjustment to reconcile EOY		\$ -		\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	\$ (75,000)	Adjustment to reconcile EOY					
Reserve Fund Balance End of 2021		\$ 67,452		\$ 96,481	\$ 160,190	\$ 130,606	\$169,669	\$ 195,334	\$ 80,183	\$114,384	\$ 208,912	\$ 163,877	\$ 91,477	\$ 161,712	\$ 258,105	Reserve Fund Balance					



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: 2014 ELGIN PELICAN NP-CHATFIELD

Invoice To: CITY OF CHATFIELD
21 Se 2Nd St
Chatfield MN 55923

Branch 01 - ST PAUL MN		
Date 12/04/2023	Time 20:26:33 (O)	Page 1
Account No CHATF001	Phone No 5078673810	Est No 01 Q03253
Ship Via		Purchase Order
Tax ID No		
TONY COCCHIARELLA		Salesperson 189

EQUIPMENT ESTIMATE - NOT AN INVOICE

--- Description ** Q U O T E ** EXPIRY DATE: 01/03/2024 Amount

USED 2014 ELGIN PELICAN NP 142000.00

*

*

APPROXIMATE DELIVERY IN LATE APRIL TO EARLY MAY 2024

*

SERIAL #: NP30208

ENGINE: JOHN DEERE

HOURS: 3585

MILES: 17800

DUAL GUTTER BROOM

DUAL STROBE

LIGHTS IN BATTERY COVER

DUAL REAR FLOODS

CARBIDE DIRT SHOES

RIGHT HAND LIMB GUARD

RIGHT HAND GUTTER BROOM TILT

A/C

BACK-UP CAMERA

RADIO

DUAL STROBES

FRONT STROBES IN LIGHT BAR

*

CURRENT ASKING PRICE OF \$154,500.00

DEDUCT (\$12,500) TO HELP COVER SOME OF THE REPAIR COST FROM
THE LAST 4 YEARS ON 2009 PELICAN.

*

DELIVERY AND TRAINING INCLUDED IN PURCHASE

Trade Ins

=====

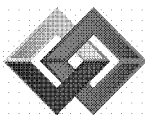
Serial #: NS0926S

2009 PELICAN- MECHANICAL

MILES- 31,850

HOURS- 6,375

34000.00-



MACQUEEN
EQUIPMENT



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EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: 2014 ELGIN PELICAN NP-CHATFIELD

Invoice To: CITY OF CHATFIELD
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Chatfield MN 55923

Branch 01 - ST PAUL MN		
Date 12/04/2023	Time 20:26:33 (O)	Page 2
Account No CHATF001	Phone No 5078673810	Est No 01 Q03253
Ship Via		Purchase Order
Tax ID No		
TONY COCCHIARELLA		Salesperson 189

EQUIPMENT ESTIMATE - NOT AN INVOICE

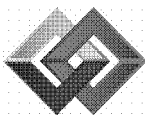
Description ** Q U O T E ** EXPIRY DATE: 01/03/2024 Amount

Subtotal: 108000.00

Authorization: _____

Quote Total: 108000.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: USED 2014 ELGIN PELICAN- CHATFIELD

Invoice To: CITY OF CHATFIELD
21 Se 2Nd St
Chatfield MN 55923

Branch 01 - ST PAUL MN		
Date 12/04/2023	Time 20:47:48 (O)	Page 1
Account No CHATF001	Phone No 5078673810	Est No 00 Q03254
Ship Via		Purchase Order
Tax ID No		
TONY COCCHIARELLA		Salesperson 189

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 01/03/2024 Amount

USED 2014 ELGIN PELICAN NP 147000.00

*

SERIAL # NP30287

ENGINE: JOHN DEERE

HOURS: 2,900

MILES: 12,500

DUAL GUTTER BROOM

DUAL STROBE- BLUE & AMBER

LIGHTS IN BATTERY COVER

DUAL REAR FLOODS

CARBIDE DIRT SHOES

RIGHT HAND LIMB GUARD

RIGHT HAND GUTTER BROOM TILT

A/C

RADIO

BACK-UP CAMERA

*

*

CURRENT ASKING PRICE OF \$159,500.00

DEDUCT (\$12,500) TO HELP COVER SOME OF THE REPAIR COST FROM
THE LAST 4 YEARS ON 2009 PELICAN.

*

DELIVERY AND TRAINING INCLUDED IN PRICE

Trade Ins

=====

Serial #: NS0926S 34000.00-

2009 ELGIN PELICAN NS

MILES: 31,850

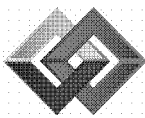
HOURS: 6,375

Subtotal: 113000.00

Quote Total: 113000.00

Authorization: _____

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www.macqueengroup.com



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: USED 2014 ELGIN PELICAN- CHATFIELD

Invoice To: CITY OF CHATFIELD
21 Se 2Nd St
Chatfield MN 55923

Branch 01 - ST PAUL MN		
Date 12/04/2023	Time 20:47:48 (O)	Page 2
Account No CHATF001	Phone No 5078673810	Est No 00 Q03254
Ship Via		Purchase Order
Tax ID No		
TONY COCCHIARELLA		Salesperson 189

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 01/03/2024 Amount

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE

WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

Memorandum

To: Public Works Committee

From: Michele Peterson

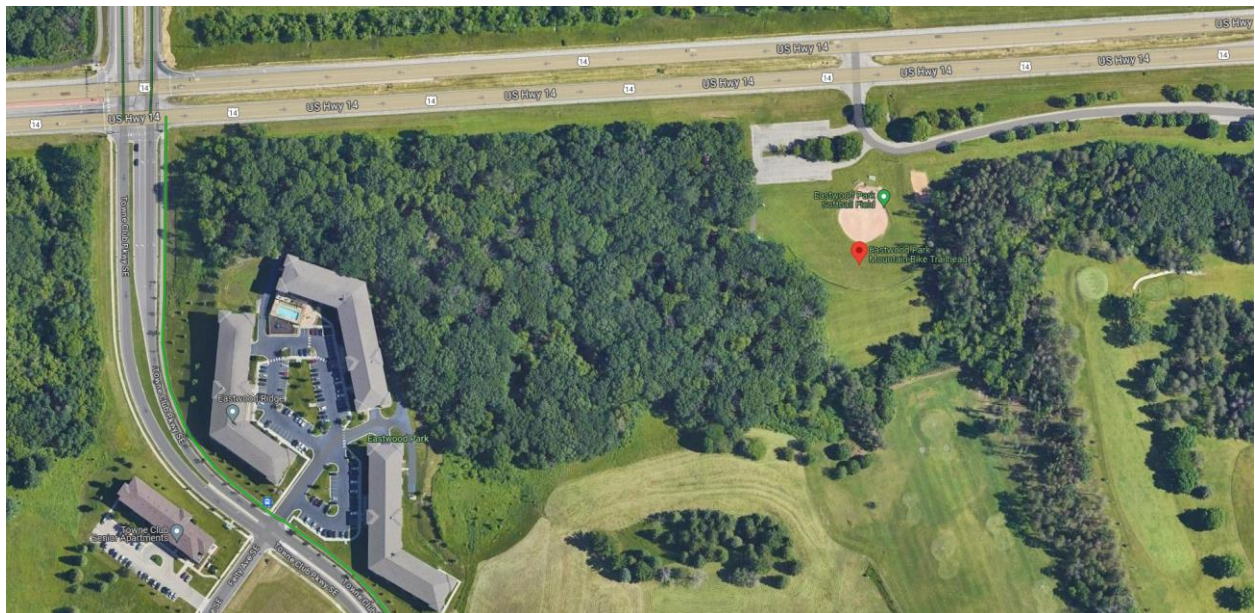
Date: November 16, 2023

Mountain Bike Skills Course

Communication was sent to Gavin Carr (11/15/23) requesting links to existing sites.

Communication was sent to the City of Spring Valley (11/15/23): It was reported that there has not been a skills course in Spring Valley.

Communication was sent to the City of Rochester (11/15/23): No response received.



City of Lacrosse has the Upper Hixon Forest, with Pump Track:



Other Images:





From Gavin Carr: I found this quick 10 minute video that outlines exactly what a jump track is and how the different levels look like, and this particular one is a lot more fancy and big than we would do, but I hope you can watch this video since it would really help anyone understand.

https://youtu.be/Qot9g57vY34?si=Yq6xxJ2M5KJFsw_y

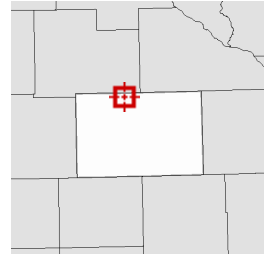


Beacon™

Fillmore County, MN



Overview



Legend

- Municipalities
- Road Centerlines

Parcel ID	260564000	Alternate ID	n/a
Sec/Twp/Rng	--	Class	958 - 5E MUNICIPAL-PUBLIC SERVICE-OTHER
Property Address	1496 LONE STONE CT SE CHATFIELD	Acreage	n/a
District	(2501) CHATFIELD CTY/SD0227		
Brief Tax Description	LONE STONE SUBDIVISION LOT-00C OUTLOT C LONE STONE SUBDIVISION SUBDIVISION		

(Note: Not to be used on legal documents)

Owner Address CITY OF CHATFIELD
21 2ND ST SE
CHATFIELD, MN 55923

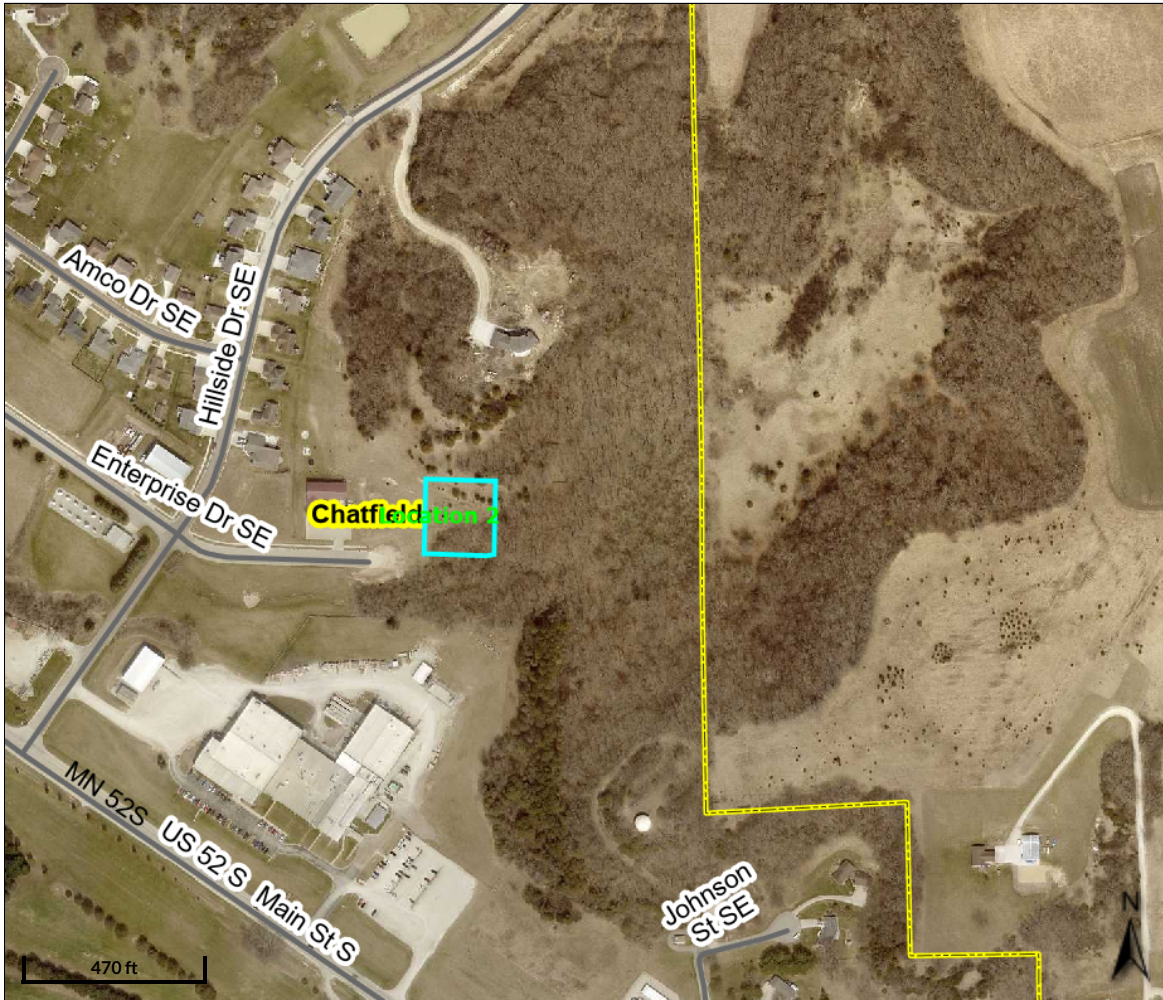
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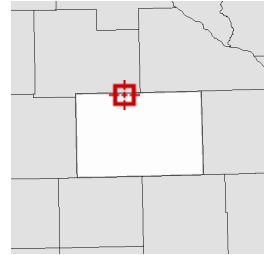


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Fillmore County, MN



Overview



Legend

- Municipalities
- Road Centerlines

Parcel ID	260669000	Alternate ID	n/a	Owner Address	CITY OF CHATFIELD, FILLMORE CO & OLMSTED CO
Sec/Twp/Rng	--	Class	958 - 5E MUNICIPAL-PUBLIC SERVICE- OTHER		21 SECOND ST SW
Property Address	1658 ENTERPRISE DR SE CHATFIELD	Acreage	n/a		CHATFIELD, MN 55923
District	(2501) CHATFIELD CTY/SD0227				
Brief Tax Description	FINGERSON & DONAHOE FIRST SUBD LOT-013 BLOCK-003 LOT 13 BLOCK 3 FINGERSON & DONAHOE FIRST SUBDIVISION BLOCK 3 FINGERSON & DONAHOE FIRST SUBDIVISION (Note: Not to be used on legal documents)				

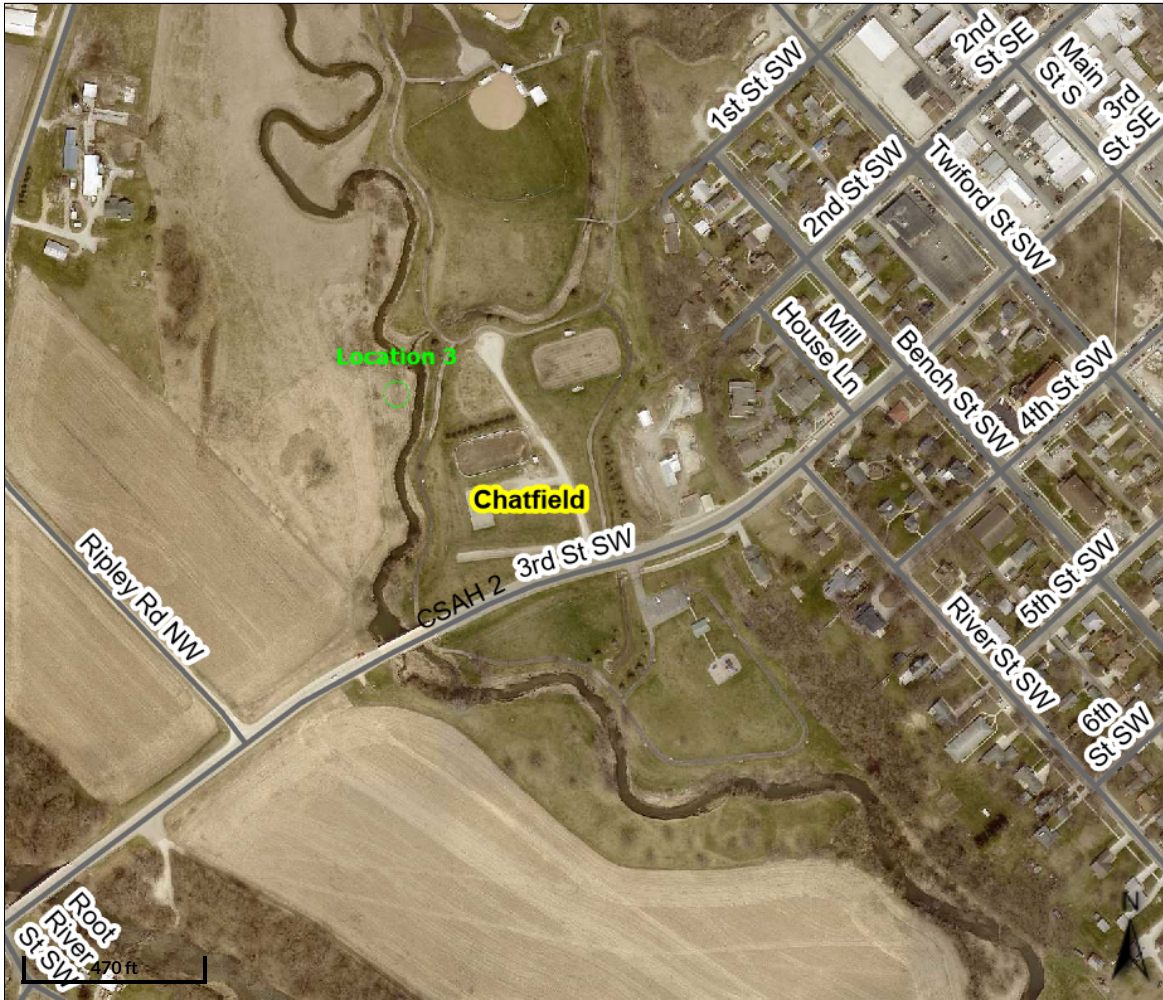
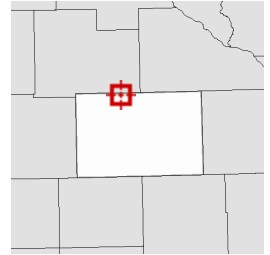
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Fillmore County, MN

**Overview****Legend**

- Municipalities
- Road Centerlines

Parcel ID	260468000	Alternate ID	n/a	Owner Address	CHOSEN VALLEY PROPERTIES,LLC
Sec/Twp/Rng	05-104-011				1265 WINONA ST SE
Property Address	1265 WINONA ST SE	Class	234 - 3A INDUSTRIAL LAND AND BUILDING		CHATFIELD, MN 55923
	CHATFIELD	Acreage	3.95		
District	(2501) CHATFIELD CTY/SD0227				
Brief Tax Description	SECT-05 TWP-104 RANGE-011 3.95 AC PT NW1/4 SE1/4 NORTH OF HWY 52 & SOUTH OF CTY 5 HWY 52 & SOUTH OF CTY 5				
	(Note: Not to be used on legal documents)				

Date created: 11/20/2023

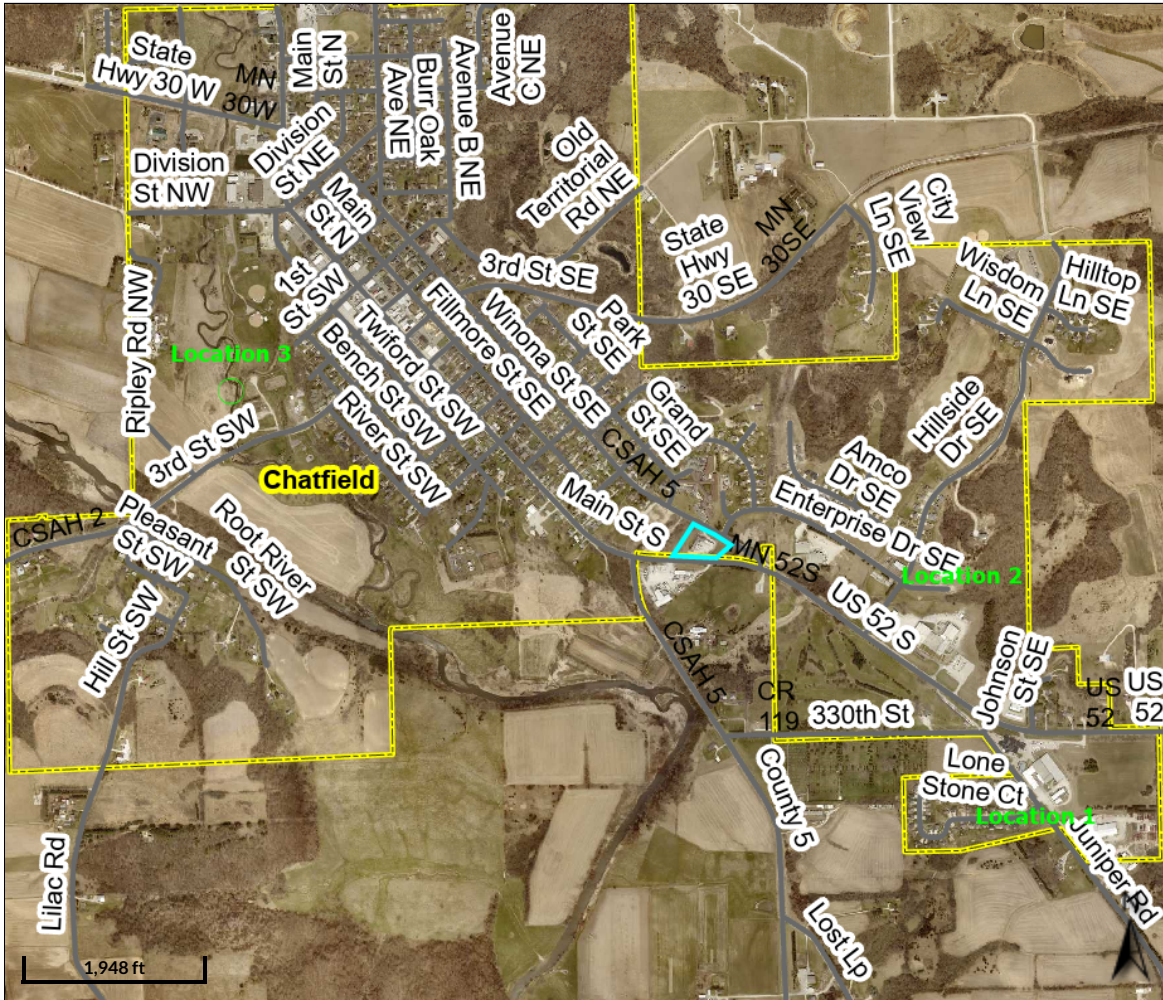
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Developed by Schneider GEOSPATIAL

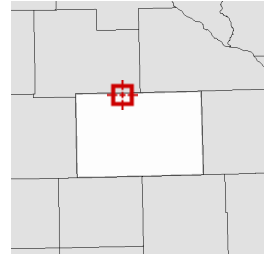


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Fillmore County, MN



Overview



Legend

- Municipalities
- Road Centerlines

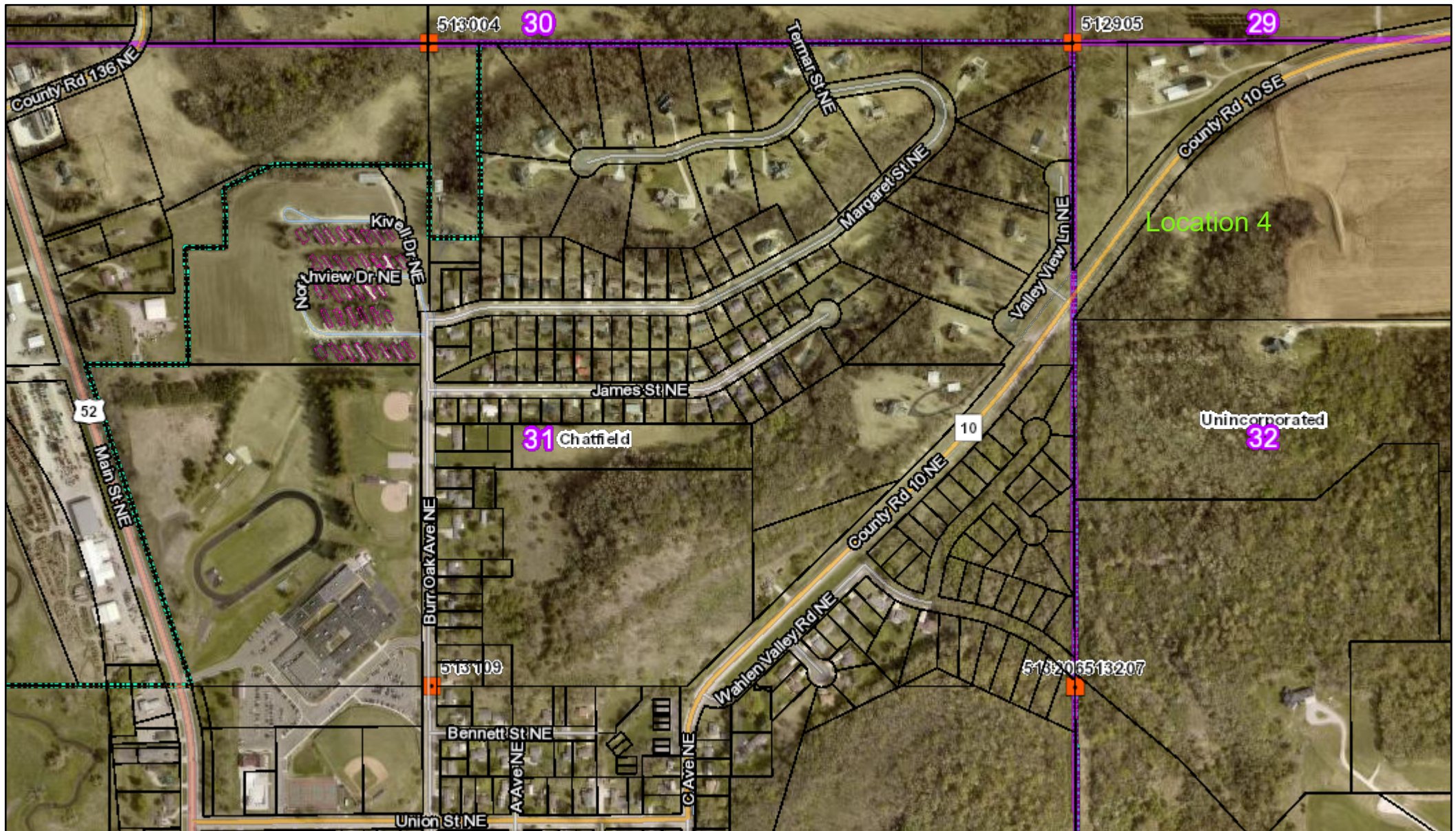
Parcel ID	260468000	Alternate ID	n/a	Owner Address	CHOSEN VALLEY PROPERTIES, LLC
Sec/Twp/Rng	05-104-011				1265 WINONA ST SE
Property Address	1265 WINONA ST SE	Class	234 - 3A INDUSTRIAL LAND AND BUILDING		CHATFIELD, MN 55923
	CHATFIELD	Acreage	3.95		
District	(2501) CHATFIELD CTY/SD0227				
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	(Note: Not to be used on legal documents)				

Date created: 11/20/2023

Last Data Uploaded: 11/20/2023 4:49:32 AM

Developed by  Schneider GEOSPATIAL

Add Map Title Here



11/20/2023, 11:13:20 AM

Centerlines

County State Aid Highway

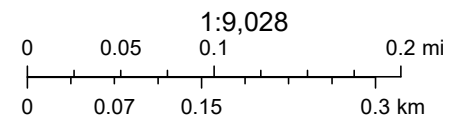
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Driveway With No Public Access

City Street

Interstate

County Road



Olmsted County, MN GIS Division and Olmsted County, MN Property Records and Licensing., Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap

Web AppBuilder for ArcGIS

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