Chatfield MINNESOTA

Public Works Committee Meeting Agenda Monday, February 12, 2024, 5:30 p.m. Fillmore Conference Room – Thurber Building

- 1. Public Works Committee Meeting Agenda, February 12, 2024, at 5:30 p.m.
 - A. Meeting Notes from January 8, 2024
 - B. City Engineer Craig Britton:
 - 1. Curb/Driveway Installation Winona Street
 - 2. Burr Oak Extension
 - C. Public Works Director Brian Burkholder
 - 1. Street Sweeper Replacement
 - 2. Drying Beds
 - 3. John Deere Loader Replacement / HLA Snow Pusher Replacement
 - D. Other
 - 1. Amco III Subdivision Plat Submission
 - 2. Mountain Bike Skills Course

Chatfield MINNESOTA

Public Works Committee Meeting Notes January 8, 2024

Members Present:	Councilors Mike Urban and Paul Novotny.
Members Absent:	None.
Others Present:	Brian Burkholder, Steven Schlichter, Shane Fox, Craig Britton, Mitch Irish,
	and Michele Peterson.

- A. Meeting Notes from December 11, 2023: Meeting notes were reviewed.
- B. City Engineer Craig Britton:
 - a. Pay Application #2 West Chatfield Project: Members reviewed the pay application and recommended forwarding to Council for consideration based on the engineer's recommendation for payment.
 - **b.** Curb/Driveway Installation Winona Street: Members reviewed the memo regarding the installation request. It was noted that the person making the request is not the registered owner of the property. Therefore, the registered property owners will be contacted to verify the request to reinstall the driveway as it was prior to the project. Discussion will be continued.

C. Public Works:

- **a. UV Repair:** A quote was received from the Trojan representative, and a meeting has been scheduled for February 20 for an onsite visit to verify the recommended repairs/updates.
- **b. Drying Beds:** Updated requirements and guidelines have been issued with relation to the existing reeds. Studies have found that the roots have grown farther into the sand than anticipated, therefore they have extended the timeline to replant, in an effort to ensure the old reeds have been destroyed. The state is now stating that all reeds in all beds must be destroyed prior to planting a new species. Although a new species is being tested, a recommendation has not been brought forward. Our team is conducting a test for destruction of the reeds including spraying, burning, and flooding. This course of action has not been taken in other biosolids plants. Discussion will be continued as new information becomes available.
- c. Street Sweeper Replacement: Members reviewed the memo noting the availability of used units currently. It was noted that options are limited, however the search will be continued. Discussion to be continued.
- **d.** Bulk Fuel Tank System: No further discussion was had beyond Personnel/Budget Committee.
- Water Tower Inspection: The water tower is in need of an inspection. Staff are requesting approval to contract with KLM in the amount of \$3,000 to complete an R.O.V. inspection. No concerns were noted, discussion will be forwarded to Council for consideration.
- **f.** Well Pump Maintenance: Members reviewed the request to approve Berguson-Casswell well pump maintenance agreement for the spring schedule. Total cos is estimated at a maximum of \$39,585, depending on if the motor is refurbished or

replaced. It was noted that the capital plan for water and sewer need to be reviewed for updates. It was recommended to forward the discussion to Council for consideration.

g. Shade Tree Disease Letters Response: The response was very good, and several trees have already been removed. There are three properties that have not responded to the certified letters sent out. It was requested that these properties be included with the other nuisance property concerns coming forward to Council.

D. Other:

- **a. Burr Oak Extension:** Peterson and Britton will review previous correspondence and files to understand funding opportunities and easements in the area. Discussion to be continued.
- **b.** Mountain Bike Skills Course: No additional information was presented.

INTEROFFICE MEMORANDUM

TO: Public Works Committee
FROM: Brian Burkholder, SCS
SUBJECT: Street Sweeper Trade/Replacement
DATE: 2/5/2024

Action Requested: To continue the discussion on options for 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. 2017 model have the new upgrades, but I have reached out for other older model options.

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.

There have been no other sweepers that have become available from McQueen Equipment, so our options are the 2017 and 2014 models. 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. We did look at other Commercial Traders and Machinery Traders finding a 2016 with 16,133 miles; 4,492 hrs. Not much out there.

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

I did discuss options on 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. I included rental cost options.

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.

With minimal options at this time and if we decide to not go with the 2017, another option is to keep push the sweeper back to 2025 and keep options open. This will also give us time to adjust the Street Capital Plan to support out future replacement plan.

Thank you for your time, Brian Burkholder

McQueen Equipment Notes: Salesman-Tony Cocchiarella

Dec. 6, 2023

Renting Options-

- 1. Per Week- \$4,850 + freight \$1,200 + Main Broom-\$750 + (2) curb brooms-\$350=\$7,150
- 2. Per Month (30 consecutive days)- \$14,500 + freight \$1,200 + Broom \$750 + 2 curb=\$16,800

*We roughly put on about 180 hours per year.

-Difference between a 2104 and 2017 is the rear wheel swing arm. Otherwise, all hydraulic driven.

*New Units- Heavy users trade every 5-7-year rotation

* If we purchase new- Low hours. Move to a 10-year rotation.

Dec. 12, 2023

- Tony (salesman) called asking of any questions or concerns that came up at the PW meeting.
- Stated that the 2017 could be an option with year and hours but our numbers our way off. Need to work on better numbers to reduce. He will work on the price for the 2017.
- Options- didn't know what all options came with the 2017 sweeper. He will send pictures.
- In the next two weeks, Tony will work on more price options on other 2016, 2017, and 2018 models.
- Stated that 2007, new style w/mechanical curb broom. 2013 changed to all hydraulic driven and curb broom.
- Will have more info to me by Jan 8th for next meeting.

Jan. 2, 2024

 Going to send quote for a 2016. No pictures until April/May. He has 2014 and 2016 with higher hours and miles but suggests the 2014 and 2016 he sent. Been reaching out to other MacQueen sales reps for more options.

Jan. 3, 2024

 Asked about some wiggle room on price. Possibly if they do not need to put s much into it after inspection. Typically, they put roughly \$20,000-\$35,000 into machines before resale. If it is on the lower end, there would be some wiggle room. The 2017 is not on the market yet but the 2014's are.

Jan 9th, 2024

- Salesman called inquiring on meeting updates. I stated that committee member asked what city the 2017 is located and more info and pictures. Another member asked what other companies have for sale. Tony will work on getting more pictures and possibly take us to look at it not to far from Chatfield. Would not state the city.

Feb 5, 2024

No new sweepers or updates from salesman. Looked at Commercial Traders-2016- 16,133 miles;
 4,492 hours- \$145,000. Machinery Traders- What we were looking at were sold.



Ship To: 2014 ELGIN PELICAN NP-CHATFIELD

Branch 01 - ST PAUL MN Date Time Page 1 20:26:33 (0) 12/04/2023 Phone No Est No 01 Account No 5078673810 Q03253 CHATF001 Ship Via **Purchase Order** Tax ID No Salesperson TONY COCCHIARELLA 189

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

HOURS- 6,375

EQUIPMENT ESTIMATE - NOT AN INVOICE

** Q U O T E ** Description 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 34000.00-2009 PELICAN- MECHANICAL MILES- 31,850



Ship To: 2014 ELGIN PELICAN NP-CHATFIELD

Invoice To: CITY OF CHATFIELD

21 Se 2Nd St

Chatfield MN 55923

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

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	**	Q	U	0	т	Е	**	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



Ship To: USED 2014 ELGIN PELICAN- CHATFIELD

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

Authorization:

Date	Time			Page
12/04/2023	20:	47:48	(0)	1
Account No	Phone No			Est No 00
CHATF001	507	867381	0	Q03254
Ship Via		Purchase	Order	
Tax ID No				
TONY COCCHI	ARELLA			sperson 189

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** O 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





Ship To: USED PELICAN- CITY OF CHATFIELD MN

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

Date	Time		1	Page
12/04/2023	20:	32:10 (O)		1
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TONY COCCHI		189		

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description

*

EXPIRY DATE: 12/29/2023

Amount

162500.00

USED 2017 ELGIN PELICAN

* ESTIMATE MILES/HOURS (WILL UPDATE ONCE IN POSSESSION) MILES: 16,445 HOURS: 4,648 *

** Q U O T E **

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 TRAIING INCLUDED IN PRICE AN ADDITIONAL TRAINING WILL BE COVERED BY MACQUEEN. AFTER



Ship To: USED PELICAN- CITY OF CHATFIELD MN

MacQueen Equipment 1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Date	Time		Page
12/04/2023	20:	32:10 (0)	2
Account No	Phone No		Est No 01
CHATF001	507	8673810	Q03221
Ship Via		Purchase Orde	er
Tax ID No			
		Sa	lesperson
TONY COCCHI	ARELLA		189

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description

EXPIRY DATE: 12/29/2023

Amount

34000.00-

OPERATIONS AND MAINTENANCE ITEMS.

Chatfield MN 55923

Invoice To: CITY OF CHATFIELD 21 Se 2Nd St

Trade Ins

** Q U O T E **

Serial #: NS0926S 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

Street Sweeper Parts	Sweeper Vacuum Ti	ruck Trucks for Sale	
1			Aug 6 - \$116.5K (High)
		\$151K	
		\$105K •	•
	A CONTRACTOR OF THE OWNER	\$75K	
		nut	Aug
		U US eBay ①	\$116,500.00 Visit site
		🕞 Free shipping	
escription			
his 2014 Elgin Pelican NP Street S	weeper is a reliable and offic	cient ride on sweeper that com	ac with Madvac, Johnston Allianz
/ith only 14957 miles and 3479 ho			nes with Madvac, Johnston, Allianz. areas quickly and effectively.
pecifications			
Model	Street Sweeper		
make	Elgin Pelican		
year	2014		
លនេះ ស៊ី អ្នក			
Price History			-391 Krist-181
Highest price in 8 mont	ths		
\$151K			
		High \$116.5K	
Low \$106.5K		•	
\$105K			
			ALL PRODUCTION AND AND AND AND AND AND AND AND AND AN
\$75K		Aun	
\$75K Jun		Aug	
		Aug	
nn	P Street Sweeper 14057		
	'P Street Sweeper, 14957 mi		
Jun ds related to: 2014 Elgin Pelican N		3479Hr, Madvac, Johnston,	

<



Used 2016 ELGIN Street Sweepe Pelican NP For Sale

AVAILABLE Stock # Z001867

\$145,000

Custom Rebuilt

Popularity Stats Seen 4 times (lost 30 doys)

- Be the first user to .
- ٠ The price has not decreased recently

Description

Unit Z001867 Equipped as Follows:

- 2016 Elgin Pelican NP Mechanical Street Sweeper
- John Derre 4045 Tier 4 Aux Engine
 Hydraulic Level Shutdown
 Right Hand Side Broom Tilt
 Lifetime Hopper
 Greaseable Dirt Shoes
 Dual Limb Guards

- Dual Limb Guards
 Auto Lube
 Lower Conveyor Washout
 Right Hand Hi-Back Air Seat
 Radio / Spot Lights
 Approximately 16,133 Miles and 4,492 Hours

Message from Custom Rebuilt

Custom Rebuilt® is a leading supplier of remanufactured infrastructure maintenance equipment. Our areas of expertise include:

- Sewer Cleaning Equipment
- Street Sweepers
 Sewer Inspection Cameras
 Refuse Equipment

From Initial equipment assessment and systems analysis to jointly determining a remanufacturing plan that's right for your application, needs and budget, Custom Rebuilt® is here to provide a total turnkey solution. We can also provide financing, delivery and training. Unlike equipment brokers and auctions, we take the guess work out of buying used equipment. All repair work is completed by our staff of factory certified technicians.

Custom Rebuilt	N SAMAN (N S S S			
Detailed Specific	ations			
-	1			
Condition:	Used			
Year:	2016			
rear	2010			
Make:	ELGIN			
Model:	Pelican NP			
Class:	INDUSTRIAL			
Category:	Street Sweeper			
Location:	Elmhurst, IL			
Stock Number:	Z001867			
View on Dealer's Web	site 🗹			

See more Equipment from this dealer Q









Have a question?

Custom Rebuilt: Hi, how can I help you?

INTEROFFICE MEMORANDUM

TO: PUBLIC WORKS COMMITTEE

FROM: STEVEN SCHLICHTER

SUBJECT: Reed Bed Update DATE: 2/6/2024

Action Requested: Discuss other options for reed beds.

Background:

After our discussion at the last Public Works Committee meeting, I have talked to Julia B. from the Dept. of Fisheries, Wildlife & Conservation Biology, Minnesota Aquatic Invasive Species Research Center University of Minnesota about the possibility of trying a new species of plant in our reed beds before killing them all off. At this time there isn't funding for a trial of a new plant so if we wanted to try a plant, we would have to fund it.

I have also talked with multiple people from the MPCA and with other Cities wastewater operators that are dealing with the invasive species of reeds. One City chose to haul out their biosolids without killing off the invasive reeds and let them grow back. I found this to be an interesting possible option so we had a meeting with Wideseth to discuss this and other possible options that might work for us.

At this point we are waiting to get a couple answers from Wideseth but now have a couple possible options available moving forward.

Thank you for your time, Steven Schlichter WWTF Superintendent

INTEROFFICE MEMORANDUM

TO:	Public Works Committee
FROM:	Brian Burkholder, SCS
SUBJECT:	John Deere Loader/HLA Snow Pusher Replacement
DATE:	2/5/2024

Action Requested: To consider the replacement of our current 2022 John Deere 524P loader and our current 2019 HLA Snow Pusher in 2025.

Background: Our current loader and snow pusher are due to be replaced in 2025. It was stated by the salesman that there will be most likely an increase in Nov. 2024 so if we were to move forward, we would need to order before Nov.

We met with both RDO and CAT to receive updated quotes, also included in the quotes is the option to add a 4.0-yard light material bucket for snow hauling. As you will notice, the cost for replacement has increase drastically causing our capital plan to be far behind. It was stated by the RDO salesman that there will be most likely an increase in Nov. 2024 so if we were to move forward, we would need to order before Nov. We did check into leasing options with CAT to see how that looked. The Capital Goods Plan is at \$27,318.

Our current 2019 HLA snow pusher is also up for replacement. I have included quotes for HLA, AMI, and Medal Pless options. We did go to the Preston Airport to look at their new Metal Pless and to Plainview to look at their AMI. These have also increased in price. The pusher was moved back 1 year to accommodate the install on the new loader. Capital Goods Plan is at \$21,855.

With the Streets Capital Goods Replacement Plan now being so far behind, it makes it tough to make a recommendation on these items. A couple options could be moving the loader and pusher back a year or two leaving us without a warranty or to increase the yearly percentage from 3% to 4% or 5% or both to keep up with the inflation increases. I do know that the loader is needed as well as the pusher if we continue to use it for plowing and downtown snow removal. The Metal Pless is a much heavier duty pusher that we could push out to 8-10 years on the plan, but the HLA or AMI are decent option if need be.

Thank you for your time, Brian Burkholder



RDO Equipment Co. 1236 60th Avenue NW Office A Rochester MN, 55901 Phone: (507) 282-8888 - Fax: (507) 282-9079

Investment Proposal Date: Pricing Valid Until: Deal Number: Customer Account#: Compact CE Sales Professional: Phone: Fax: Email: 1/16/2024 1/30/2024 1735493 3810023 Nate Jenson (507) 282-8888

njenson@rdoequipment.com

Comments

Contract #011723-JDC Member ID: 231419

Proposal for: CITY OF CHATFIELD

CHATFIELD, MN, 559231296

21 2ND ST SE

FILLMORE

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE 524P	\$324,985.00
			Customer Discount Sourcewell Contract #011723-JDC: 39% off Deere List	(\$125,700.00)
			Warranty -John Deere Comprehensive-36 Months, 1500 Hours,Deductible: 200, Exp Date: 1/16/2027	
			Equipment Subtotal:	\$199,285.00

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
1DW524PATNLZ15222	2022 JOHN DEERE 524P	\$0.00	422	(\$158,500.00)
			Total Trade in Value	(\$158,500.00
			Trade Balance Owed	: \$0.00
			Net Difference	(\$158,500.00

Durc	haca	Ordo	r Totals
Purc	lidse	Olde	I JULAIS

Balance:	\$40,785.00
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$40,785.00
Cash with Order:	\$0.00
Balance Due:	\$40,785.00

zquip	ment Options		
Qty	Serial Number	Year / Make / Model	Description
	TBD	2024 JOHN DEERE 524P	6021DW 524 P-Tier Wheel Loader
			0202 United States
			0259 English
			0351 Translated Text Labels
			0400 Standard Loader
			0451 Standard Z-BAR
			0613 Level 3 Trim
			0655 Level 2 Performance
			8065 Cold Weather Starting
			8295 Heated And Powered Exterior Mirrors
			8505 Guards - Transmission & Bottom
			8508 Auxiliary Equipment Package
			8042 Axle Oil Cooling and Filtration
			0951 Rear Camera (Primary Display)
			1100 Less Detection System
			1301 Left Side Steps
			183E JDLink™
			2201 Less Payload Scale w/ Cycle Counter
			4095 John Deere 6.8L - FT4/SV
			6522 Rear Counterweight & Rear Hitch w/ Pin
			7026 Joystick Controls
			7054 Three Function Hydraulics
			5117 Michelin XSNOPLUS - 20.5R25 L2 1-Star Radial Tires w/ 3 Po Rims
			5554 Full Coverage Front & Rear Fenders w/ Mudflaps
			7403 Hydraulic Coupler - JRB 416 Pattern
			7800 Less Bucket
			7465 Less Cutting Edge, Segments, and Teeth
			7500 Less Fork Frame
			7700 Less Tines



RDO Equipment Co. 1236 60th Avenue NW Office A Rochester MN, 55901 Phone: (507) 282-8888 - Fax: (507) 282-9079

> Investment Proposal Date: Pricing Valld Until: Deal Number: Customer Account#: Compact CE Sales Professional: Phone: Fax: Email:

1/16/2024 1/30/2024 1735493 3810023 Nate Jenson (507) 282-8888

njenson@rdoequipment.com

Comments

Contract #011723-JDC Member ID: 231419

CHATFIELD, MN, 559231296

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE 524P	\$334,306.00
			Customer Discount Sourcewell Contract #011723-JDC: 39% off Deere List	(\$125,700.00)
			Warranty -John Deere Comprehensive-36 Months, 1500 Hours,Deductible: 200, Exp Date: 1/16/2027	
			Equipment Subtotal:	\$208,606.00

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
IDW524PATNLZ15222	2022 JOHN DEERE 524P	\$0.00	422	(\$158,500.00)
			Total Trade in Value:	(\$158,500.00)
			Trade Balance Owed:	\$0.00
			Net Difference:	(\$158,500.00)

Balance:	\$50,106.00
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$50,106.00
Cash with Order:	\$0.00
Balance Due:	\$50,106.00

Proposal for: CITY OF CHATFIELD

21 2ND ST SE

FILLMORE

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 JOHN DEERE 524P	6021DW 524 P-Tier Wheel Loader
			0202 United States
			0259 English
			0351 Translated Text Labels
			0400 Standard Loader
			0451 Standard Z-BAR
			0613 Level 3 Trim:
			-140 Amp Alternator
			-30 Amp Converter -LED Lights
			-Heated/Ventilated Seat
			-Ride Control
			0655 Level 2 Performance:
			-Locking Front and Rear Differentials
			-Auto Diff Lock
			-Throttle Lock -Wheel Spin Control
			-5 Speed Powershift Transmission
			8065 Cold Weather Starting
			8295 Heated And Powered Exterior Mirrors
			8505 Guards - Transmission & Bottom
			8508 Auxiliary Equipment Package
			8042 Axle Oil Cooling and Filtration
			0951 Rear Camera (Primary Display)
			1100 Less Detection System
			1301 Left Side Steps
			183E JDLink™
			2201 Less Payload Scale w/ Cycle Counter
			4095 John Deere 6.8L - FT4/SV
			6522 Rear Counterweight & Rear Hitch w/ Pin
			7026 Joystick Controls
			7054 Three Function Hydraulics
			5117 Michelin XSNOPLUS - 20.5R25 L2 1-Star Radial Tires w/ 3 PG Rims
			5554 Full Coverage Front & Rear Fenders w/ Mudflaps
			7403 Hydraulic Coupler - JRB 416 Pattern
			7500 Less Fork Frame
			7700 Less Tines
			7831 4.00 YD Bucket (3.10 CM) LIGHT MATERIAL
			7458 BOLT ON CUTTING EDGES



213763-01

Feb 06, 2024

CITY OF CHATFIELD

21 2ND ST SE CHATFIELD, MN 55923-1204

Dear Brian Burkholder,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 926 Wheel Loaders

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Pauluk Territory Manager

Caterpillar Model: 926 Wheel Loaders

Standard Equipment

Coolant protection to -34C (-29F) Lubed for life driveshafts Hydrostatic transmission with electronic Fuel priming pump, automatic Fuel Water separator Cat C7.1 ACERT engine -Auto Idle shut down feature -Auto Engine RPM Differential lock in front axle Axle seal guards -Power modes (Standard and Performance) -Power by range (High power in range 4) -Tier 4 final/Stage V compliant -Turbocharged and aftercooled -Filtered crankcase breather -Diesel particulate filter -Selective catalyst reduction Dry type air cleaner Enclosed wet disc full hydraulic brakes Parking brake, electric control

HYDRAULICS Load sensing hydraulics and steering Seat mounted hydraulic joystick controls ELECTRICAL Alternator, 115-amp, heavy duty POWERTRAIN -Operator modes (TC, Hystat, Single Pedal and Ice) -Directional shift aggressiveness (Fast, Medium, Slow) -Auto Rimpull control, adjust wheel torque HYDRAULICS Automatic lift and bucket kickouts, adjustable in-cab Bucket and fork modes, adjustable in-cab Cylinder damping at kickout and mechanical end stops Fine mode control (fast, medium, slow) ELECTRICAL 12V power supply in cab (2) **OPERATOR ENVIRONMENT** Interior cab lighting, door Lunch box storage ELECTRICAL Batteries, 1,000 CCA (2) 24 volt system, disconnect switch Back up alarm Emergency shutdown switch LED rear stop and turn lights Heavy duty gear reduction starter **OPERATOR ENVIRONMENT** 75 mm (3 in) retractable seatbelt Automatic temperature control Cab, enclosed ROPS/FOPS pressurized and sound suppressed Push to Start 8 Inch Touch Screen Jog Dial with Screen Control OTHER STANDARD EQUIPMENT Recovery hitch with pin Remote mounted lubrication points **OPERATOR ENVIRONMENT** Seat mounted electronic implement controls, adjustable Sliding glass on the side windows Column mounted multi function control -lights, wipers, turn signal Suspension seat, fabric Tilt steering wheel Tinted front glass Wet arm wiper/washer, 2-speed and intermittent, front Wet arm wiper washer, rear OTHER STANDARD EQUIPMENT Large-access enclosure doors with adjustable close/open force

Cat Payload 250 hours of Demo

-Creeper control, adjust ground speed Single plane cooling package wide 6 fins per inch density Hydraulically driven demand cooling fan S-O-S port,engine,coolant,transmission oil

in Fork Mode Hydraulic response setting (fast, medium, slow) Hydraulic diagnostic connectors and S-O-S ports Hydraulic sight gauge, visible

Operator warning system indicators Radio ready speakers

Product Link Remote jump start post Resettable main and critical function breakers Roading lights front and rear

Programmable Joystick Cup holders External mirrors with lower parabolic Ground level cab door release Hydraulic control lockout Rear window defrost, electric

Vandalism protectionlockable compartments

Mounting Provision Gauges -Digital hour meter, odometer and tachometer -Digital ground speedometer and direction indicator -Engine coolant temperature gauge -Fuel and diesel exhaust fluid level indicator -Hydraulic oil temperature gauge

1000 hour Service Intervals (after initial 500)

Parallel lift loader linkage

MACHINE SPECIFICATIONS

REF #	DESCRIPTION	LIST PRICE
579-7700	926 14A WHEEL LOADER	\$240,861.63
	Australia, New Zealand and Japan.	
	Australia, New Zealand, Colombia and Japan.	
	Available for AM-N, Chile, Puerto Rico, EU Dealers, South Korea,	
	LANE 2 - AVAILABLE FROM CLAYTON FACTORY	
	LANE 2 - AVAILABLE FROM CLAYTON FACTORY.	
	LANE 3 - AVAILABLE FROM CLAYTON FACTORY	
	LANE 3 - AVAILABLE FROM CLAYTON FACTORY.	
	Serial Number Prefix K8E.	
593-8900	PREP PACK, UNITED STATES	\$0.00
579-7720	ENVIRONMENT, STANDARD	\$0.00
611-3021	WEATHER, COLD START 120V	\$3,806.93
593-8993	ENGINE	\$0.00
593-8911	STANDARD LIFT, COUPLER READY	\$722.77
333-6527	DIFFERENTIAL, LIMITED SLIP REAR	\$4,039.61
593-8913	HYDRAULICS, 3V	\$2,099.01
530-1623	LINES, AUX 3RD, STD LIFT	\$402.97
629-6028	JUMPER LINES, AUX 3RD, FUSION	\$767.33
536-5281	HYDRAULICS, STANDARD, SL	\$0.00
590-8903	LIGHTS, AUX, LED, PREMIUM	\$1,351.49
633-0624	LIGHTS, ROADING, HALOGEN, RH	\$0.00
578-1363	CAB, STANDARD	\$3,465.35
579-7735	AIR CONDITIONING, R134A REF	\$0.00
579-7738	PUSH START, PASSCODE SECURITY	\$0.00
593-8962	SEAT, DELUXE, TILT AND TELE	\$1,410.89
579-7761	CAMERA, REAR VIEW	\$0.00
578-1409	MIRRORS, HEAT, ELEC ADJUST	\$643.57
590-8872	STANDARD RADIO (12V)	\$975.25
579-7716	STEERING WHEEL, STANDARD	\$0.00
593-8916	JOYSTICK 3V, STEERING WHEEL	\$312.87
598-2802	WINDSHIELD ACCESS STEPS	\$846.54
573-8455	PRODUCT LINK, CELLULAR PLE643	\$0.00
638-5475	FILM GP, WARNING, PL, ANSI	\$0.00
366-6896	TIRES, 20.5R25 MX XTLA * L2	\$19,396.06
593-8950	FENDERS, STANDARD	\$0.00
376-0502	CTWT, STD, 538LBS, 2PCS	\$0.00
519-8081	TOOLBOX AUX, NONE	\$0.00
619-8443	HYDRAULIC OIL, STANDARD	\$0.00
579-7697	RIDE CONTROL	\$5,336.64
600-3781	BEACON, WARNING, STROBE, AMBER	\$387.13

REF #	DESCRIPTION	LIST PRICE
342-0215	VISOR, INTERNAL, REAR	\$185.15
579-9974	QUICK COUPLER, FUSION, EXT DUTY	\$5,554.46
360-3321	BUCKET-GP, 2.7 YD3, FUS, BOCE	\$8,966.35
623-6438	MIRROR, INTERNAL 2X REAR VIEW	\$270.30
593-8956	FENDERS, FULL COVER	\$3,306.93
	TOTAL LIST PRICE	\$305,109.22
	TOTAL CORPORATE DISCOUNT (28.3% OF LIST)	(\$86,345.91)
	TOTAL CONFIGURED PRICE	\$218,763.31
0P-9002	LANE 2 ORDER	\$0.00
0P-9003	LANE 3 ORDER	\$0.00
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0.00
0P-0210	PACK, DOMESTIC TRUCK	\$0.00
	TOTAL NET ITEMS	\$0.00
	JRB 416	\$10,800.00
	JRB BUCKET - 4.0 CYD	\$12,550.00
	PREMIER 36MONTH/1500 HRS	\$1,210.00
	PARTS KIT ONLY CVA - 1000 HR / 500 HOUR INTERVALS	\$801.00
	TOTAL POST FACTORY ITEMS	\$25,361.00
	TOTAL MACHINE SELL PRICE	\$244,124.31

SELL PRICE		\$244,124.31
EXT WARRANTY		Included
CVA		Included
TRADE-IN 524P SN: NLZ15222		(\$134,200.00)
NET BALANCE DUE		\$109,924.31
BALANCE		\$109,924.31

WARRANTY

Standard Warranty:
Extended Warranty:
CSA

F.O.B/TERMS: TBD

1 Year Unlimited Standard Warranty Premier 36Month/1500 Hrs Parts Kit Only CVA - 1000 hr / 500 hour intervals

EXHIBIT 2 Concluding Payment Schedule to Government Agreement

Dated _____, 20___

between **Caterpillar Financial Services Corporation** and

Description of Unit: 1 CATERPILLAR 926-14 serial

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	244,524.31	134,200.00	0.00	0.00	6.99	110,324.31
2	110,324.31	1,360.11	0.00	642.64	6.99	109,606.84
3	109,606.84	1,360.11	0.00	638.46	6.99	108,885.19
4	108,885.19	1,360.11	0.00	634.26	6.99	108,159.34
5	108,159.34	1,360.11	0.00	630.03	6.99	107,429.26
6	107,429.26	1,360.11	0.00	625.77	6.99	106,694.92
7	106,694.92	1,360.11	0.00	621.50	6.99	105,956.31
8	105,956.31	1,360.11	0.00	617.19	6.99	105,213.39
9	105,213.39	1,360.11	0.00	612.87	6.99	104,466.15
10	104,466.15	1,360.11	0.00	608.51	6.99	103,714.55
11	103,714.55	1,360.11	0.00	604.14	6.99	102,958.58
total		147,801.10	0.00	6,235.37		
12	102,958.58	1,360.11	0.00	599.73	6.99	102,198.20
13	102,198.20	1,360.11	0.00	595.30	6.99	101,433.39
14	101,433.39	1,360.11	0.00	590.85	6.99	100,664.13
15	100,664.13	1,360.11	0.00	586.37	6.99	99,890.39
16	99,890.39	1,360.11	0.00	581.86	6.99	99,112.14
17	99,112.14	1,360.11	0.00	577.33	6.99	98,329.36
18	98,329.36	1,360.11	0.00	572.77	6.99	97,542.02
19	97,542.02	1,360.11	0.00	568.18	6.99	96,750.09
20	96,750.09	1,360.11	0.00	563.57	6.99	95,953.55
21	95,953.55	1,360.11	0.00	558.93	6.99	95,152.37
22	95,152.37	1,360.11	0.00	554.26	6.99	94,346.52
23	94,346.52	1,360.11	0.00	549.57	6.99	93,535.98
total		16,321.32	0.00	6,898.72		
24	93,535.98	1,360.11	0.00	544.85	6.99	92,720.72
25	92,720.72	1,360.11	0.00	540.10	6.99	91,900.71
26	91,900.71	1,360.11	0.00	535.32	6.99	91,075.92
27	91,075.92	1,360.11	0.00	530.52	6.99	90,246.33
28	90,246.33	1,360.11	0.00	525.68	6.99	89,411.90
29	89,411.90	1,360.11	0.00	520.82	6.99	88,572.61
30	88,572.61	1,360.11	0.00	515.93	6.99	87,728.43
31	87,728.43	1,360.11	0.00	511.02	6.99	86,879.34
32	86,879.34	1,360.11	0.00	506.07	6.99	86,025.30
33	86,025.30	1,360.11	0.00	501.10	6.99	85,166.29
34	85,166.29	1,360.11	0.00	496.09	6.99	84,302.27
35	84,302.27	1,360.11	0.00	491.06	6.99	83,433.22
total		16,321.32	0.00	6,218.56		
36	83,433.22	1,360.11	0.00	486.00	6.99	82,559.11

37	82,559.11	0.00	83,040.00	480.91	6.99	0.02	
total		 1,360.11	83,040.00	966.91			
total		181,803.85	83,040.00	20,319.56			

(*)Does not include any rent payment or other amount then due.

Initialed: _____(Lessee)

Caterpillar Financial Services Corporation

Finance Proposal

1				C U 8	STOMER =				
Name: CITY	OF CHATFI	ELD							
Address					Good if:				
City					Acknowledged by			Mar-7-2024	
State					Funded by				11 0001
ZIEGLER IN	C. E500			D	EALER =	Quote nu	mber		4649899
Sales person			Pauluk E5	00, Jeff		Fax Num			
Dealer contac						Quote Da			06-Feb-24
Telephone	Celephone				Quote Tii	ne		01:11:28 PM	
				FINANC	CEPROPOS	AL -		_	
This is Caterp approval, exec	illar Financia cution of docu	al Servi umentat	ices Corporatior ion, and executi	n's confirmation on and approval	of the following of the application	finance pro survey.	posal. This is	a proposal only	and is subject to credit
Finance Type			Governmer	ntal Lease	Quote	d By			Bryce Skistad E500
Finance Type Governmental Lease Number of Payments 37 Monthly				Repor	t Created B			Bryce Skistad E500	
Payments				Advance					
								Finad	
Mo	Ann. del <u>Hours</u>	Qty	Sale Price	Amount Financed	Payme	nt	Balloon	Fixed Rate	
New 926	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	1	244,124.31	244,524.31	See Amort. S		83,040.00	6.9900%	
Major Attach Manual Conf	er - , Model Y ments-Air Co iguration and ucture – Asso yment(s) 134 ayment(s) 1,	onditior Work [*] et ,200.00 360.11	Tools:	nvironment; Control, Tires; B	lades/Buckets/Rip	opers-Quick	Coupler, Gen	eral Purpose Bud	sket;
			Payment						
<u>Mo</u> New 926		12/62	w/Insurance Amort. Sch.						
The estimate not an offer to							estchester Insu	rance Company	in Rhode Island) and is
					DITIONS			1.0	
Insurance:	satisfactor	y to CF	SC. CFSC mus	t be named on th	damage and liat he policies, as loss CFSC, must be pr	payee and	additional insu	unt and from an red, as applicable	n insurance carrier le, and a certificate
Taxes:	All taxes a	re the r	esponsibility of	the customer and	d may or may not	be included	in the above p	ayment amount.	
Equipment:	The equips at all times		nnot be delivere	ed until all docu	ments are execute	d by CFSC	. All equipme	nt must reside in	n the United States
Approval:	This prope	osal is s	ubject to, among	g other things, fir	nal pricing, credit	approval an	d document ap	proval by CFSC	2
modified by I and does not	Lessor at any create any ob	time. Toligation	This proposal do	es not represent commitment to e	an offer or comm	itment by C saction desc	FSC to enter i	nto a transaction	al may be withdrawn or n or to provide financing nded by CFSC after this

Caterpillar Financial Services Corporation 2120 West End Avenue, Nashville, TN 37203 (615)-341-1000 We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

CITY OF CHATFIELD

Date



RDO Equipment Co. 1236 60th Avenue NW Office A Rochester MN, 55901 Phone: (507) 282-8888 - Fax: (507) 282-9079

Proposal for: CITY OF CHATFIELD 21 2ND ST SE CHATFIELD, MN, 559231296 FILLMORE Investment Proposal Date: Pricing Valid Until: Deal Number: Customer Account#: Compact CE Sales Professional: Phone: Fax: Email: 1/17/2024 1/31/2024 1735941 3810023 Nate Jenson (507) 282-8888

njenson@rdoequipment.com

Comments

400 Series Blade with 12" Spill Guard. Total height of 46".

	\$31,124.68
)	
Su	t Subtotal:

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
SB5200W1218	2019 HLA SNOWPUSHERS 5200W	\$0.00	0	(\$5,500.00)
			Total Trade in V	Value: (\$5,500.00)
			Trade Balance	Owed: \$0.00
			Net Differ	ence: (\$5,500.00)

Balance:	\$25,624,68
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$25,624.6
Cash with Order:	\$0.00
Balance Due:	\$25,624.68

SB4231420FE2	SB4231218FE2	SB4231016FE2	SB4230915FE2	SB4230814FE2		Part #	PH: 1-800-556-9452 PH: 1-800-556-9452 www.amiattachments.com TYS NOT A JOB WWW.amiattachments.com SPECIFICATIONS: -35° BLADE ANGLE LEFT AND RIGHT WITH CROSS-OVER RELIEF VALVE PROTECTION -LEFT VALVE PROTECTION -LEFT NOL DE DES SEGMENTED CUTTING EDGE -MAXIMUM HYDRAULIC PRESSURE OF 3000 PSI -SINGLE BI-DIRECTIONAL AUXILLARY PORT REQUIRED -ELECTRICAL DIVERTER VALVE CONTROLS BLADE AND WINGS INDEPENDENTLY
14'	712	10'	Q	(7-91/2")	₽	Retracted Width (A)	ATTIACIAIMENTS ATTIACIAIMENTS PH: 1-800-556-9452 www.amiattachments.com A DBREORMANCE TONS: ANGLE LEFT AND RIGHT WITH O VE PROTECTION LUID EDGE SEGMENTED CUTTIN HYDRAULIC PRESSURE OF 3000 DIRECTIONAL AUXILIARY PORTI LUID EDGE SEGMENTED CUTTIN HYDRAULIC PRESSURE OF 3000 DIRECTIONAL AUXILIARY PORTI
20	78	16"	15	(13"- 9 1/2")	ŧ	Extended Width (B)	SPE OF SOUTROLS BLA
152	132	112	102	91	in	Overall Road Width (Angled)	ED GE LOUIRED
- B 34	34	34	34	34	ij		HM
3440	3185	2985	2880	2720	ï	Height Weight (C) (Ibs)	EEL LOA
	and and 21	TH CNIL quart-					AMI ATTACHMENTS SPECIFICATION DRAWING UCADER & LOADER BACKHOE 1.5-2.5 CU. YDS CAPACITY (CAT. 100-125) AIN-1 BLADE 4200FE2

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RDO Equipment Co. 1236 60th Avenue NW Office A Rochester MN, 55901 Phone: (507) 282-8888 - Fax: (507) 282-9079

> Investment Proposal Date: Pricing Valid Until: Deal Number: Customer Account#: Compact CE Sales Professional: Phone: Fax: Email:

1/17/2024 1/31/2024 1735946 3810023 Nate Jenson (507) 282-8888

njenson@rdoequipment.com

Comments

Proposal for: CITY OF CHATFIELD

21 2ND ST SE

FILLMORE

CHATFIELD, MN, 559231296

500 Series Snow Blade. 42" of total Height.

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 AMI SB5231218FE2346CCE	\$36,032.50
			SB5231218FE2346CCE 4IN1 FLUID EDGE PLOW/RETRACTED WIDTH 12'/EXTENDED WIDTH 18'/HEIGHT 42"	
			LASB1100F 500 SERIES SNOW BLADE FRAME W/MOLDBOARD FLOAT OPTI	
			346CCE CARBIDE CUTTING EDGE	
			Equipment Subtotal:	\$36.032.50

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
SB5200W1218	2019 HLA SNOWPUSHERS 5200W	\$0.00	0	(\$5,500.00)
			Total Trade in	Value: (\$5,500.00)
			Trade Balance	Owed: \$0.00
			Net Differ	rence: (\$5,500.00)

Purchase Order Totals Balance: Total Taxable Amount: MN STATE TAX: MN SPECIAL TAX: Sales Tax Total: Sub Total: Cash with Order: Balance Due:

\$30,532.50

\$0.00

\$0.00

\$0.00

\$0.00 \$30,532.50

\$0.00 \$30,532.50



RDO Equipment Co. 1236 60th Avenue NW Office A Rochester MN, 55901 Phone: (507) 282-8888 - Fax: (507) 282-9079

Proposal for: **CITY OF CHATFIELD** 21 2ND ST SE CHATFIELD, MN, 559231296 FILLMORE

Investment Proposal Date: Pricing Valid Until: Deal Number: Customer Account#: Compact CE Sales Professional: Phone: Fax: Emall:

1/17/2024 1/31/2024 1735955 3810023 Nate Jenson (507) 282-8888

njenson@rdoequipment.com

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1 TBD TBD		0	New 2024 EDNEY HLA SNOW WING	\$36,900.50
			HLASB5203WEFC1218LF 12-18' SNOW WING CARBIDE EF LESS FRAME	
			SB1100FJRB416 JRB416 MOUNT S FLOAD BLADE HINGE WKDV2 COMPLETE DOUBLE DIVERTER KIT W 3 WAY SWI HK90 1/2" HYD HOSE 90" LONG C/W CRIMP ON END SB5212SG 12" Spill Guard	
			Equipment Subtotal:	\$36,900.50

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
SB5200W1218	2019 HLA SNOWPUSHERS 5200W	\$0.00	0	(\$5,500.00)
			Total Trade in	Value: (\$5,500.00)
			Trade Balance	Owed: \$0.00
			Net Differ	ence: (\$5,500.00)

Purchase	Order	Totals
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Balance:	\$31,400.50
Total Taxable Amount:	\$0.00
MN STATE TAX:	\$0.00
MN SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$31,400.50
Cash with Order:	\$0.00
Balance Due:	\$31,400.50



RDO Equipment Co. 1236 60th Avenue NW Office A Rochester MN, 55901 Phone: (507) 282-8888 - Fax: (507) 282-9079

Proposal for: CITY OF CHATFIELD 21 2ND ST SE CHATFIELD, MN, 559231296 FILLMORE Investment Proposal Date: Pricing Valid Until: Deal Number: Customer Account#: Compact CE Sales Professional: Phone: Fax: Email:

1/17/2024 1/31/2024 1735952 3810023 Nate Jenson (507) 282-8888

njenson@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 METAL PLESS INC. PRO1248-20LE	\$44,865.81
			PRO1248-20LE MAXXPRO LEVEEDGE 11'8" PROLOADER PLOWMAXX LD 200 ATTACH DVDE3DP/24V/24GPM DVDE3 REXROTH DIRECT PIN 24V 24GPM JRB416/100-200 QUICK ATTACH JRB416 100-200	

Equipment Subtotal: \$44,865.81

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
SB5200W1218	2019 HLA SNOWPUSHERS 5200W	\$0.00	0	(\$5,500.00)
			Total Trade In Va	lue: (\$5,500.00)
			Trade Balance Ov	ved: \$0.00
			Net Differen	ce: (\$5,500.00)

Purchase Order Totals		400 005 04
	Balance:	\$39,365.81
	Total Taxable Amount:	\$0.00
	MN STATE TAX:	\$0.00
	MN SPECIAL TAX:	\$0.00
	Sales Tax Total:	\$0.00
	Sub Total:	\$39,365.81
	Cash with Order:	\$0.00
	Balance Due:	\$39,365.81



Includes angular system and quick coupler for industrial loader.

This system requires 1 set of oil outlets.

Not included: hydraulic hoses and connectors from the blade to the vehicle.

MODEL	BLADE DIMENSIONS			APPLICATION	APPROX.
	BOX	HEIGHT	EXTENDED	APPLICATION	WEIGHT
PRO 0848-18 HD or LE	8'	48"	18'	25 000 lbs and up	4 700 lbs
PRO 0848-20 10 or LE	8'	48"	20'	25 000 lbs and up	4 700 lbs
PRO 1048-18 HD or LE	10'	48"	18'	25 000 lbs and up	4 800 lbs
PRO 1048-20 HD of LE	10'	48"	20'	25 000 lbs and up	5 000 lbs
PRO 1048-22 HO OF LE	10'	48"	22'	25 000 lbs and up	5 200 lbs
PRO 1048-26 HO or LS	10'	48"	26' (van)	25 000 lbs and up	5 900 lbs
PRO 1248-20 Ho or LE	12'	48"	20'	30 000 lbs and up	5 200 lbs
PRO 1248-22 HD or LE	12'	48"	22'	30 000 lbs and up	5 400 lbs
PRO 1248-24 HO OF LE	12'	48"	24'	30 000 lbs and up	5 600 lbs
PRO 1248-28 110 + LS	12'	48"	28' (van)	30 000 lbs and up	6 300 lbs
PRO 1448-25 HD of LS	14'	48"	25'	35 000 lbs and up	6 400 lbs
PRO 1648-30 HD or LE	16'	48"	30'	40 000 lbs and up	7 000 lbs
PRO 2048-36 HD or LE	20'	48"	36'	50 000 lbs and up	10 000 lbs
PRO 2460-44 HD of LE	24'	60"	44'	60 000 lbs and up	15 000 lbs
PRO 3260-60 10 or LE	32'	60"	60'	70 000 lbs and up	18 000 lbs

Prices, specs, models and/or model numbers are subject to change.

The width of the blade does not determine the real dimension of the product. Pictures shown might have some options.

ALSO AVAILABLE

BLADE POSITIONS



OPTIONS (not included)

- Carbide cutting edge (CCE).
- Non standard color (NSC1).
- Electric valve and joystick (JSC3) 12 or 24 volts: electric over hydraulic 1 spools mounted on blade with electric control and necessary cable for the installation in the tractor cab..
- Power angle max. 102" (MA102) only available on 10' models.

Metal Pless Advantages:

• Metal Pless main blade is built with a re-enforced 6"x8" tubular frame, as opposed to HLA who uses 2" angle iron ¼" thick.

• The rolling of the snow is limited to the height of the plow when it has a long curve on the top. A Metal Pless plow will allow snow to roll up to 16 - 24" higher than the plow. This will allow to push more snow faster and further with less effort.

• The shape of moldboard allows to go right up close to a building as opposed to a horst which will leave 10-12 inches of snow on ground in front of it.

• 2 Cylinders per wing offer more strength than an actuator (more holding back power, and more leverage) Our wings stay in their position even when up against heavy snow.

• Metal Pless uses heavy duty 3" coil springs for our trip system, contrary to HLA, our trip system is not a common replacement part.

• Metal Pless wings are designed to keep contact with the ground at all times. They don't freeze up like the HLA models do.

• Self-Levelling Skid shoes on the wings with leaf springs to keep constant pressure to the ground.

• By the design a Metal Pless moldboard allows less friction than a Horst moldboard allowing to push more snow, further.

Metal Pless uses CHT400 steal as opposed to regular grade steel like the competition.

Trip edge divided into separate sections.

Baked powder paint instead of liquid paint. Will not rust after 1 season.

• With better building materials side wings will always stay nice and straight. Won't bend with time.

• All Metal Pless blades come standard with a fifth wheel and a slip hitch to allow the blade to contour the ground at all times.

• Metal Pless uses higher grade materials. Over time, our plows will require a fraction of the maintenance costs over an HLA.



Chatfield Economic Development Authority Thurber Community Center - Chatfield Municipal Building 21 Second Street SE Chatfield, MN 55923 Voice 507.867.1523 Fax 507.867.9093 www.ci.chatfield.mn.us

February 12, 2024To: Public Works CommitteeFrom: Chris Giesen, EDARE: Amco 3rd Development Agreement

Background

G Cubed Development proposes to develop the Amco 3rd subdivision. This will essentially complete the Amco Lane cul-de-sac. This subdivision calls for 8 single family lots. Planning and Zoning will be conducting its review of the plat. Today's review by the Public Works committee is to make sure the development agreement and infrastructure construction elements of the project are acceptable.

This property was originally part of the Fingerson & Donahoe subdivisions and was previously platted. Fees were previously paid on this plat which went unutilized, resulting in a \$1,611.27 per acre credit for the Water Area Access (WAC) charge. Additionally, we have not charged developers SAC or WAC fees for areas that have a natural slope of 20% or more. Final development fees are being calculated and will be included in the DA prior to final approval by council.

Outlot A will be platted for larger single family homes, at a future date. Development fees for Outlot A will be calculated and collected at the time of replat.

Brian and I had a chance to walk through it and came up with the following comments/questions:

- 1. The areas highlighted in the DA are questions to be answered or TBD items.
- 2. It doesn't appear sidewalk is included. Sidewalk is on the SW and W side of Amco Lane.
- 3. Need at least one street light. Probably near the private drive/end of cul-de-sac.
- 4. There is a platted utility easement shown for sanitary sewer up the hill in Outlot A but it doesn't appear to be accessible to trucks for maintenance. We need an easement for utility access up the private drive to ensure maintenance/jetting of the sewer.
- 5. The private water/sewer service lines to Block 2 Lot 4 should be relocated. The private sewer line is shown within the private driveway.
- 6. Two 1.5" water lines are shown stubbed along the private drive for future use. Where are they going? Should it be a full main instead?
- 7. How will water be provided to Outlot A in the future?
- 8. Ensure utility and drainage easements from City View Lane and Hilltop 2nd are accommodated.

Assuming the process goes as planned, we anticipate finalizing this plat at council in March 2024.

Action Requested

Review and comment on the development agreement and proposed plat. Comments will be forwarded to Planning and Zoning and incorporated into the DA accordingly.

The space above is reserved for recording purposes

CITY OF CHATFIELD AMCO 3rd ADDITION DEVELOPMENT AGREEMENT

This Agreement ("Agreement") is made as of ______, 2024, between the City of Chatfield, a municipal corporation under the laws of Minnesota ("City") and G-Cubed Development, Inc., a Minnesota corporation ("Developer").

RECITALS:

A. City is the fee owner of property (subsequently referred to in this Agreement as "Property") located in Chatfield, Minnesota, Fillmore County ("County"), on which Developer desires to install various improvements in support of a residential housing subdivision to be known as Amco 3rd Addition. The residential subdivision is to be legally described as follows:

Amco 3rd Addition, Fillmore County, Minnesota

B. The Developer is the fee owner of additional property legally described in Exhibit A attached hereto (the "Additional Property" or "Plat"), located in Chatfield, Minnesota, on which the Developer desires to construct the Amco 3rd Addition 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. <u>Right to Proceed.</u> 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) this Agreement has been executed by the Developer and the City;
 - b) final engineering and construction plans have been delivered by the Developer and approved by the City Engineer;
 - c) the Developer has executed, and recorded at the County to satisfaction of the City, any required easements;
 - d) the Developer has paid to the City all Administrative Fees (as defined in paragraph 20) due to date and has submitted an initial \$5,000 escrow deposit required by this Agreement;
 - e) the Developer has provided to the City evidence of approval of the stormwater management system utilizing downstream and off site facilities designed under the current NPDES Construction Stormwater Permit requirements, as applicable. 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 of the property;
 - f) the Developer has paid to the City the sewer ("SAC") and water ("WAC") area charges required by this Agreement;
 - g) the Developer has submitted the certificate of insurance required by this Agreement;
 - h) the Developer has obtained all necessary permits and approvals from the Minnesota Department of Transportation ("MnDOT");
 - i) the Developer has obtained all necessary permits and approvals from the Minnesota Department of Health ("MDH");
 - j) the Developer has obtained all necessary permits and approvals from the Minnesota Pollution Control Agency ("MPCA");
 - k) the Developer has initiated and attended a preconstruction meeting with the City Engineer;

- 1) the Developer has submitted and the City has reviewed and approved the Storm Water Pollution Prevention Plan; and
- m) 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. <u>Right to Proceed with Private Development.</u> 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 private improvements or any buildings on the Additional Property until all the following conditions precedent have been satisfied:
 - a) the final plat of the Property and Additional Property, in substantially the form of the preliminary plat attached hereto as Exhibit B ("Final Plat") has been filed with the County.
- 3. <u>Plans.</u> Amco 3rd Addition 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 Amco 3rd Addition are listed on Exhibit C attached to this Agreement.
- 4. <u>Developer Improvements.</u> In developing Amco 3rd Addition 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 Property;
 - 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;
 - h. normal and customary landscaping; and
 - i. sidewalk.

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.

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, with an initial deposit of \$5,000. The City Engineer, or their designee, shall observe the watermain 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, or their designee, will provide intermittent site visits to observe contractor activities during construction including site grading, utility installation and street construction; however, it is the developer's engineer's responsibility to perform the detailed inspection duties and to verify that material testing is completed per the project specifications. The developer's engineer is also responsible for filing of as-built drawings and materials reports. Developer shall give the City Engineer notice at least 48 hours prior to testing.

Sanitary sewer mains and storm sewer piping shall be televised by the Developer, at their expense, 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. Additionally, all "as built" infrastructure, roadway, and lot line linework shall be provided electronically for incorporation into the City's GIS database. 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.

- 5. <u>Time of Performance.</u> The Developer will complete the installation of all Developer Improvements by December 31, 2025.
- 6. 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.
- 7. <u>Erosion Control.</u>
 - a. <u>Prior to rough grading, perimeter erosion control measures</u> 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 erosion control requirements deemed beneficial by the City Engineer through such time as the last house is completed within the Property and the site is sufficiently stabilized and mitigated for erosion and sedimentation transport risks
 - b. The erosion control measures specified in the Plans, or as modified by the Engineer of Record with written approval by the City, or additional erosion control requirements deemed beneficial by the City Engineer, 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.

- 8. <u>Noise and Dust Control.</u> The Developer shall limit construction, demolition, and grinding activities on the Property during the hours of 7 a.m. and 7 p.m., Monday through Friday. 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.
- 9. 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, or their designee, 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.
- 10. <u>Streets, Sidewalks and Trail.</u>
 - a. Sidewalk is required to be constructed on the west and southwest sides of Amco Lane according to city specifications. Sidewalk must be installed as houses get constructed but completely installed no later than December 31, 2025, whichever comes first.
 - b. Following completion of the street through the base course of bituminous and inspection thereof by the City Engineer, or their designee, the City agrees to accept the street 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 street within the Property shall remain the responsibility of the Developer until the City accepts the street for maintenance.

- c. <u>The final wear course of bituminous shall be placed after one</u> <u>freeze/thaw cycle.</u> <u>Gutter lips shall be protected by a bituminous</u> wedge or as otherwise accepted by the Public Works Director
- d. The Developer agrees to warrant the street within the Property against defects in labor and materials for a period of two years from the dated of their final acceptance of all street improvements by the City. During such period, the Developer agrees to repair or replace the street within the Property or street segment which shows signs of failure, normal wear and tear excepted. A decision regarding whether the street or a 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.
- e. 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.

11. <u>Sanitary Sewer and Water Improvements.</u>

a. The Developer agrees to extend sanitary sewer and water to serve each individual 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 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.
- c. The Developer shall abandon and cap any existing wells on the Property in accordance with all applicable MDH, County, and City requirements.
- 12. 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 and current NPDES Construction Stormwater Permit requirements, as applicable.
 - 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.

13. <u>Street Lighting and Signs; Landscaping.</u>

- a. The Developer agrees to install streetlights to serve the Property as specified by the City. 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.
- 14. <u>Construction Activities and Clean Up.</u> 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.
- 15. <u>City Engineering Administration and Construction Observation.</u> 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 Statues Section 462.353, subdivision 4.

- 16. <u>Developer Improvements Assessments.</u> If the Developer fails to complete construction of the Developer Improvements by the dates stated in Section 4 herein, 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 specially assessed for the cost. The Developer Improvements 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 2027, 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.

- 17. <u>Defaults.</u> 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.
- 18. <u>Acceptance of Developer Improvements.</u> Acceptance of the Developer Improvements by the City will not occur until after the Final Plat has been filed with the County.
- 19. <u>Insurance.</u> 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 Property and Additional Property. Limits for bodily injury and death shall be no less than \$1,500,000 for each occurrence; limits for property damage shall be not less than \$500,000 for each occurrence; or a combination single limit policy of \$1,500,000 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 this Agreement. The certificate shall provide that the City must be given 30 days advance written notice of the cancellation of the insurance.

20. Sanitary Sewer and Water Area Charges; Hook-Up Fees. TO BE CALC.

- a. The water access charge is \$3,000 per developable acre and is due at the time of final plat for each respective phase. A credit of \$1,611.27 per acre is given for water access charges for areas under 1,060' elevation for fees paid by previous developer.
- b. The sanitary sewer access charge is \$2,000 per developable acre and is due at the time of final plat for each respective phase.
- c. Sanitary sewer and water hook-up fees ("Hook-Up Fees") shall be payable as building permits are issued.
- d. No fees under this provision will be assessed for areas with a natural slope of greater than 20%.

21. Addressing Fees.

- a. Developer shall be responsible for payment of any addressing fees charged for the project by Fillmore County.
- 22. 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 date 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.
- 23. 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.

24. <u>Permits.</u> 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.

25. <u>Easements.</u> (Easements from surrounding properties – i.e. City View & Hilltop???)

a. All easements will be shown on the Final Plat.

26. <u>Park Dedication</u>

- a. The parkland dedication requirement for the eight lots within the Property is 0.60 acres.
- b. The City elects to utilize cash in lieu of land dedication. The cash fee due for parkland dedication in this subdivision is \$9,200.
- 27. <u>Entrance Monuments.</u> The Developer may install entrance monuments to Amco 3rd Addition 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 or Homeowners' Association (if applicable) shall be responsible for maintaining any such entrance monuments.
- 28. <u>Notices.</u> 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:	G-Cubed Development, Inc. 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.

29. <u>Compliance With Laws and City Approvals.</u> 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 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.

- 30. <u>Agreement Runs With the Land.</u> 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.
- 31. <u>Indemnification.</u> 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.
- 32. <u>Assignment.</u> 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.
- 33. <u>Severability</u> 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.

- 34. <u>Non-waiver.</u> Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing or default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.
- 35. <u>Counterparts.</u> This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

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

CITY OF CHATFIELD, MINNESOTA

By:

Its Mayor

By:

Its City Clerk

STATE OF MINNESOTA)) ss COUNTY OF FILLMORE)

The forgoing instrument was acknowledged before me this _____ day of _____, 2024 by John P. McBroom, the Mayor of the City of Chatfield, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)) ss COUNTY OF FILLMORE)

The forgoing instrument was acknowledged before me this _____ day of _____, 2024 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

G-Cubed Development, Inc.

By:

Geoffrey Griffin Its CEO

STATE OF MINNESOTA)) ss COUNTY OF FILLMORE)

The forgoing instrument was acknowledged before me this _____ day of _____, 2024 by Geoffrey Griffin, the CEO of G-Cubed Development, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

EXHIBIT A

PROPERTY

Exhibit B

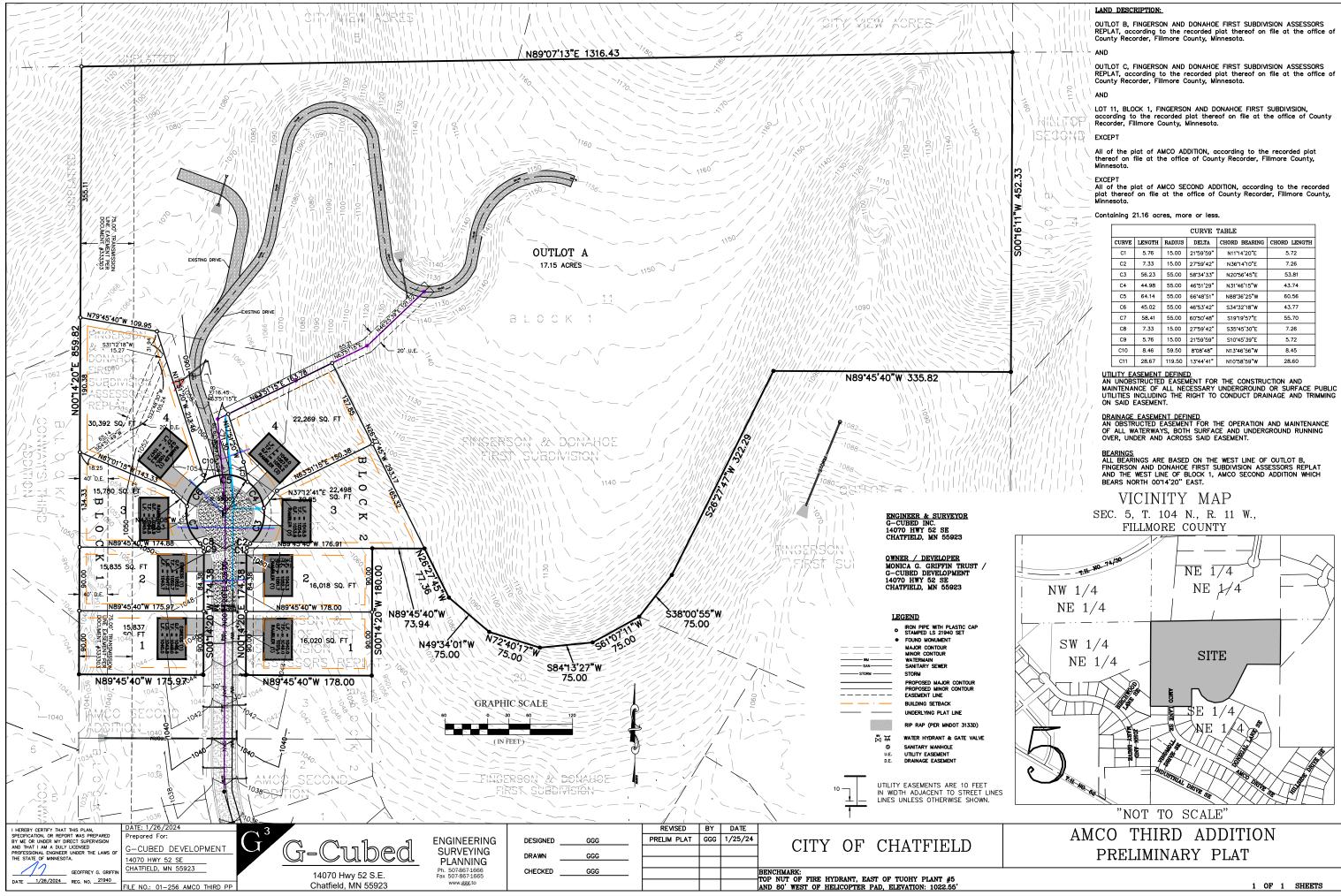
Preliminary Plat and Final Plat

<mark>Exhibit C</mark>

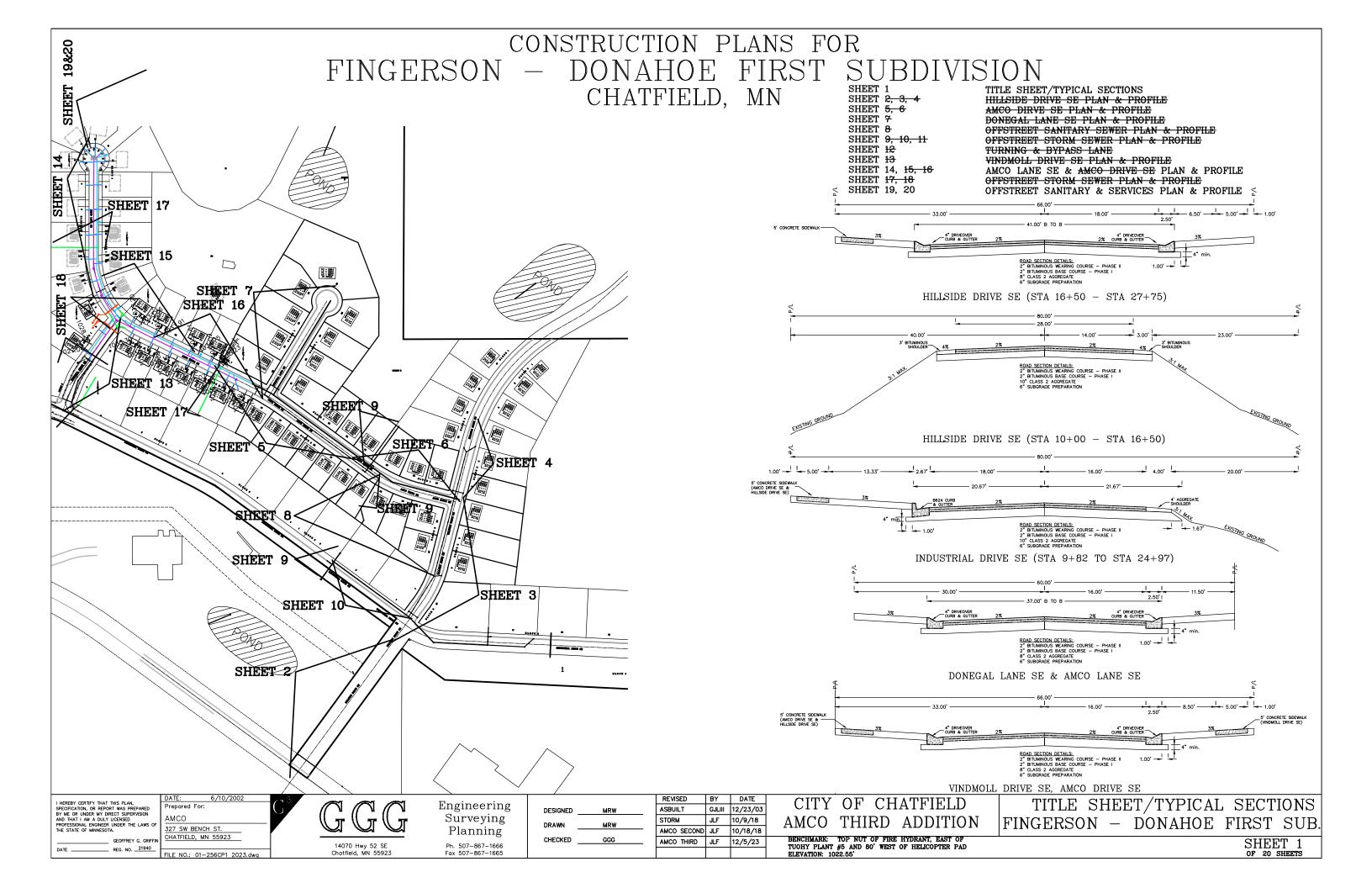
<mark>Plans</mark>

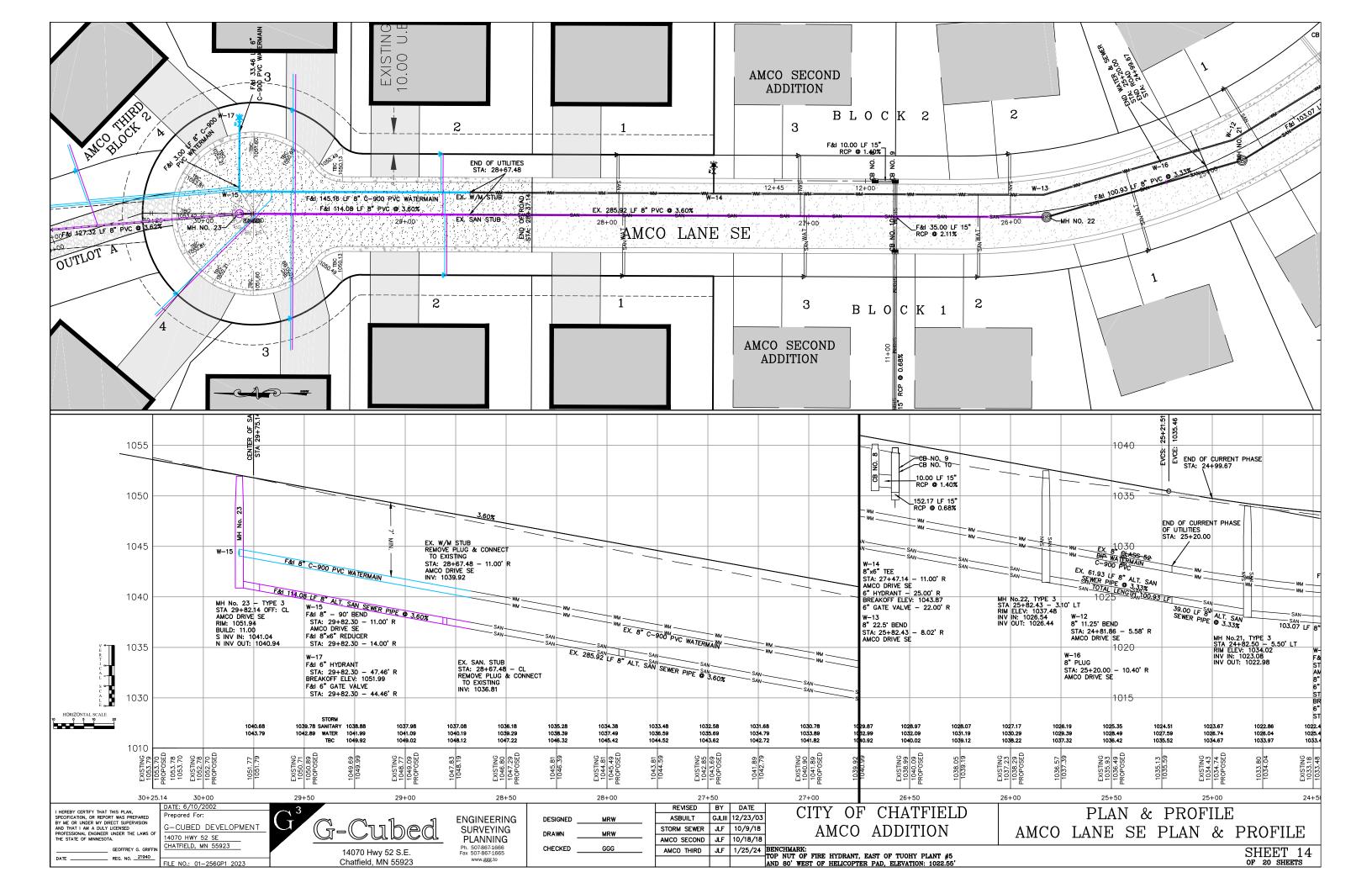
The Plans applicable to the Property are as follows:

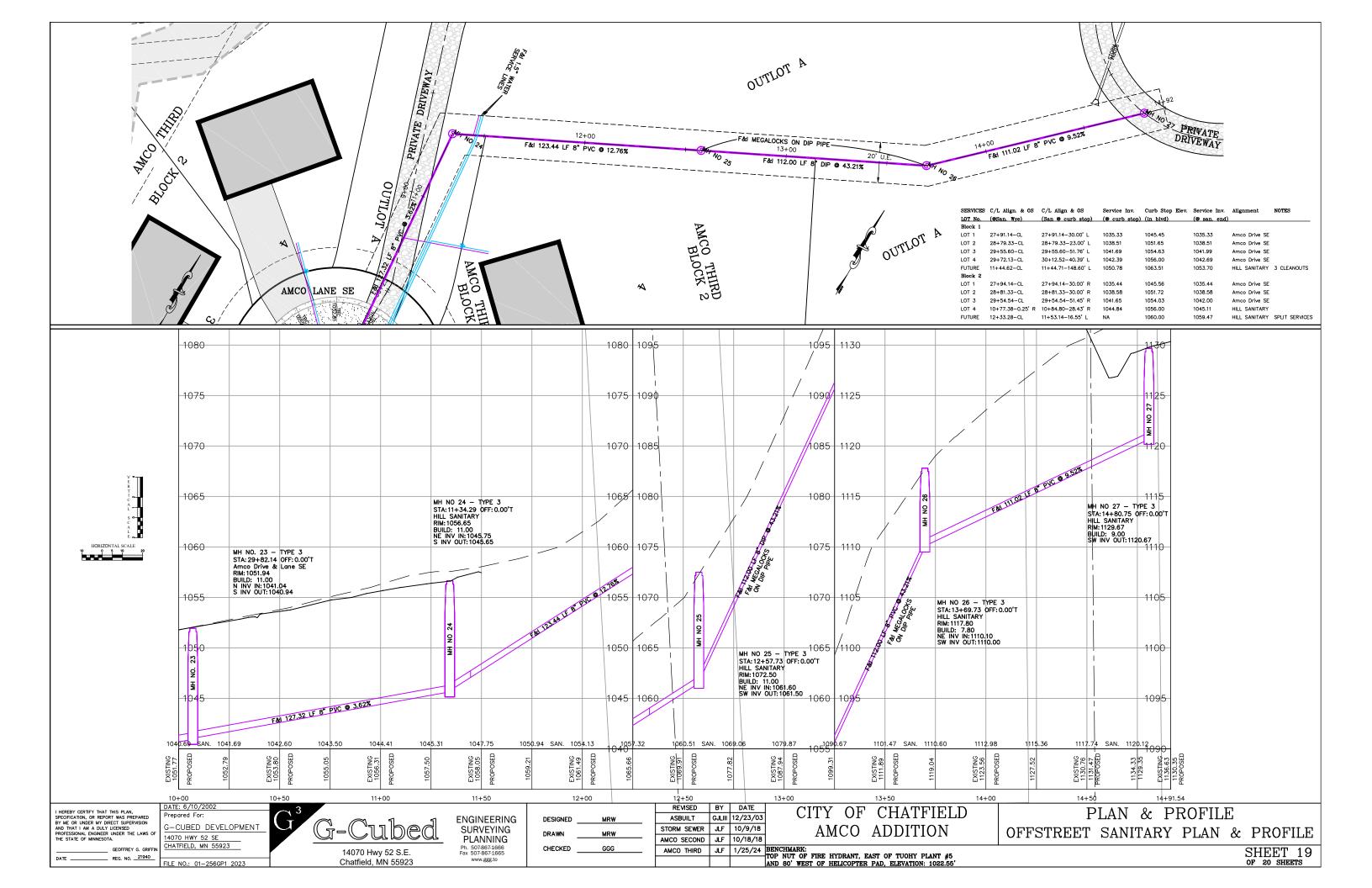
No.	Plan	Date of Plan Preparation	Prepared By
1	Amco 2 nd Addition Final Pla DateXXX	t	G-Cubed, Inc.
2.	Grading Plan for Amco 2 nd A DateXXX	Addition	G-Cubed, Inc.
3.	Construction Plans for American DateXXX	^{2nd Addition}	G-Cubed, Inc.

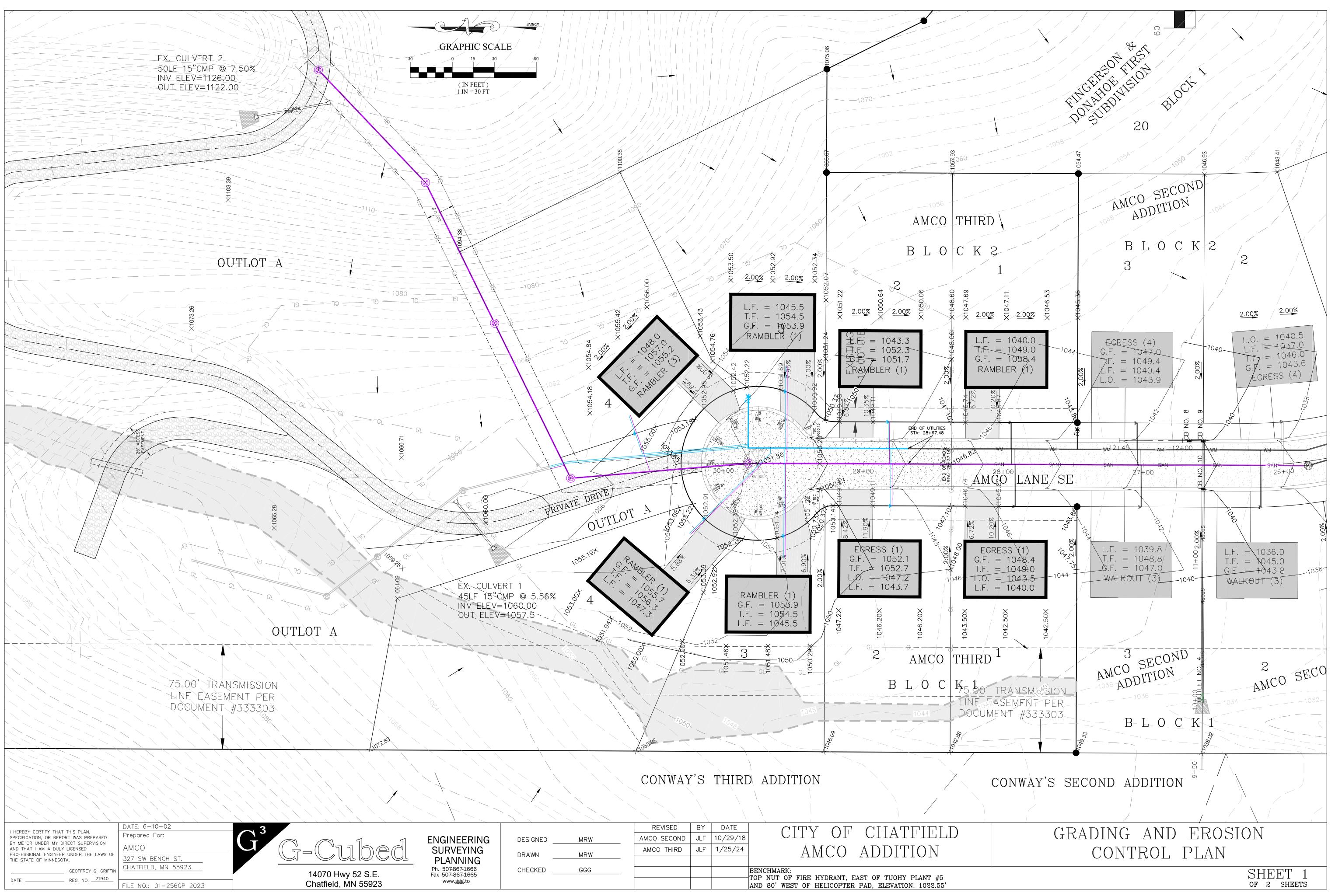


CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	
C1	5.76	15.00	21*59'59"	N11*14'20"E	5.72	
C2	7.33	15.00	27*59'42"	N36'14'10"E	7.26	
C3	56.23	55.00	58 • 34'33"	N20*56'45"E	53.81	
C4	44.98	55.00	46*51'29"	N31*46'15"W	43.74	
C5	64.14	55.00	66*48'51"	N88*36'25"W	60.56	
C6	45.02	55.00	46*53'42"	S34*32'18"W	43.77	
C7	58.41	55.00	60*50'48"	S19*19'57"E	55.70	
C8	7.33	15.00	27*59'42"	S35*45'30"E	7.26	
C9	5.76	15.00	21*59'59"	S10*45'39"E	5.72	
C10	8.46	59.50	8*08'48"	N13*46'56"W	8.45	
C11	28.67	119.50	13*44'41"	N10*58'59"W	28.60	









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			REVISED	BY	DATE	CITY OF CHATFIELD	
ING	DESIGNED	MRW	AMCO SECOND	JLF	10/29/18		
١G	DRAWN	MRW	AMCO THIRD	JLF	1/25/24	AMCO ADDITION	
IG							
6 55	CHECKED _	GGG				BENCHMARK:	
-						TOP NUT OF FIRE HYDRANT, EAST OF TUOHY PLANT #5 AND 80' WEST OF HELICOPTER PAD, ELEVATION: 1022.55'	
				•	•		

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 PERMANENT STORM WATER MANAGEMENT SYSTEM 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 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. 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).
- 11) OWNER HAS BEEN MADE AWARE THAT THERE ARE DESIGN SLOPES LESS THAN 2% AND ACCEPTS ANY ISSUES THAT MAY RESULT FROM THIS DESIGN. 12) DITCHES WITHIN 200' OF SURFACE WATER OR PROPERTY LINE STABILIZED IN 24 HOURS AFTER CONNECTION.
- 13) SLOPES STEEPER THAN 4:1 ARE STABLE FROM LAND-SLIDING AND SURFACE EROSION.
- 14) MINIMIZE CONSTRUCTION TRAFFIC OVER UNPAVED AREAS OF THE SITE.
- 15) EXISTING SANITARY SEWER AND WATERMAINS WERE REMOVED IN 2002.

IMPAIRED/SPECIAL WATERS WITHIN ONE MILE:

ROOT RIVER, NORTH BRANCH - 07040008-716 - AQUATIC MACROINVERTEBRATE BIOASSESSMENTS, TURBIDITY MILL CREEK – E.COLI MILL CREEK - TROUT STREAM UNNAMED CREEK - TROUT STREAM

OWNER

MONICA G. GRIFFIN TRUST 15330 HILLSIDE LANE SE CHATFIELD, MN 55923

ENGINEER & SURVEYOR

G-CUBED INC. 14070 HWY. 52 SE CHATFIELD, MN 55923

markw@ggg.to

PROJECT CALCULATIONS AMCO THIRD:

TOTAL PROJECT AREA: 7.04 ACRES TOTAL DISTURBED AREA: 2.47 ACRES EXISTING IMPERVIOUS: 0.53 ACRES PROPOSED IMPERVIOUS: 1.01 ACRES TOTAL IMPERVIOUS: 1.54 ACRES WETLANDS: 0.00 ACRES RIGHT OF WAY: 0.34 ACRES

HOUSE DEFINITIONS

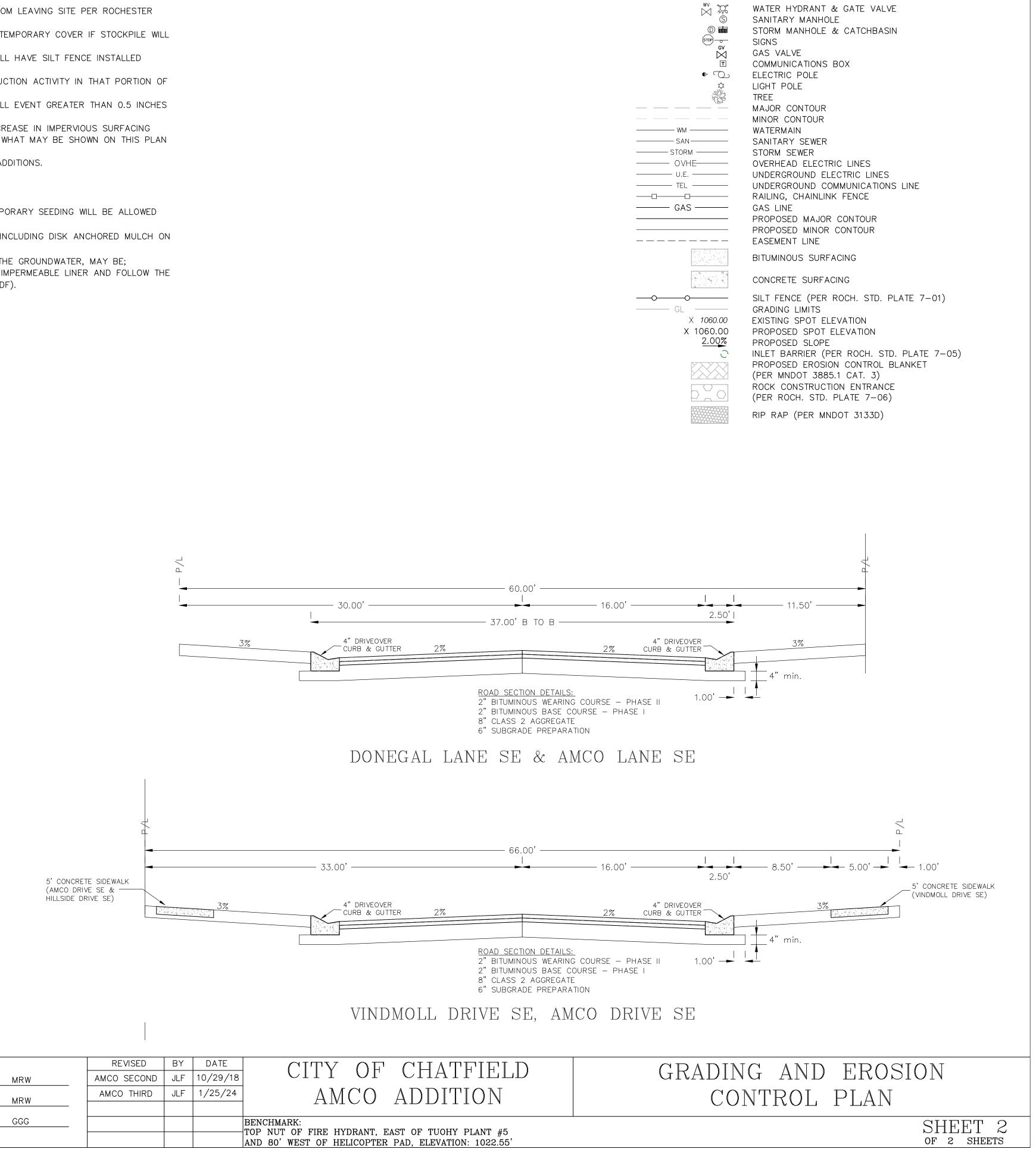
TYPE OF HOUSE (NUMBER OF ANTICIPATED STEPS FROM GARAGE TO TOP OF FOUNDATION) T.F. = TOP OF FOUNDATION ELEVATIONG.F. = GARAGE FLOOR ELEVATIONL.F. = LOWEST FLOOR ELEVATIONL.O. = LOWEST OPENING ELEVATION (EGRESS HOUSES ONLY)

SPECIFIC BY ME 0 AND TH. PROFESS THE STA	Y CERTIFY THAT THIS PLAN, CATION, OR REPORT WAS PREPARED OR UNDER MY DIRECT SUPERVISION AT I AM A DULY LICENSED SIONAL ENGINEER UNDER THE LAWS OF ATE OF MINNESOTA. GEOFFREY G. GRIFFIN	DATE: 6–10–02 Prepared For: AMCO <u>327 SW BENCH ST.</u> CHATFIELD, MN 55923	G ³	G-Cubed 14070 Hwy 52 S.E.	ENGINEERING SURVEYING PLANNING Ph. 507-867-1666 Fax 507-867-1665
GEOFFREY G. GRIFFIN DATE REG. NO21940	FILE NO.: 01-256GP 2023		14070 Hwy 52 S.E. Chatfield, MN 55923		

DESIGNED

CHECKED

DRAWN



LEGEND

