

CITY OF CHATFIELD PUBLIC WORKS COMMITTEE
AGENDA

City Council Chambers - 21 SE Second Street, Chatfield, MN 55923
May 11, 2026, 5:30 P.M.

Notice is hereby given that some members may be participating in the meeting by interactive technology.

- A. Minutes
 - 1. [April 13th, 2026 Public Works Meeting Minutes](#)
Review minutes from the previous meeting.
- B. City Engineer Report
 - 1. [Amco III Development Agreement](#)
Consider recommendation for approval.
 - 2. [Amco III - Final Plat](#)
Consider recommendation for approval.
- C. Public Works Director Report
 - 1. [Salt/Sand Hoop Shed Options](#)
Review recommendations and options.
 - 2. [Twiford Street to Mill Creek Park Drainage](#)
Review recommendations.



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: May 11, 2026

Agenda Item: April 13th, 2026 Public Works Meeting Minutes

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Review minutes from the previous meeting.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2026.04.13 Public Works Meeting Notes.pdf](#)



CITY OF CHATFIELD PUBLIC WORKS COMMITTEE

City Council Chambers - 21 SE Second Street, Chatfield, MN 55923

April 13, 2026, 5:30 P.M.

Members Present: Councilors Paul Novotny and Mike Urban

Members Absent: None

Others Present: Brian Burkholder, Scott Keigley, Ryan Priebe, Steven Schlichter, Rocky Burnett, and Michele Peterson

- A. Minutes:** Minutes from March 9, 2026, meeting were reviewed. No amendments were suggested.
- B. Public Works Director Report:**
 - a. Salt/Sand Hoop Shed Options:** Director Burkholder reviewed the quotes received for the shed. The shed would be placed where the materials are currently stored at the old cement plant site. The shed could be moved in the future if necessary. Concerns were noted about the future Public Works Facility project, and how that could possibly impact placement of the shed. Discussion will continue next month.
 - b. Twiford Street to Mill Creek Park Drainage:** Committee members reviewed pictures from the site. The proposal is to consider renovating a storm drain configuration that leads from Twiford Street down through private property and ultimately ends at Mill Creek Park. Committee members would like to review the site in person, discussion to be continued.
 - c. Streetlight at Twiford and 2nd Street:** The streetlight was damaged by a vehicle backing into it. The person was identified, and report was filed. Burkholder is currently working with the insurance company to have the light replaced. The suggestion was made to replace the light to match an existing light pole.
 - d. Fleet Management Program:** Director Burkholder suggested the adoption of a Fleet Management Program. All vehicles and equipment within the City departments could utilize the program. Committee members were concerned with the overall cost of the program, therefore did not recommend moving forward.
- C. Other:**
 - a. Water Tank Inspection Report:** Superintendent Priebe reviewed the findings of the Water tank inspection report. The cement structure is intact and doing well. The steel structures internal coating is beginning to fail and therefore will need to be recoated in the next 3-5 years. The future plan is to replace the cement structure with a slightly

larger one and remove the steel structure. Work is underway to find funding for the tank replacement. The steel tank will be needed during construction of the new cement tank.

- b. Land Acquisition Opportunities:** Superintendent Priebe shared a program through the State that would help a community purchase land within its DWSMA. Discussion will be continued on any future opportunities.



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: May 11, 2026

Agenda Item: Amco III Development Agreement

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Consider recommendation for approval.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2026.05.07 Amco 3rd DA - Griffin .pdf](#)

The space above is reserved for recording purposes

**CITY OF CHATFIELD
AMCO 3rd ADDITION
DEVELOPMENT AGREEMENT**

This Agreement (“Agreement”) is made as of _____, 2026, 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. Right to Proceed. This Agreement is intended to regulate the development of the Property and the construction of certain improvements on the Property as described herein. Except for any clearing, grubbing or grading that the City has previously approved under separate permits or the posting of separate security, the Developer may not construct public or private improvements or any buildings on the Property until all the following conditions precedent have been satisfied:
 - a) 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) a permit from MnDOT is not required.
 - 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;

- l) 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. Right to Proceed with Private Development. 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. Plans. 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. Developer Improvements. 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 (if required), 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. Time of Performance. The Developer will complete the installation of all Developer Improvements by December 31, 2028.
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. Erosion Control.
 - a. Prior to rough grading, perimeter erosion control measures 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. Noise and Dust Control. 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. Streets, Sidewalks and Trail.
 - a. Sidewalk is required to be constructed on the west and southwest sides of Amco Lane according to city specifications up to the cul-de-sac. Sidewalk must be installed as houses get constructed but completely installed no later than December 31, 2028, 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. The final wear course of bituminous shall be placed after one freeze/thaw cycle. Gutter lips shall be protected as 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. Sanitary Sewer and Water Improvements.

- 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 (if required) 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. All sanitary sewer mains shown within the Amco 3rd Addition plan set, including the sanitary sewer main extension intended to serve the future development of Outlot A, Amco 3rd Addition, shall be considered 'Public' sanitary sewer infrastructure. The Developer shall provide access for maintenance of all sanitary sewer mains and associated structures. Maintenance access from the end of the Amco Lane SE cul- de-sac to the end of the sanitary sewer main at MH-27, as identified in the Amco Third Addition construction plans, shall be provided via the existing private drive. The Developer shall ensure that access to MH-27 by way of the private drive is maintained at all times. Prior to issuance of a certificate of occupancy for any homes within the future development of Outlot A, Amco 3rd Addition, the Developer shall widen the private drive to a minimum width of 24 feet and pave the drive with either bituminous or concrete pavement. The Developer shall grant and record an access easement in favor of the City of Chatfield over and across the private drive upon the development of Outlot A, Amco 3rd Addition.
- c. The Developer agrees to warrant the sanitary sewer and water Developer Improvements against defects in labor and materials for a period of two years from the date of acceptance of the utilities by the City. During such period, the Developer agrees to repair or replace any utility Developer Improvement which shows signs of failure, normal wear and tear, excepted. The City, in the exercise of its reasonable judgment, shall make a decision regarding whether any utility Developer Improvement or segment thereof shows signs of failure. If the Developer fails to repair or replace defective utilities during the warranty period, the City following at least thirty (30) days written notice (except for in emergency situations) to Developer, may repair or replace the utility or utility segment. The Developer agrees to reimburse the City fully for the cost of the repair or replacement made on the Property. Such reimbursement shall be made within 30 days of the date upon which the City notifies the Developer in writing of the cost due under this paragraph. The Developer agrees to permit the City to specially assess any unreimbursed costs against any unsold lots in the Final Plat if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Property of the repair or replacement of the sanitary sewer and water Developer Improvements and consents to such assessment and waives the right to a hearing, notice of hearing, or any appeal.

- d. The Developer 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. Street Lighting and Signs; Landscaping.

- 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. Construction Activities and Clean Up. The Developer shall promptly clean any and all dirt and debris from the streets on the Property and all other streets or roads adjacent to the Property resulting from construction work performed by the Developer, its contractors, agents or assigns.
 15. City Engineering Administration and Construction Observation. The Developer agrees to reimburse the City for the reasonable cost of engineering administration and construction observation regarding completion of the Developer Improvements on the Property. Engineering administration includes development plans and correspondence; monitoring and observation of construction and consultation with the Developer; monitoring of the Developer Improvements during the warranty period and processing of requests for reduction in surety. Construction observation includes observation by the City Engineer of construction of the Developer Improvements. The City may also inspect the work at its discretion and at the Developer's expense as described in paragraph 3 of this document. Fees for City engineering administration and construction observation will be billed to the Developer on an hourly basis. Any disagreement between the City and the Developer regarding fees shall be resolved in accordance with Minnesota Statutes Section 462.353, subdivision 4.
 16. Developer Improvements - Assessments. 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 consents to such special assessments against the Property (the "Developer Improvements Special Assessments") in an amount not to exceed the actual cost of completing those improvements, amortized over a term of ten years beginning in taxes payable 2030, 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. Defaults. In the event of default by either party as to any obligation and after thirty (30) days' notice by the non-defaulting party, the non-defaulting party may, at its option, take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the parties under this Agreement.
- 18. Acceptance of Developer Improvements. Acceptance of the Developer Improvements by the City will not occur until after the Final Plat has been filed with the County.
- 19. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Developer Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors within the 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.
 - 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. Permits. The City's approval of the Final Plat does not include approval of building permits for any structures to be constructed within the Final Plat. The Developer must submit and the City must approve building plans prior to the issuance of building permits for structures within the Final Plat.
25. Easements.
 - a. All public easements shall be shown on the Final Plat.
 - b. Upon development of Outlot A, Amco 3rd Addition, the Developer shall dedicate a public utility easement across Outlot A in a location and alignment acceptable to the City for the future extension of public sanitary sewer to serve both Outlot A and the City View Acres subdivision. The public utility easement shall extend from MH-27, as identified in the Amco 3rd Addition construction plans, to the north property line of Outlot A and shall align and be centered on the existing 50-foot-wide utility easement shown on the City View Acres plat.
26. Park Dedication
 - a. The Parkland Dedication Fees have been paid as of October 12, 2018.
27. Entrance Monuments. 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. Notices. Required notices to the parties to this Agreement shall be in writing, and shall be either hand delivered or mailed by registered or certified mail at the following addresses:

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

- b. As to the Developer: 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. Compliance With Laws and City Approvals. The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the development. The Developer agrees to complete the Development in compliance with all City approvals, including the City resolution granting final plat approval for 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. Agreement Runs With the Land. This Agreement shall run with the land and shall be recorded against the title to the Property and Additional Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to all the Property and Additional Property and that there are no unrecorded interest against the Property or Additional Property. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants. As the Developer sells individual lots in the Final Plat to independent third party buyers, the City Administrator 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. Indemnification. The Developer agrees to indemnify, defend and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred

resulting from approval of the Final Plat. The Developer agrees to indemnify, defend and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.

32. Assignment. The Developer may not assign this Agreement without the written permission of the City, which permission shall not be unreasonably denied or delayed. Notwithstanding the previous sentence, the Developer may, with notice to, but without the permission of the City, assign this Agreement to a party whose members, shareholders, or partners consist of one or more members of the Developer. No assignment shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City. The Developer (or assignees allowed hereunder)'s obligations shall continue in full force and effect even as the Developer (or assignees allowed hereunder) sells lots within the Property.
33. Severability In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.
34. Non-waiver. 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. Counterparts. 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 Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF FILLMORE)

The forgoing instrument was acknowledged before me this _____ day of _____, 2026 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 _____, 2026 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 _____, 2026 by Geoffrey Griffin, the CEO of G-Cubed Development, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

EXHIBIT A

PROPERTY

OUTLOT B, FINGERSON AND DONAHOE FIRST SUBDIVISION ASSESSORS REPLAT, according to the recorded plat thereof on file at the office of County Recorder, Fillmore County, Minnesota.

AND

OUTLOT C, FINGERSON AND DONAHOE FIRST SUBDIVISION ASSESSORS REPLAT, according to the recorded plat thereof on file at the office of County Recorder, Fillmore County, Minnesota.

AND

LOT 11, BLOCK 1, FINGERSON AND DONAHOE FIRST SUBDIVISION, according to the recorded plat thereof on file at the office of County Recorder, Fillmore County, Minnesota.

EXCEPT

All of the plat of AMCO ADDITION, according to the recorded plat thereof on file at the office of County Recorder, Fillmore County, Minnesota.

EXCEPT

All of the plat of AMCO SECOND ADDITION, according to the recorded plat thereof on file at the office of County Recorder, Fillmore County, Minnesota.

Containing 21.16 acres, more or less.

Final Plat

COPY

AMCO THIRD ADDITION

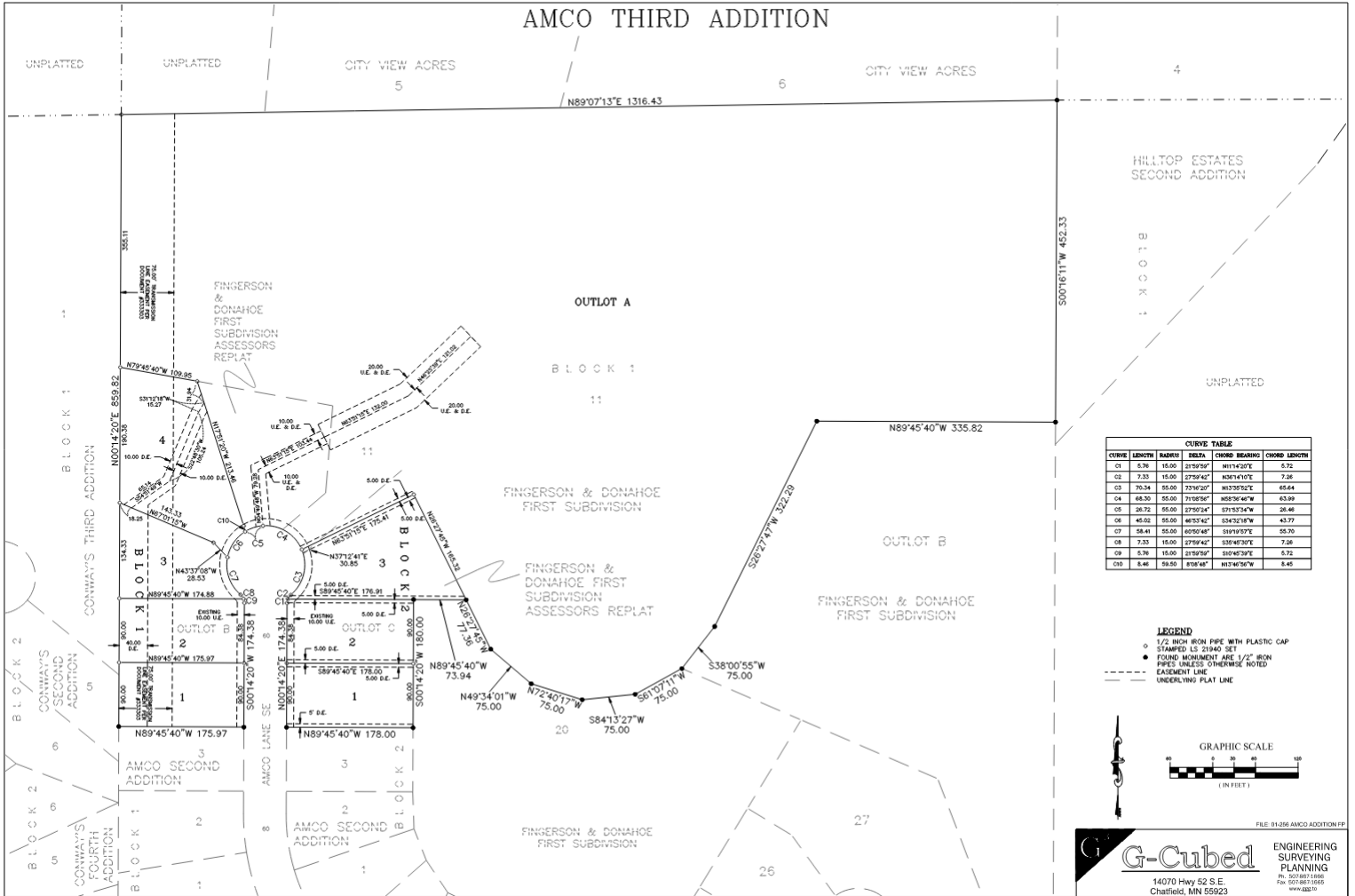


Exhibit C

Plans

The Plans applicable to the Property are as follows:

No.	Plan	Date of Plan Preparation	Prepared By
1	Amco 3 rd Addition Final Plat Date 5-6-2026		G-Cubed, Inc.
2.	Grading Plan for Amco 3 rd Addition Date 4-20-2026, Revised 5-6-2026		G-Cubed, Inc.
3.	Construction Plans for Amco 3 rd Addition Date 4-20-2026, Revised 5-6-2026		G-Cubed, Inc.



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: May 11, 2026

Agenda Item: Amco III - Final Plat

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Consider recommendation for approval.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2026-42 Amco Third Final Plat.pdf](#)

[AMCO THIRD Final Plat.pdf](#)

RESOLUTION NO. 2026-42

A RESOLUTION APPROVING FINAL PLAT – AMCO THIRD ADDITION

WHEREAS, G-Cubed Development, applicant, has submitted a complete application for a Final Plat for a subdivision entitled “Amco Third Addition”; and

WHEREAS, the plat is consistent with the City of Chatfield zoning and subdivision regulations and applicable laws and ordinances; and

WHEREAS, the Chatfield City Council has reviewed the application and City of Chatfield staff report and concurs with the findings of City staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chatfield Minnesota, that the final plat for “Amco Third Addition” is hereby approved subject to the following conditions:

Final Plat Conditions of approval:

- 1) Construction Plans shall be approved by the City Engineer and Public Works Staff prior to the recording of the Final Plat.
- 2) Sidewalk placement will be enforced during the building permit process and sidewalks must be constructed prior to the Certificate of Occupancy.
- 3) The Development Agreement for Amco Third Addition shall be signed and recorded prior to the recording of the Final Plat.
- 4) Further development into Outlot A will require a separate City review process.
- 5) The Final Plat shall be revised to incorporate any revisions required by the Fillmore County surveyor and/or recorder.

ADOPTED THIS 11th DAY OF May 2026

/s/Beth M Carlson
City Clerk
City of Chatfield



PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: May 11, 2026

Agenda Item: Salt/Sand Hoop Shed Options

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Review recommendations and options.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[2026 3-23 Spec_drawing 52x40 Hoop shed.pdf](#)

- FOR REVIEW
- FOR APPROVAL
- FOR PERMIT
- FOR CONSTRUCTION

SIGNATURE: _____

COMMENTS:

ENGINEERING

- UN-ENGINEERED BUILDING TRUSSES
- ENGINEERED BUILDING TRUSSES
- *STAMP BUILDING DRAWINGS REQUIRED*
- IBC-
- SNOW LOAD: - 20 PSF
- WIND LOAD: - 100 MPH

BUILDING INFORMATION

BUILDING WIDTH: 52' 0"
 BUILDING LENGTH: 40' 0"
 TRUSS SPACING: 10' 0"

1. FOUNDATION MATERIAL: CONCRETE BLOCK
2. END WALL 1: FABRIC
 - A. DOOR TYPE: NONE
 - B. DOOR PROVIDER:
 - C. VENTS: 2 MESH
3. END WALL 2: NONE
 - A. DOOR TYPE:
 - B. DOOR PROVIDER:
 - C. VENTS:

COVER SPECS:

1. TRIM COLOR: - WHITE
2. COVER TYPE: MONOLITHIC
3. COVER TERMINATION: 1' BELOW BASE PLATE
4. NUMBER OF COVERS: 1

SITE PREPARATION REQUIREMENTS

A WELL PREPARED SITE IS CRUCIAL TO THE OVERALL SUCCESS OF ANY BUILDING PROJECT. A POORLY PREPARED SITE CAN CAUSE PROBLEMS WITH DRAINAGE AND SETTLEMENT. SOME SITES AND FOUNDATIONS REQUIRE THE USE OF SOIL BORINGS AND HAVING THE FOUNDATION DESIGNED BY A STRUCTURAL ENGINEER. ALL RECOMMENDATIONS MADE BY GEO-TECHNICAL FIRM AND STRUCTURAL ENGINEER SHOULD BE FOLLOWED.

1. THE SELECTED SITE SHOULD ALLOW FOR FUTURE EXPANSION
2. ALL WEATHER ACCESS ROADS ARE NEEDED TO ALLOW CREW ACCESS TO JOBSITE. ROADWAYS SHOULD BE FREE FROM OBSTACLES THAT WOULD PREVENT CREW ACCESS TO JOBSITE.
3. THE SUB-GRADE NEEDS TO BE PROPERLY PREPARED AND COMPACTED
 - A. COMPACTION TESTING IS ADVISED AND SHOULD BE COMPLETED BY A MATERIAL TESTING AGENCY.

4. THE SITE SHOULD BE BUILT UP HIGH ENOUGH TO ALLOW FOR DRAINAGE.
 - A. A DRAIN TILE MAY BE USED IF DESIRED OR NECESSARY.
5. FINAL PREPARED SITE SHOULD BE LEVEL WITHIN 4" FOR A WOOD POST FOUNDATION AND WITHIN 1" FOR A Poured CONCRETE FOUNDATION.
6. IF THE FINAL BUILDING PROJECT WILL INCLUDE A GRAVEL OR CONCRETE FLOOR, THIS SHOULD BE INSTALLED AT THE EARLIEST TIME THE PROJECT ALLOWS AND WOULD BE PREFERABLE TO BE COMPLETED BEFORE THE INSTALLATION CREW ARRIVES TO COMPLETE THE INSTALLATION.
7. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO LOCATE THE PRIVATE UNDERGROUND UTILITIES INCLUDING PROPANE, WATER, ELECTRICAL, NATURAL GAS, PHONE, INTERNET, AND ANY OTHER LINES THAT MAY BE IN THE BUILDING SITE.
8. FOR PROPER ACCESS DURING CONSTRUCTION, THE SITE SHOULD ALLOW FOR 20' OF CLEARANCE ON THE OUTSIDE OF THE BUILDING FOOTPRINT ON BOTH SIDEWALLS AND 30' OF CLEARANCE ON THE OUTSIDE OF THE BUILDING FOOTPRINT ON BOTH END WALLS.

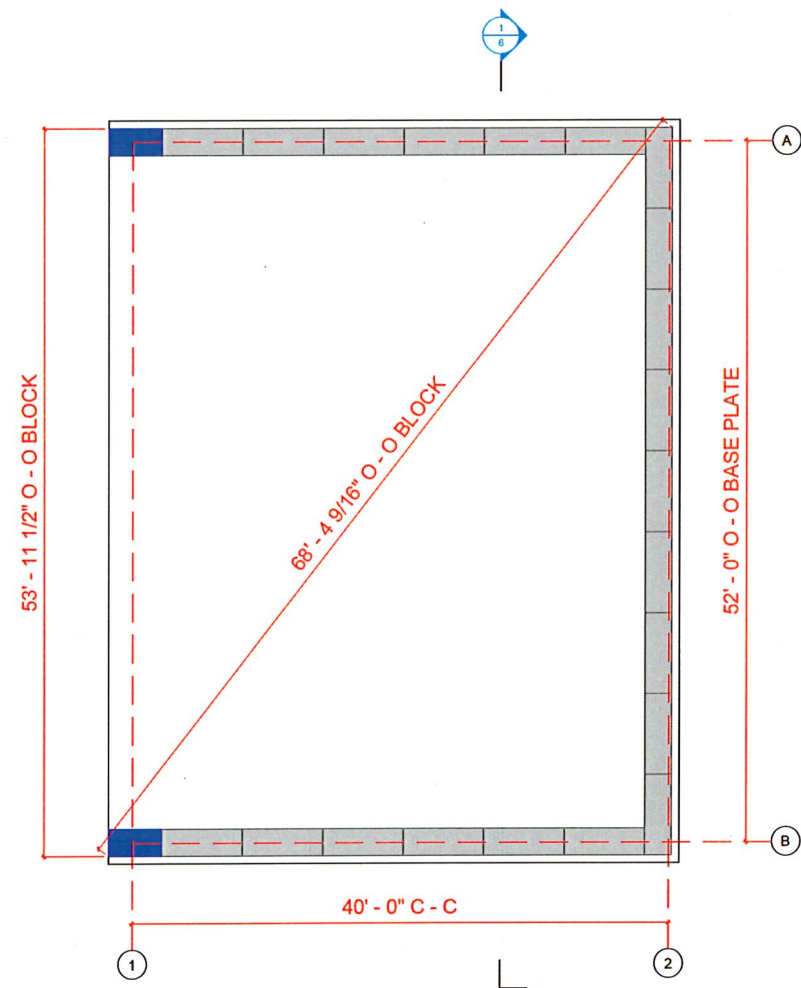
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NO.	REVISION	DATE

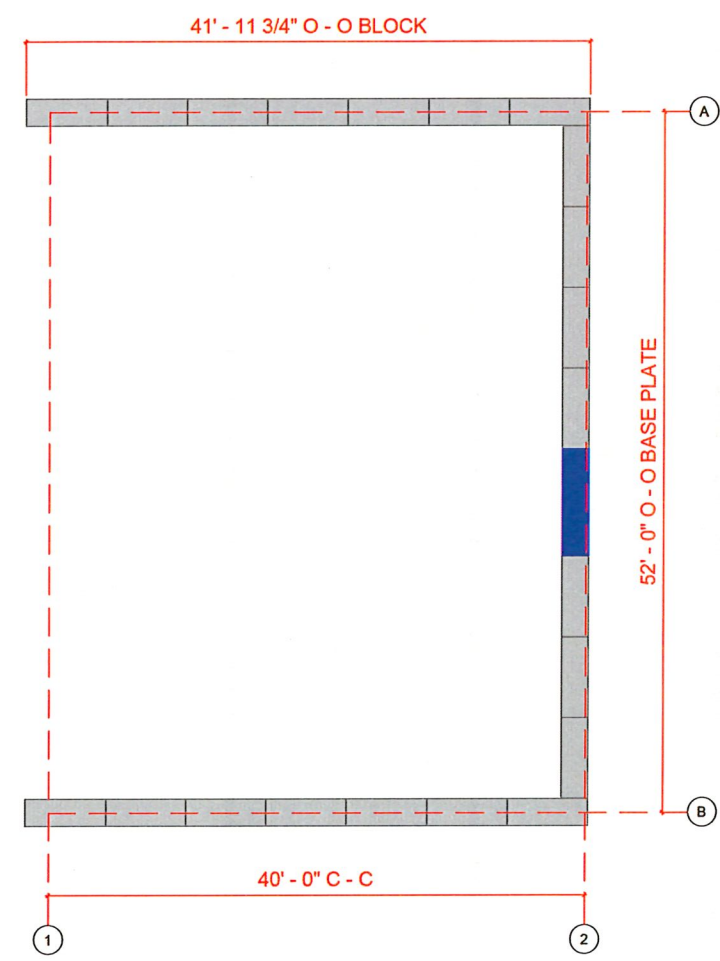
Layout Drawing_ City of Chatfield 52x40 Building on Concrete Blocks

NOTES

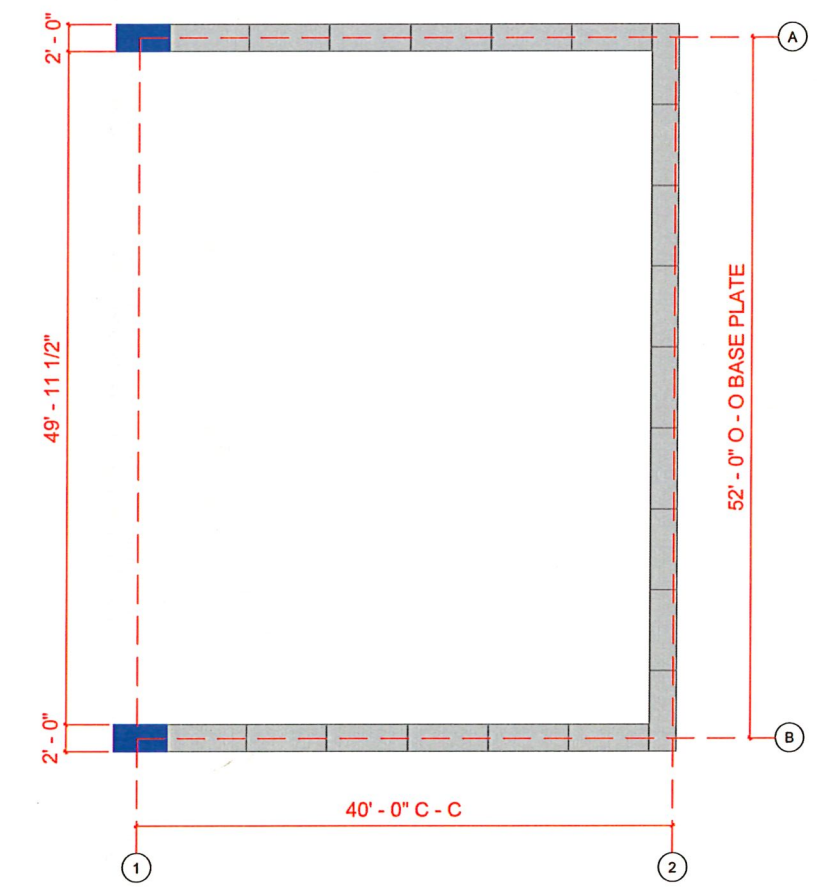




LEVEL 1
① 1:65



LEVEL 2
② 1:65



LEVEL 3
③ 1:65

SYMBOLS OF BLOCKS

- ④3 = - 2' x 2' x 6' BLOCK
- ④6 = - 2' x 2' x 4' BLOCK

NOTE: VERTICAL GAPS BETWEEN BLOCKS ACCEPTED - 0 1/4"

FOUNDATION LEGEND

Item	Name	Size	Quantity
1	FOUNDATION BLOCK RECTANGULAR	2 x 2 x 6	63
2	FOUNDATION BLOCK RECTANGULAR	2 x 2 x 4	6

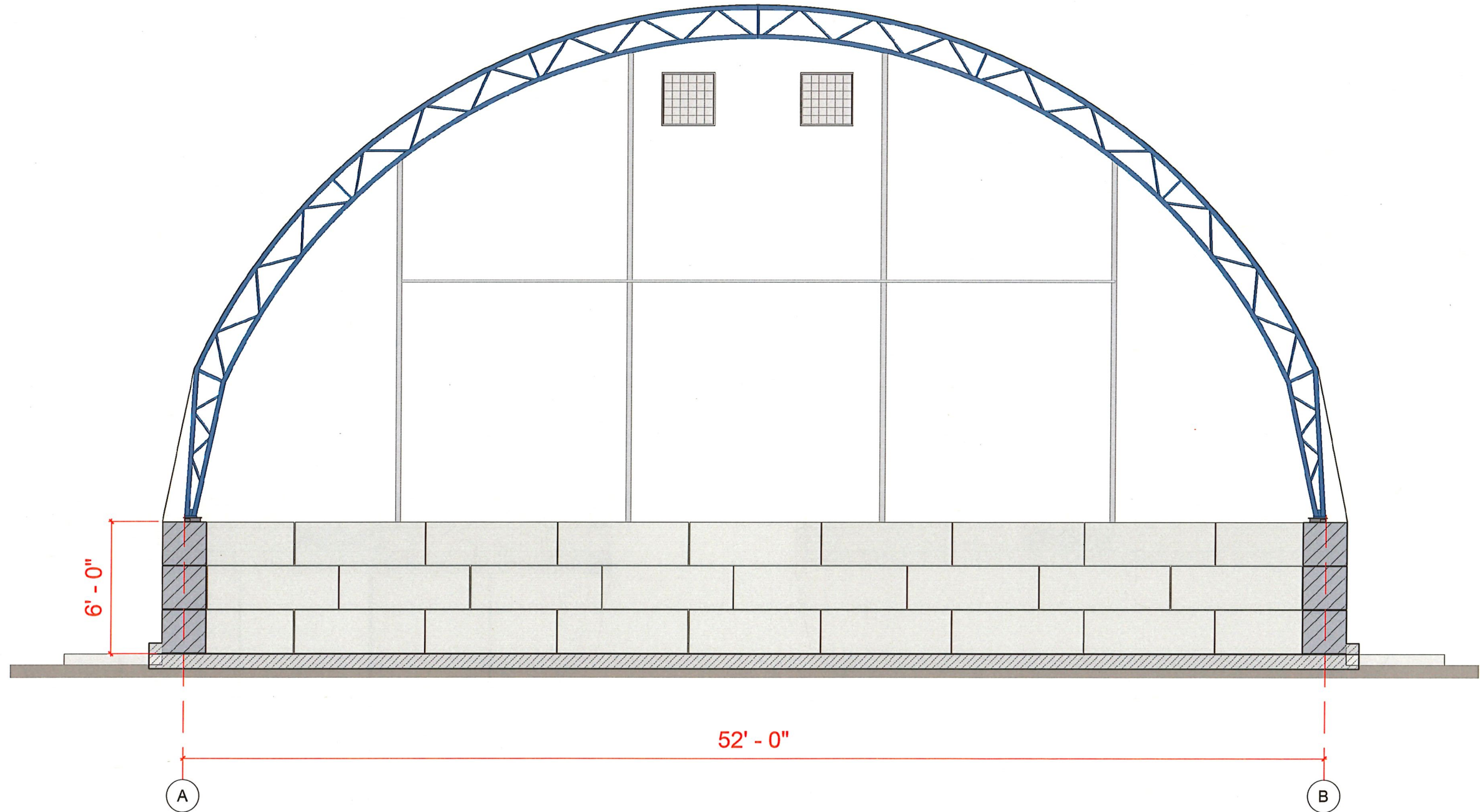
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Layout Drawing_City of Chatfield 52x40 Building on Concrete Blocks

PLAN DIMENSION





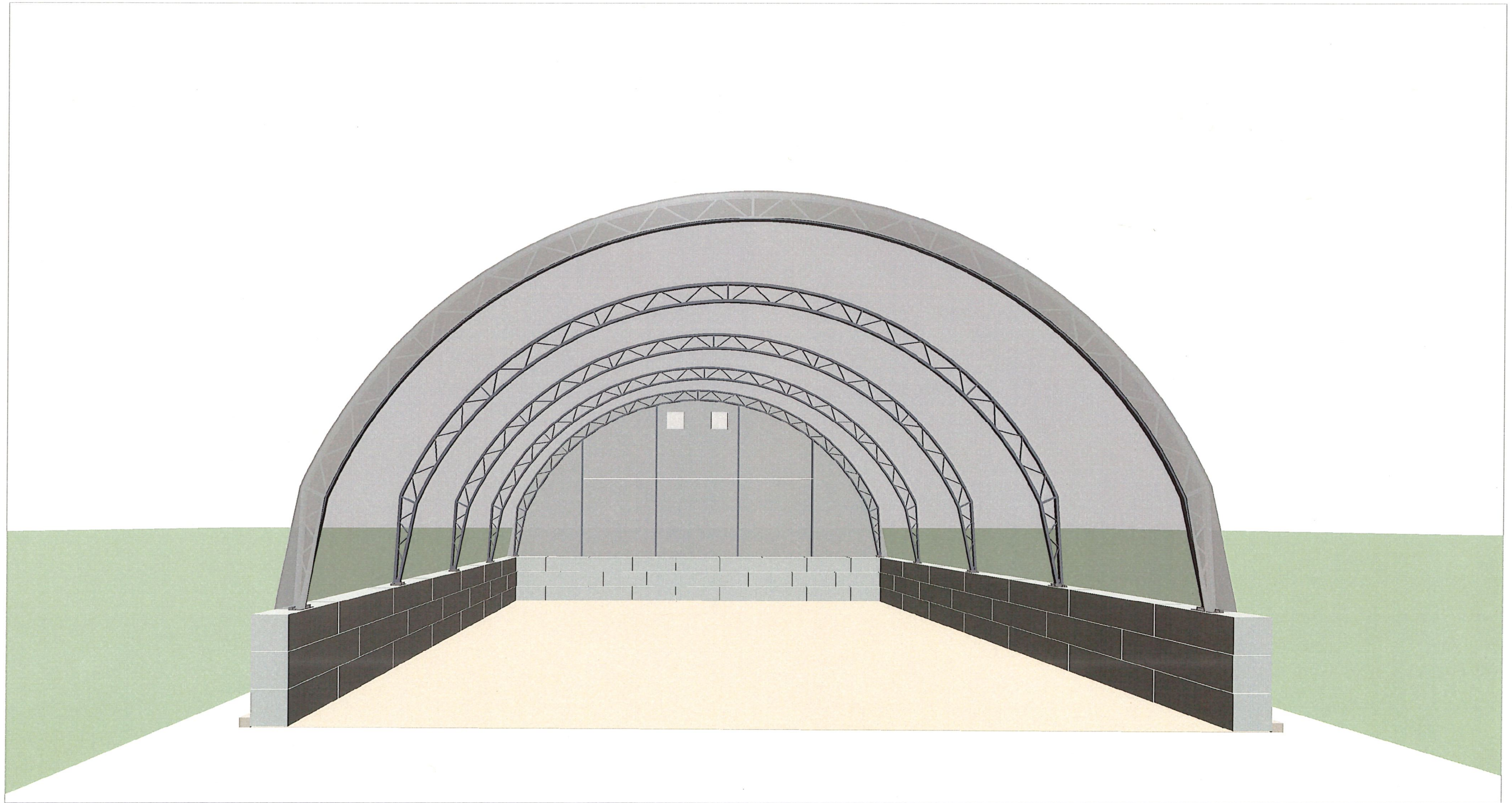
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Layout Drawing_City of Chatfield 52x40 Building on Concrete Blocks

SECTION VIEW





① 3D view 2

STAMP
HERE

NO.	REVISION	DATE

Layout Drawing_City of Chatfield 52x40 Building on Concrete Blocks

3D VIEW





PUBLIC WORKS COMMITTEE MEETING STAFF REPORT

Meeting Date: May 11, 2026

Agenda Item: Twiford Street to Mill Creek Park Drainage

Subject | Summary:

Agenda Category:

Submitted By: Michele Peterson

Recommended Motion: Review recommendations.

Community Engagement and Outreach:

FISCAL IMPACT:

Amount:

Ongoing Cost :

One-Time Cost :

Included in Current Budget?:

FISCAL DETAILS:

Fund Name(s) (Operations | Capital):

Account Code:

Background:

Attachments:

[Twiford Waterway Photos.pdf](#)















