DEEPHAVEN CITY COUNCIL WORKSHOP
COUNCIL CHAMBERS, CITY HALL
20225 COTTAGEWOOD ROAD
6:00 P.M. Monday, September 21st, 2026

AGENDA

6:00 P.M. WORKSHOP

1. 2027 Preliminary Levy and Budget
2. Dakota Wood Grinding
3. Replacement of the Steps and handrails on Northome Walking Path

DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM
20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Workshop
Council Agenda: Old Business
6 p.m. | 7 p.m. Monday, September 21, 2026
Resolution Adopting the 2026 Preliminary
Property Tax Levy, Payable in 2027

Recommended Motion: Approve Resolution Establishing 2026 Preliminary Property Tax Levy, Payable in 2027.

Note on Preliminary Levy and Budget Summary:
The only action needed at this meeting is the passage of the attached Resolution establishing the Preliminary Property Tax Levy as the ceiling on what will be levied for 2027.

Summary: the Preliminary Levy has been reduced by $140,196 from the September 8 Draft Budget. Factors leading to this reduction include the removal of a 7th Police Officer in 2027, updated interest investment returns, the removal of the UPS System from the Fire Department Capital Budget and other minor operational adjustments based upon past budgetary performance. These changes result in the recommended 2027 Preliminary Property Tax Levy in the amount of $4,970,043, which represents an increase of 6.19% from the 2026 Levy. This would be the third-lowest Preliminary Levy increases as compared to our 13 neighboring cities.

The City Council met in Workshop on July 6, August 3, August 17 and September 8 to discuss the Draft 2027 Deephaven General Fund and Preliminary Property Tax Levy. The budget and preliminary levy presented and reviewed at the September 8 Workshop featured a 2026 Preliminary Levy, payable in 2027 in the amount of $5,110,239.60. This reflected an increase of $429,788.60, or 9.18%, from the 2026 Final Property Tax Levy in the amount of $4,680,451. The components of this Preliminary Levy included a General Fund Levy in the amount of $3,820,924.60, a Debt Service Levy for the 2019A Series Bond in the amount of $189,315, and a Capital Improvement Fund Levy in the amount of $1,100,000.

Since our last meeting, Staff have continued to review and refine our projected budget estimates for next year. In terms of revenues, Staff more closely reviewed the City's long-term investments and have notably increased the projected interest income anticipated in 2027 from the previous amount of $30,000 to a new projected amount of $110,968. This level of projected revenue is in-line with audited revenues in prior years and reflects the re-investment of several CDs from previous 1% interest rates to current rates at or above the 3.5% to 4% rate of investment return.

Staff have also made adjustments to projected expenses for next year that have reduced the recommend property tax levy. It appears the City of Greenwood has elected to remain with the South Lake Minnetonka Police Department for their law enforcement services. This contract would have required the City of Deephaven to hire a seventh officer next year for the Police

Department, an expense that was reflected in the last budget draft. Additional budgetary adjustments include anticipated reductions in energy consumption and expense based upon the updating of the City Hall and Police Department HVAC systems, removal of the UPS System for the Fire Department Capital Expense and other small adjustments based upon prior year operations.

The budget adjustments presented above have allowed Staff increase the Contingency line item to $163,599.76 and reduce the General Fund property tax levy to $3,680,856. The Capital Improvement Levy is still recommended to increase by $100,000 to $1,100,000 to support capital projects and expenses next year and following the cadence to support a 2029 Street Improvement Project to address the remaining three miles of roadways in poor or worse condition. The Debt Service Levy is unchanged at the value of $189,315. The final recommended Preliminary Property Tax Levy is the aggregate of these amounts, $4,970,043; which represents an increase of 6.19% from the 2026 Final Property Tax Levy of $4,680,451.

This Preliminary Levy increase would land Deephaven as the area's third-lowest in comparison to our neighboring cities. As reported by our area City Administrators, the most recent proposed levies were:

City	Prelim Levy
Tonka Bay	38.00%
Excelsior	19.99%
Minnetonka Beach	14.80%
Minnetrista	11.00%
Independence	9.99%
Mound	9.85%
Shorewood	8.31%
Orono	8.09%
Spring Park	7.06%
Minnetonka	6.70%
Wayzata	6.25%
Deephaven	6.19%
Woodland	5.47%
Victoria	4.85%

Attached for your review is a draft of a Resolution that would formally adopt the 2027 Preliminary Property Tax Levy as presented herein. Members of the Council and Staff can discuss and review the budgets and this Resolution at our meeting on Monday, September 21st, and Staff can answer any questions the Council may have. Please note again that this Preliminary Levy represents the ceiling for that which can be levied in 2027. The 2027 Budget is not being

formalized or approved, and Staff will continue to review and update the 2027 Draft Budget and Final Property Tax Levy recommendations for Council review prior to our December Truth in Taxation Public Hearing.

Thank you, and as always, please send any questions, comments or requests for additional information you may have.

Dan Madsen
City Administrator / Special Counsel
Deephaven, Minnesota

CITY OF DEEPHAVEN, MINNESOTA

A Regular meeting of the City Council of the City of Deephaven, Minnesota was called to order by Mayor Kent Carlson on Monday, September 21, 2026, at 7:00 p.m. in the Council Chambers of City Hall, 20225 Cottagewood Road, Deephaven, Minnesota, 55331. The following Council Members were present: Carlson, Scherschligt, Jewett, Studer and Erdmann. The following were absent: None. A motion to adopt the following resolution was made by _____, seconded by _____.

RESOLUTION # XX-XX
A RESOLUTION ADOPTING THE 2026 PRELIMINARY PROPERTY TAX LEVY, PAYABLE IN 2027

WHEREAS, the Council held budget workshop meetings on July 6, August 3, August 17, September 8, and September 21 to discuss the proposed preliminary 2027 Budgets, Ad Valorem Property Tax Levy, Debt Service Property Tax Levy and Capital Improvement Fund Property Tax Levy anticipated for 2027; and

WHEREAS, the Deephaven Preliminary Property Tax Levy is required to be certified to the Hennepin County Auditor no later than September 30, 2026, pursuant to MINN. STAT. §275.065, subd. 1; and

WHEREAS, the Debt Service Levy for the 2019A Series Street Reconstruction Bond requires the 2027 amount to be levied for that debt as $189,315; the new 2026A Series Bond has a payment due in the amount of $128,418.75 which will be paid from available funds that were capitalized and held upon issuance of the 2026A Series Bond.

WHEREAS, the City of Deephaven Capital Improvement Fund Levy is proposed in the amount $1,100,000 to fund the City's Capital Improvement Fund equipment purchases and infrastructure improvements scheduled for 2027 and beyond; and

WHEREAS, the Ad Valorem levy is recommended to be set at $3,680,856 to fund municipal operations in 2027; and

WHEREAS, the combined total of these levies establishes the 2027 Draft Preliminary Property Tax Levy, which would be in the final amount of $4,970,043. This reflects an increase of $289,592, or 6.19%, from the 2026 Final Property Tax Levy in the amount of $4,680,451; and

WHEREAS, the City of Deephaven will hold its annual Truth in Taxation Public Hearing and review the Final 2026 Property Tax Levy, Payable in 2027, at 7 p.m., Monday, December 7, 2026.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Deephaven, County of Hennepin, State of Minnesota, that the following sums of money as per the attached budget be

levied and collectible in 2027 upon the taxable property in said City of Deephaven for the following purposes:

Debt Service Levy*	$	189,315
Capital Improvement	$	1,100,000
Ad Valorem (General) Levy	$	3,680,856
Total Preliminary Property Tax Levy:	**$**	**4,970,043**

*The 2026A Series Bond has a 2027 payment due in the amount of $128,418.75 which will be paid from available funds that were capitalized and held upon issuance of the 2026A Series Bond. No property tax levy is necessary for this payment.

BE IT FURTHER RESOLVED that the City Clerk shall submit the Preliminary Levy to the Hennepin County Auditor prior to September 30, 2026.

BE IT ALSO RESOLVED that the City of Deephaven will hold the annual Truth in Taxation Public Hearing to review the 2027 Budget and Final 2027 Property Tax Levy at 7 p.m., Monday, December 7, 2026, at Deephaven City Hall, 20225 Cottagewood Road, Deephaven, Minnesota 55331.

Adopted by the Council of the City of Deephaven, Minnesota on Monday, September 21, 2026. The following Council Members voted in favor: Carlson, Scherschligt, Studer, Jewett and Erdmann. The following members voted against or abstained: None. Where upon the motion was declared passed and executed.

CITY OF DEEPHAVEN

_____
Kent Carlson, Mayor

ATTEST:

_____
Kimberly Lenarz-Greenwaldt, City Clerk

Deephaven Capital Improvement Plan

	Final 2020	Final 2021	Final 2022	Final 2023	Final 2024	Final 2025	Budget 2026	YTD 2026	Projected 2026	Draft 2027	Draft 2028	2026 Notes	2027 Notes	2028 Notes
Capital Improvement Revenues														
Interest Income	$12,487	$148	$8,251	$200	$0	$0	$200	$0	$200	$0	$0			
Franchise Fees	$94,641	$94,392	$94,915	$94,500	$163,365	$189,494	$220,000	$142,656	$220,000	$200,000	$200,000	Does not include $56,725.43 in cell tower revenue received as of 8.31.2026		
Tax Levy	$394,469	$394,994	$445,081	$450,000	$700,000	$900,000	$1,000,000	$500,000	$1,000,000	$1,100,000	$586,707	Reflects reduced levy for 2026 Project	Reflects reduced levy for 2026 Project	
Grant / State Aid / Rescue Funds	$20,000	$750,000	$0	$0	$0	$300,000	$0	$0	$0	0	0			
Vehicle Forfeitures	$0	$9,430	$0	$0	$0	$0	N/A	$0	N/A	0	0			
Sale of Equipment	$0	$52,300	$0	$65,000	$50,905	$21,025	$65,000	$90,000	$0	$25,000	$25,000	Trade in value of old CAT Wing Plow- $65,000 but came off of purchase price. Plus $25,000 for sale of PW Plow Truck		
General Fund Transfer	$200,000	$150,000	$200,000	$0	$0		N/A	N/A	N/A	N/A	N/A			
Enterprise Fund Transfers	$0	$16,000	$32,000	$52,000	$70,000	$0	$0	$0	$0	$0	$0	Discontinued		
Small Cities Road Aid					$58,558	$0	$62,160.00	$21,188	$62,160.00	$57,407.00	$57,407.00			
Bond Proceeds	$78,227	$0	$0	$0	$293,058	$0	$0	$0	$0	0	0			
Miscelaneous Revenues	$100,400	$6,393	$0	$0	$21,809	$500	$0	$0	$0	0	0			
Total CIP Revenues	**$900,224**	**$1,473,657**	**$780,247**	**$661,700**	**$1,357,695**	**$1,411,019**	**$1,347,360**	**$753,844**	**$1,282,360**	**$1,382,407**	**$869,114**			

	Final 2020	Final 2021	Final 2022	Final 2023	Final 2024	Final 2025	Budget 2026	YTD 2026	Projected 2026	Draft 2027	Draft 2028			
Capital Improvement Expenses														
City Hall	N/A	N/A	N/A	N/A	$52,143	$230,134	$55,000	$0	$55,000	$125,000	$0			
Police Department	N/A	N/A	N/A	N/A	$361,447	$42,058	$15,000	$46,089	$33,000	$142,000	$154,200	PD Server down payment, Vehicle lease fees		
Public Works	N/A	N/A	N/A	N/A	$625,795	$219,683	$318,000	$326,828	$251,624	$87,000	$0	2026 Cat Loader, Wing and Plow Council approved 11.3.2025. PW truck lease fees		
Park and Rec.	N/A	N/A	N/A	N/A	$2,755	$692,511	$605,000	$103,398	$605,000	$180,500	$15,000	Village Hall Pavillion ($550,000), Retaining Wall; Thorpe Park Concrete Borders		
Roads and Streets	N/A	N/A	N/A	N/A	$495,072	$322,164	$140,000	$331,964	$592,927	$180,000	$180,000	$140,052 Fog and Chip / $305,469.43 Street Project Engineering Fees / $154,788.37 2026 Street Project Additional Construction / Admin Expense		
Total CIP Expense	**$835,055**	**$1,612,511**	**$905,710**	**$1,100,413**	**$1,537,212**	**$1,506,550**	**$1,133,000**	**$808,279**	**$1,537,551**	**$714,500**	**$349,200**			

Equipment Purchases Only	2026	Draft 2027	Draft 2028
Projected Revenues	$1,282,360	$1,382,407	$869,114
Projected Expenses	$1,537,551	$714,500	$349,200
Projected Total	-$255,191	$667,907.00	$519,914

2027 Total Equipment Expense	$865,236	Note: If we buy everything next year projected in our CIP Plan
2027 Total Depreciation Expense	$516,586	If we fully funded depreciation, it is recommended we do not fund next year.
Total 2027 CIP Expense	$1,381,822	Note: Cost of all CIP purchases and fully funded depreciation

2028 Total Current Expense	$349,200	Note: If we buy everything next year projected in our CIP Plan
2028 Total Depreciation Expense	$512,052	If we fully funded depreciation, we could partially fund based upon projections
Total 2028 CIP Expense	$861,252	Note: Cost of all CIP purchases and fully funded depreciation

	Final 2020	Final 2021	Final 2022	Final 2023	Final 2024	Final 2025	Budget 2026	Draft 2027	Draft 2028
Capital Fund Balance	$501,301	$435,278	$309,815	-$8,085	-$187,602	-283,133	-538,324	$29,583	$449,497
							Includes $255,191 with deficit from 2026 Street Project		

City Hall Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding	
Computers (7 Stations)	$35,000	4	2027	$8,750		
Server	$25,000	5	2030	$5,000		
Software / Programs	$65,000	10	2027	$6,500		Moved again to 2027, has been in CIP since 2024
Website	$25,000	10	2027	$2,500		Moved again to 2027, has been in CIP since 2024
Phone System	$12,000	7	2032	$1,714		
Copier / Scanner	$9,800	6	2031	$1,633		
City Hall HVAC Sytem	$15,000	15	2039	$1,000		
PD HVAC System	$30,000	15	2026	$2,000		
A/V Equipment	$58,000	10	2025	$5,800		
Generator	$82,000	25	2053	$3,280		
Furnishings	$25,000	15	2026	$1,667		
Roof	$75,000	25	2050	$3,000		
Total CIP Expense	**$456,800**			**$42,844**		

2026 CIP Expense	**$55,000**
2026 Depreciated Expense	**$42,844**
2027 CIP Expense	**$125,000**
2027 Depreciated Expense	**$42,844**

2028 CIP Expense	**$0**
2028 Depreciated Expense	**$42,844**
2027 Projected Expense	**$167,844**
2028 Projected Expense	**$42,844**

Police Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding	
2023 Dodge Durango GT 60 mo. Lease	$66,000	5	2028	$13,200	$6,151	
2023 Dodge Durango Police 48 mo.Lease	$66,000	4	2027	$16,500	$5,663	
2023 Dodge Durango Police 48 mo.Lease	$66,000	4	2027	$16,500	$5,663	
2025 Dodge Durango Police Car	$66,000	4	2029	$16,500		Purchased in 2024
2025 Dodge Durango Police Car	$66,000	4	2029	$16,500		Purchased in 2024
2024 Xerox/Fax Machine	$6,500	6	2034	$1,083		
2024 Livescan Fingerprint Machine	$30,000	10	2034	$3,000		
2022 (4) Squad Laptops	$13,200	6	2028	$2,200		
2023 (5) AED's	$15,000	8	2031	$1,875		
2019 (5) Police Rifles	$10,000	8	2027	$1,250		
2013 (2) Civil Defense Sirens	$40,000	20	2033	$2,000		
2020 Police Server	$30,000	5	2026	$6,000		
Taser VR Traning System	$10,830	5	2030	$2,166		
2015 Police Department Camera System	$21,000	10	2034	$2,100		Purchased in 2024
2012 Replacement Police Management System	$75,000	15	2028	$5,000		
Total CIP Expense	**$506,530.00**			**$105,874**		

2026 CIP Expense	**$30,000**
2026 Depreciated Expense	**$105,874**

2027 CIP Expense	**$142,000**
2027 Depreciated Expense	**$105,874**

2028 CIP Expense	**$154,200**
2028 Depreciated Expense	**$105,874**
2027 Projected Expense	**$247,874**
2028 Projected Expense	**$260,074**

Notes: Not Depreciated - To be included in annual operating budget as expenses when needed.			
2024 (8) Glock 9mm Handguns	5,000	7	2031
2023 (8) Portable Radios Leased		7	2030
2024 (6) Mobile Radios Leased		10	2033
2024 (4) LPR Sqd Camera Lease	71,670	5	2029
2024 (8) Body Camera Lease	28,700	5	2029
2018 (2) Radar Units	6,000	7	2025
2019 (2) Radar Units	6,000	7	2026
2022 (2) Garage Doors	6,000	10	2032
2023 (2) Office Computers	4,500	5	2027
2020 (4) Office Computers	9,000	5	2025
2020 Tasers (8) (4 yr Lease, 10K per year)	10,000	4	2025
2019 Lidar	5,000	10	2029
2014 (4) Portable Ballistic Shields	7,000	12	2026
2019 (2) Portable Speed Monitors	6,300	8	2027
2020 (5) Rifle Suppressors	3,400	8	2028
2025 (1) Radar Unit	4,000	7	2032
2012 (2) Portable Weighing Scales	6,000	20	2032

Public Works Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding
2023 Skidsteer Trailer	$18,000.00	30	2054	$600.00	
2024 Toolcat	$87,128.00	10	2034	$8,712.80	
2024 Crack Filling Machine	$115,972.00	12	2036	$9,664.33	
2024 Roller Rd 12 Whacker	$22,500.00	20	2044	$1,125.00	
2022 Blacktop Trailer	$34,500.00	15	2037	$2,300.00	
2007 Freightliner Water Truck and Tank	$210,000.00	15	2031	$14,000.00	
2006 Tractor / Flail Side Arm John Deere	$70,000.00	20	2029	$3,500.00	
2026 Cat Loader	$316,624.00	15	2026	$21,108.27	$248,624
2023 Ford F150 Pickup Truck	$56,020.00	10	2033	$5,602.00	
2024 Toro Groundsmaster Mower, Blower	$61,000.00	10	2034	$6,100.00	
2015 Freightliner Plow Truck	$265,000.00	15	2030	$17,666.67	
2016 Freightliner Plow Truck	$265,000.00	15	2031	$17,666.67	
2017 Bobcat 650 / Sweeper, Bucket, Broom	$65,000.00	10	2027	$6,500.00	
2019 Toro Groundsmaster 7200	$22,000.00	8	2027	$2,750.00	
2019 Ford F450 Super Duty Pickup	$96,500.00	10	2029	$9,650.00	
2022 Ford F350 Dump Truck Lease	$98,000.00	10	2033	$9,800.00	$9,542
2024 Freightliner Plow Truck Lease	$282,000.00	15	2039	$18,800.00	
Public Works Shop	$2,340,362.00	50	2040	$46,800.00	
Sand / Salt Shed	$591,410.00	40	2043	$14,785.00	
Total CIF Expense	**$5,017,016.00**			**$217,131**	

2026 CIP Expense	$318,000
2026 Depreciated Expense	$217,131

2027 CIP Expense	$87,000
2027 Depreciated Expense	$217,131

2028 CIP Expense	$0
2028 Depreciated Expense	$217,131
2027 Projected Expense	$304,131
2028 Projected Expense	$217,131

Parks and Rec. Capital Outlay Expense	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding

Children's Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Playground Slide	$20,000	30	2029	$666.67	
Playground Boat	$15,000	30	2029	$500	
Gazebo	$35,000	35	2034	$1,000	
Brick Pavers	$15,000	30	2050	$500	
Irrigation System	$15,000	30	2029	$500	
Sculpture	$37,000	30	2029	$1,233.33	
Fountain	$5,000	30	2029	$166.67	
Subtotal Expense	**$142,000**			**$4,567**	

Village Hall Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding	
Gazebo	$50,000	50	2030	$1,000		
Tennis Court Reconstruction (2025)	$155,000	25	2050	$6,200	$54,792	For fencing install
Tennis Court Resurfacing	$20,250	5	2029	$4,050		
Tennis Court Backboard	$5,000	25	2030	$200		
Retaining Walls (2)	$20,000	30	2026	$666.67		
Warming House	$550,000	25	2026	$22,000	$7,965	
Ice Rink Lights	$70,000	30	2030	$2,333.33		
Ballfield Backstop	$5,000	25	2030	$200		
Hockey Rink	$564,783	40	2065	$14,120	$619	
Playground Equipment	$35,000	25	2043	$1,400		
Subtotal Expense	**$1,475,033**			**$52,170**		

Thorpe Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Multi-use Playground	$75,000	25	2035	$3,000	
Dinosaur Playground	$50,000	25	2030	$2,000	
Multi-colored Playground	$50,000	25	2030	$2,000	
Climbing Structure	$18,000	20	2030	$900	
Picnic Shelter	$35,000	35	2033	$1,000	
Ballfield Backstops (2)	$10,000	15	2028	$666.67	
Hockey Rink Lights	$70,000	25	2042	$2,800	
Warming House (2023)	$400,000	40	2063	$10,000	
Hockey Rink Asphalt Surface (Concrete)	$110,000	20	2037	$5,500	
Hockey Rink Boards (Fiberglass)	$75,000	25	2042	$3,000	
Tennis Court Resurfacing (2023)	$27,000	10	2033	$2,700	
Tennis Court Reconstruction	$100,000	25	2047	$4,000	
Tennis Court Backboard	$5,000	15	2037	$333.33	

Asphalt Path	$170,000	20	2043	$8,500		
Basketball Court	$40,000	25	2032	$1,600		
Basketball Resurface	$15,000	10	2025	$1,500		Occurred in 2025 - $8,264
Pond Fountain	$8,000	10	2025	$800		Occurred in 2025 - $7,475
Playground Concrete Borders	$35,000	20	2026	$1,750		
Subtotal Expense	**$1,293,000**			**$52,050**		

Shuck Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Playground Equipment	$35,000	20	2040	$1,750	
Tennis Court Reconstruction	$100,000	25	2045	$4,000	
Tennis Court Resurfacing	$27,000	10	2030	$2,700	
Subtotal Expense	**$162,000**			**$8,450**	

Haralson Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Platform Court Resurfacing	$20,000	6	2027	$3,333.33	
Platform Court Lighting	$20,000	15	2037	$1,333.33	
New Platform Court	$200,000	20	2037	$10,000.00	
Subtotal Expense	**$240,000**			**$14,666.67**	

Burton Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Stone Stairs	$7,000	25	2035	$280	
Subtotal Expense	**$7,000.00**			**$280.00**	

Pump Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding	
Asphalt Path	$0	0	0	$0		Park Board recommended removal, no replacement
Subtotal Expense	**$20,000.00**			**$0.00**		

Linwood Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Dock (48')	$8,000	10	2030	$800	
Subtotal Expense	**$8,000.00**			**$800.00**	

Sandy Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Dock (110')	$10,000	10	2030	$1,000	
Subtotal Expense	**$10,000.00**			**$1,000.00**	

Rocky Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Dock (90')	$9,000	10	2036	$900	
Subtotal Expense	**$9,000.00**			**$900.00**	

Nocomo Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Parking Lot	$80,000	25	2050	$3,200	
Subtotal Expense	**$80,000.00**			**$3,200.00**	

Robinson's Bay Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Border Fence	$5,000	15	2028	$333	
Dock (60')	$9,000	10	2036	$900	
Subtotal Expense	**$14,000**			**$1,233**	

Deephaven Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Lights (8)	$40,000	20	2027	$2,000	
Lake Avenue Bollards (7)	$10,500	25	2027	$420	
Sport Court	$35,000	20	2027	$1,750	
Sport Court Parking Bollards (12)	$25,000	25	2027	$1,000	
Asphalt Path (200')	$50,000	25	2027	$2,000	
Sun Arbor	$25,000	20	2039	$1,250	
Swimming Dock	$60,000	20	2037	$3,000	
Subtotal Expense	**$245,500**			**$11,420**	

Total CIF Expense	**$3,705,533.00**			**$150,736.24**	

2026 CIP Expense	**$605,000**
2026 CIP Depreciation Expensee	**$150,736**

2027 CIP Expense	**$180,500**
2027 Depreciated Expense	**$150,736**

2028 CIP Expense	**$15,000**
2028 Depreciated Expense	**$150,736**
2027 Projected Expense	**$331,236**
2028 Projected Expense	**$165,736**

Roads and Streets Capital Budget	Final 2025	Budget 2026	Draft 2027	Draft 2028
Chip and Fog Seal Coat, Maltine Treatment	119,624	140,000	180,000	180,000

2027 Projected Expense	**$180,000**
2028 Projected Expense	**$180,000**

2026 Street Project - 2026 Expenses YTD $191,912.33

Sewer Fund Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding
Lift Station Control Panels	$140,000.00	20	2026	$7,000.00	
2015 F350 Sewer Service Truck	$65,000.00	15	2030	$4,333.33	
Portable Generator	$34,000.00	20	2034	$1,700.00	
Total CIF Expense	**$239,000.00**			**$13,033**	

2026 CIP Expense	**$140,000**
2026 Depreciated Expense	**$13,033**

2027 CIP Expense	**$0**
2027 Depreciated Expense	**$13,033**

2028 CIP Expense	**$0**
2028 Depreciated Expense	**$13,033**
2027 Projected Expense	**$13,033**
2028 Projected Expense	**$13,033**

Stormwater Fund Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding
Steam Generator	$4,500.00	20	2027	$225.00	
Total CIF Expense	$4,500.00			$225	

2026 CIP Expense	$0
2026 Depreciated Expense	$225

2027 CIP Expense	$4,500
2027 Depreciated Expense	$225

2028 CIP Expense	$0
2028 Depreciated Expense	$225
2027 Projected Expense	$4,725
2028 Projected Expense	$225

Marina Fund Capital Outlay Expense	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding	
St Louis Bay	**Total Cost**	**Depreciation**	**Replacement**	**Annual Cost**	**Current Funding**	
Cruiser Docks (53)	$156,000	25	2034	$6,240.00		
Light Poles (4)	$20,000	25	2025	$800		look into
Dock Lights (5)	$4,000	10	2029	$400		
Launch Ramp	$40,000	20	2040	$2,000		
Breakwater	$26,000	25	2031	$1,040		
Sidewalk (250')	$15,000	20	2032	$750		
Rip Rap (300')	$22,500	20	2031	$1,125		
Breakwater Dock	$17,000	25	2033	$680		
Subtotal Expense	**$300,500**			**$13,035**		
Carson's Bay	**Total Cost**	**Depreciation**	**Replacement**	**Annual Cost**	**Current Funding**	
Cruiser Docks (40)	$105,000	25	2037	$4,200		
Dock Lights (4)	$3,000	15	2035	$200		
Subtotal Expense	**$108,000**			**$4,400**		
Public Launch	**Total Cost**	**Depreciation**	**Replacement**	**Annual Cost**	**Current Funding**	
Driveway	$10,000	25	2026	$400		
Dock (48')	$12,000	20	2041	$600		
Launch	$18,250	15	2026	$1,217		Fixed in 2025
Subtotal Expense	**$40,250**			**$2,217**		
Equipment	**Total Cost**	**Depreciation**	**Replacement**	**Annual Cost**	**Current Funding**	
1978 Pontoon Trailer	$5,000	25	2028	$200		
Pontoon Motor	$3,000	20	2028	$150		
1995 Pontoon	$15,000	25	2028	$600		
Security Camera System	$7,500	15	2034	$500		
Subtotal Expense	**$30,500**			**$1,450**		

Total CIF Expense	**$479,250.00**
	$21,101.67

2026 CIP Expense	**$28,250**
2026 CIP Depreciation Expensee	**$21,102**

2027 CIP Expense	**$0**
2027 Depreciated Expense	**$21,102**

2028 CIP Expense	**$23,000**
2028 Depreciated Expense	**$21,102**

2027 Projected Expense	**$21,102**
2028 Projected Expense	**$44,102**

Budget Item	2020 Actual	2021 Actual	2022 Actual	2023 Budget	2023 Projected	2024 Budget
Revenues						
Interest Income	12,487	148	8,251	200	200	200
Franchise Fees	94,641	94,392	94,915	94,500	94,500	189,000
Tax Levy	394,469	394,994	445,081	450,000	450,000	700,000
Grant / State Aid / Rescue Funds	20,000	750,000	0	100,000	0	0
Small Cities Road Aid	0	72,871	0	0	0	83,792
Vehicle Forfeitures	0	9,430	0	0	0	0
Sale of Equipment	0	52,300	0	90,000	65,000	0
General Fund Transfer	200,000	150,000	200,000	0	0	0
Marina Fund Transfer	0	16,000	32,000	52,000	52,000	70,000
Bond Proceeds	78,227	0	0	0	0	0
Other Revenues	100,400	6,393	0	0	0	0
Total Revenues	900,224	1,546,528	780,247	786,700	661,700	1,042,992
Expenditures						
Computers/Server/Technology	5,423	0	0	54,000	28,250	0
Admin. Equipment	0	0	0	10,000	8,000	12,000
City Hall Improvements	0	87,239	13,002	0	0	4,000
Vehicles / Plow Truck	0	0	34,140	65,800	150,632	67,432
Street Equipment	6,046	96,056	19,368	0	0	72,260
Street Improvements	441,653	351,683	441,955	526,000	601,031	350,000
Engineering	102,448	236,446	188,867	105,200	124,260	160,000
Northome Bridge Project	0	762,857	0	0	0	0
Record Management System	0	0	0	0	0	50,000
Police Vehicles	95,277	22,888	39,004	79,000	38,026	49,920
Police Office Upgrades	25,854	0	0	0	0	7,000
(7) Police Tasers	11,389	0	0	0	0	0
Patrol Rifles / Suppressors	0	3,320	0	0	0	0
Police Server/Computer	2,686	3,845	6,399	0	0	15,000
Radar Speed Monitors	0	0	2,261	0	0	0
Police Equipment	0	0	18,627	34,000	12,514	8,500
Park & Beach Improv.	144,279	48,217	142,087	110,000	137,700	20,000
Total Expenses	835,055	1,612,551	905,710	984,000	1,100,413	816,112
Annual Balance	65,169	-66,023	-125,463	-197,300	-438,713	226,880
Fund Bal, Jan 1	436,132	501,301	435,278	309,815	309,815	-128,898
Fund Bal, Dec 31	501,301	435,278	309,815	112,515	-128,898	97,982

Deephaven General Fund Revenues

		Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2027	Details
Ad Valorem Taxes										
101-31010	Current Ad Valorem Taxes	$2,435,679.00	$2,637,336.00	$2,949,483.00	$3,113,338.00	$1,088,675.14	31.20%	$3,489,666.00	**$3,680,856.00**	9.17.2026 Reduced by $67,480.23 through line item cuts and fine tuning.
101-31020	Delinquent Ad Valorem Taxes	$7,610.00	$6,018.00	$8,625.00	$625.00	$16,717.68	196.68%	$8,500.00	**$8,500.00**	Estimated based upon 2024, delinqunet taxes collected in 2026
101-31040	Fiscal Disparities	$33,836.00	$32,538.00	$29,389.00	$29,963.00	$14,064.94	0.00%	$0.00	**$0.00**	Updated based upon Auditor notes
101-31800	Surchgarge Revenue / Penalty	$2,257.00	$2,986.00	$896.00	$12.00	$1,565.10	78.26%	$2,000.00	**$2,000.00**	Estimated based upon 2024
	Total Ad Valorem Taxes	**$2,479,382.00**	**$2,678,878.00**	**$2,988,393.00**	$3,143,938.00	$1,121,022.86	32.03%	$3,500,166.00	**$3,691,356.00**	
Licenses and Permits										
101-32110	Alcohol / Tobacco Licenses	$1,742.00	$725.00	$700.00	$725.00	$0.00	0.00%	$750.00	**$725.00**	Check LQ License Fee - yacht club
101-32160	Professional Licenses	$4,275.00	$4,875.00	$3,950.00	$1,200.00	$1,040.00	23.11%	$4,500.00	**$4,000.00**	Tree service licenses
101-32180	Other Business Licenses	$9,310.00	$150.00	$50.00	$50.00	$70.00	70.00%	$100.00	**$100.00**	
101-32210	Deephaven Building Permits	$265,901.00	$357,638.00	$365,133.00	$554,939.00	$215,379.32	59.01%	$365,000.00	**$365,000.00**	
101-32211	Electrical Permits	$27,305.00	$34,996.00	$12,369.00	$1,235.00	$16,118.80	0.00%	$0.00	**$0.00**	No revenue based upon change from Minnetonka to State of MN
101-32240	Dog Licenses	$2,210.00	$1,175.00	$1,540.00	$170.00	$260.00	20.00%	$1,300.00	**$800.00**	est. 200 Dog Licenses, every other year as they are good for 2 years
101-32250	Parking Permits	$45,938.00	$52,471.10	$49,663.00	$52,580.00	$48,260.00	87.75%	$55,000.00	**$50,000.00**	2024: 431 Resident, 420 Beach, 173 Launch 3006 resident free
	Total Licenses and Permits	**$356,681.00**	**$452,030.10**	**$433,405.00**	$610,899.00	$281,128.12	65.89%	$426,650.00	**$420,625.00**	
Charges for Service										
101-34103	Zoning & Subdivisions	$11,150.00	$10,100.00	$7,550.00	$9,538.00	$12,350.00	102.92%	$12,000.00	**$12,000.00**	
101-34201	General Police Services	$31,041.00	$10,881.00	$1,266.00	$12,739.00	$3,125.00	156.25%	$2,000.00	**$2,752.00**	False alarms ($1,500), Towards 0 Deaths ($1,252)
101-34202	Police Forfeiture	$0.00	$535.00	$6,000.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	We don't budget for forfeitures, should always be 0 in budget.
101-34303	Private Roads	$15,509.00	$22,550.68	$27,638.00	$33,849.00	$3,250.74	9.29%	$35,000.00	**$35,000.00**	Actively receiving payments for 2026 plowing
101-34101	Greenwood Rent	$0.00	$1,650.00	$1,350.00	$1,800.00	$900.00	50.00%	$1,800.00	**$1,800.00**	
101-39503	Greenwood Public Works	$0.00	$30,362.00	$198,505.00	$184,271.00	$101,540.76	58.12%	$174,699.32	**$191,410.23**	
101-39600	Woodland Administrative Services	$45,490.00	$5,213.50		$94,140.00	$54,205.86	50.00%	$108,412.00	**$113,866.33**	Will be for services in 2027 - updated 9.17.2026
101-39601	Woodland Police Services	$142,485.00	$129,157.00	$151,963.00	$159,604.00	$89,268.00	50.00%	$178,536.00	**$174,183.02**	Check Code, Fix Code 39601 / 39602 - updated 9.17.2026
101-32212	Woodland Bldg Permits	$27,258.00	$22,427.00	$24,141.00	$30,664.00	$51,370.88	0.00%	$0.00	**$50,000.00**	CC Payments and others, need to be remitted to Woodland - pass through
101-32213	Woodland Elec Permits		$3,755.00	$954.00	$201.00	$10,495.00	0.00%	$0.00	**$0.00**	Moving to State for Electric
101-32230	Woodland Load Limits		$263.00	$2,320.00	$5,042.00	$8,196.00	0.00%	$0.00	**$8,000.00**	Collected by Woodland, need to be remitted to Woodland - pass through
101-32260	Other Non-Business Licenses		$8,380.00	$1,675.00	$4,950.00	$6,505.00	0.00%	$0.00	**$6,500.00**	Solicitor licenses, ROW permits, Special Event Permits
101-32270	Stormwater Permits		$3,800.00	$16,940.00	$3,750.00	$5,650.00	148.68%	$3,800.00	**$5,650.00**	
101-39602	Woodland Public Works Services	$677.00	$3,734.00	$14,357.00	$3,779.00	$2,878.71	82.25%	$3,500.00	**$3,500.00**	Fix Coding and Number - 39601 / 39602
101-34304	Load Limits	$33,887.00	$42,070.00	$36,928.00	$86,831.00	$36,690.89	81.54%	$45,000.00	**$40,000.00**	
101-34960	Refunds	-$12,827.00	$33,156.00	$25,454.00	$5,000.00	$44,500.00	0.00%	$0.00	**$45,000.00**	Construction Escrow, journal entry reduces from revenue without impact to expenses
	Total Charges for Services	**$299,886.00**	**$328,060.93**	**$518,137.00**	**$636,158.00**	**$430,926.84**	**76.30%**	**$564,747.32**	**$689,661.58**	
Intergovernmental Revenues										
101-33416	POST Reimbursement	$7,104.00	$5,050.99	$0.00	$0.00	$0.00	0.00%	$7,000.00	**$0.00**	Reclassed to PD State Aid
101-33421	Fire Relief Reimbursement	$187,458.00	$220,958.00	$244,137.00	$283,795.00	$1,000.00	0.40%	$250,000.00	**$280,000.00**	Passthrough funding as fiscal agency for EFD. Ties out to Expense FD Fire Aid
101-33422	Police State Aid	$67,611.00	$247,142.00	$86,181.00	$113,210.00	$0.00	0.00%	$110,000.00	**$120,000.00**	Police Aid, $106,248 in 2025 - estimated increase based upon 6 officers and 2 chiefs.
101-33610	Hennepin County Road Aid	$11,478.00	$0.00	$9,040.00	$30,328.00	$0.00	0.00%	$16,783.20	**$0.00**	Refleted and moved to CIP Fund so not reflectred herein.
101-33625	CARES Relief Aid	$28,395.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
	Public Safety Aid	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
	Total Intergovernmental	**$302,046.00**	**$473,150.99**	$339,358.00	**$427,333.00**	**$1,000.00**	**0.26%**	**$383,783.20**	$400,000.00	
Fines, Penalties & Transfers										
101-35101	Fines & Penalties	$28,835.00	$32,941.00	$33,532.00	$26,254.00	$16,257.66	46.45%	$35,000.00	**$35,000.00**	Court Fines received from State
	Marina Fund Transfers	$0.00	$0.00	$0.00	$120,000.00	$75,000.00	50.00%	$150,000.00	**$150,000.00**	Salaries and equipment, increased based upon Compensation
	Stormwater Fund Transfers	$0.00	$0.00	$0.00	$110,000.00	$65,000.00	50.00%	$130,000.00	**$130,000.00**	Salaries and equipment, increased based upon Compensation
	Water Fund Transfers	$0.00	$0.00	$0.00	$10,000.00	$10,000.00	50.00%	$20,000.00	**$20,000.00**	Salaries and equipment, increased based upon Compensation
101-39200	Sewer Fund Transfers	$38,424.00	$70,611.00	$0.00	$160,000.00	$107,500.00	50.00%	$215,000.00	**$190,000.00**	Salaries and equipment, increased based upon Compensation
	Total Fines, Penalties & Transfers	$67,259.00	**$103,552.00**	**$33,532.00**	**$426,254.00**	**$273,757.66**	**49.77%**	**$550,000.00**	$525,000.00	
Miscellaneous Income										

101-36100	Special Assessments	$161.00	$1,436.90	$0.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
101-36102	Interest Income	-$208,528.00	$126,452.00	$157,777.00	$117,315.00	$7,798.21	25.99%	$30,000.00	**$110,968.00**	Factored increase in investment interest
101-36200	Conduit Debt Fee	$0.00	$0.00	$130,000.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	7 Hills Prep Academy, one time conduit bond payment for 2024. Likely won't reoccur.
101-36201	Prints & Copies	$30.00	$48.00	$1,217.00	$71.00	$26.50	0.00%	$0.00	**$30.00**	Public copies, printing fees
101-36220	Cell Towers, Other Income	$88,625.00	$70,210.00	$200,412.00	$111,336.00	$67,547.92	0.00%	$0.00	**$0.00**	July 1, 2026 this is transferred to CIP Budget as Revenue
101-36221	School Resource Officer	$6,216.00	$6,216.00	$8,508.00	$0.00	$0.00	0.00%	$6,500.00	**$6,500.00**	For P.D. School Resource Support
101-36230	Donations	$0.00	$0.00	$0.00	$55,878.00	$525.00	0.00%	$0.00	**$0.00**	
101-34950	Sale of Property	$1,063.00	$0.00	$2,600.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
101-34100	General Government	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
	Total Miscellaneous Income	**-$112,433.00**	**$204,362.90**	**$500,514.00**	**$284,600.00**	**$75,897.63**	**207.94%**	**$36,500.00**	**$117,498.00**	

Total General Fund Revenues	**$3,392,821.00**	**$4,240,034.92**	**$4,813,339.00**	**$5,529,182.00**	**$2,183,733.11**	**39.98%**	**$5,461,846.52**	**$5,844,140.58**

Deephaven General Fund Expenses

		Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2027	Details
Administration Expenses										
101-41400-101	Salaries	$222,725.00	$251,916.00	$267,856.00	$473,536.00	$254,357.12	51.13%	$497,504.00	**$517,164.16**	Admin, Clerk, Billing and Finance factoring 4% COLA / Increase
101-41400-121	Pera	$9,682.00	$9,048.00	$20,848.00	$35,515.00	$18,408.82	49.34%	$37,312.80	**$38,787.31**	7.5% PERA - includes 4% factor
101-41400-122	Social Security	$13,427.00	$14,849.00	$17,013.00	$28,517.00	$15,435.74	50.04%	$30,845.25	**$32,064.18**	6.2% S.S. includes 4% factor
101-41400-123	Medicare	$3,140.00	$3,572.00	$3,920.00	$6,659.00	$3,705.10	51.36%	$7,213.81	**$7,498.88**	1.45% Medicare includes 4% factor
101-41400-124	MN Paid Leave	N/A	N/A	N/A	N/A	$1,142.61	0.00%	$0.00	**$4,551.04**	0.88% MN Paid Leave includes 4% factor
101-41400-127	HSA US Bank	$0.00	$30,591.00	$0.00	$13,000.00	$14,625.00	112.50%	$13,000.00	**$14,300.00**	Factors 10% increase to $3,575 per employee x 4 employees - **Need to recode $1,625 to Planning**
101-41400-139	Health Insurance	$23,015.00	$23,583.00	$52,951.00	$51,421.00	$37,269.08	62.40%	$59,723.28	**$65,695.61**	Factors 10% increase. 4 Employees, 2 Single 2 Family
	Dental Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,309.88	**$2,623.82**	Factors 10% increse eff. 7/1/2027, 4 Employees - used to be included in Enterprise Funds
	Life Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,000.64	**$448.80**	$112.20 annually per employee, x 4 employees used to be included in Enterprise Funds
101-41400-149	Unemployment Insurance	$0.00	$0.00	$3,797.00	$0.00	$0.00	0.00%	$3,797.38	**$0.00**	Unemployment ended for Tracy
101-41100-103	Council Salaries	$26,400.00	$26,000.00	$26,400.00	$26,400.00	$13,200.00	50.00%	$26,400.00	**$26,400.00**	Council Pay
101-41100-121	Pera	$240.00	$240.00	$240.00	$180.00	$120.00	6.06%	$1,980.00	**$1,980.00**	7.5% PERA
101-41100-122	Social Security	$1,637.00	$1,612.00	$1,637.00	$1,637.00	$818.40	50.00%	$1,636.80	**$1,636.80**	6.2% S.S.
101-41100-123	Medicare	$383.00	$377.00	$383.00	$383.00	$191.40	50.00%	$382.80	**$382.80**	1.45% Medicare
101-41100-124	MN Paid Leave	N/A	N/A	N/A	N/A	$58.08	0.00%	$0.00	**$232.32**	0.88% MN Paid Leave, was set and took effect 2026.
101-41100-209	Office Supplies	$156.00	$313.00	$0.00	$100.00	$235.57	78.52%	$300.00	**$500.00**	
101-41100-301	Auditing	$16,950.00	$16,500.00	$25,466.00	$38,900.00	$28,050.00	178.10%	$15,750.00	**$16,500.00**	50% General / 50% Enterprise, past cost needs to be allocated by journal entry
101-41100-303	Engineering	$2,044.00	$867.00	$3,909.00	$576.00	$3,316.50	66.33%	$5,000.00	**$5,000.00**	
101-41100-304	Legal Fees	$16,764.00	$21,192.00	$9,466.00	$2,618.00	$23,396.75	467.94%	$5,000.00	**$5,000.00**	2026 $14,388 FD JPA Amendments, $8,010.50 Minnetonka Permit Issues
101-41100-309	Professional Services	$5,000.00	$15,500.00	$750.00	$2,414.00	$926.61	18.53%	$5,000.00	**$3,000.00**	County TNT Fees
101-41100-317	Assessor	$62,935.00	$67,100.00	$28,825.00	$110.00	$0.00	0.00%	$0.00	**$0.00**	Free under Hennepin Contract
101-41100-369	Insurance	$103,042.00	$141,294.00	$137,059.00	$148,669.00	$118,940.00	79.07%	$150,432.00	**$155,000.00**	estimating increase, final amount confirmed in the Fall
101-41100-371	Training Costs	$104.00	$1,997.00	$0.00	$0.00	$0.00	0.00%	$3,000.00	**$1,500.00**	
101-41100-372	General Government Meals/Lodging	$0.00	$0.00	$53.00	$0.00	$0.00	0.00%	$500.00	**$500.00**	Training, clerk conference
101-41100-433	Dues/Subscriptions	$5,089.00	$5,217.00	$2,042.00	$528.00	$884.00	14.73%	$6,000.00	**$2,000.00**	MN Mayor's Assoc, Adobe Acrobat - LMC was also reflected in Dues / Subscriptions Line 433
101-41100-437	Outside Agencies	$2,000.00	$2,000.00	$2,000.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	Excelsior Fireworks Program
101-41100-439	Miscellaneous	$0.00	$2,102.00	$566.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	GL Code updated by Andrew K
101-41200-103	Election Salaries	$4,519.00	$0.00	$11,772.00	$0.00	$0.00	0.00%	$8,000.00	**$4,000.00**	Election judge pay, possible Senate election, Klobuchar?
101-41200-201	Election Office Supplies	$791.00	$0.00	$45.00	$0.00	$0.00	0.00%	$500.00	**$200.00**	Supplies, ballots
101-41200-219	Election Operational Supplies	$0.00	$0.00	$3,021.00	$0.00	$0.00	0.00%	$3,500.00	**$1,000.00**	Line added by Andrew K
101-41200-309	Election Professional Services	$0.00	$0.00	$4,044.00	$0.00	$0.00	0.00%	$4,500.00	**$1,000.00**	Line added by Andrew K
101-41200-319	Election Equipment Maint.	$1,424.00	$2,612.00	$1,002.00	$0.00	$0.00	0.00%	$2,000.00	**$1,000.00**	DS 200 Maintenance Agreement, etc
101-41200-322	Election Postage	$137.00	$387.00	$0.00	$0.00	$0.00	0.00%	$400.00	**$200.00**	Postal cards
101-41200-372	Election Meals	$927.00	$0.00	$3,357.00	$0.00	$0.00	0.00%	$1,500.00	**$300.00**	
101-41400-201	Office Supplies	$6,784.00	$2,586.00	$8,046.00	$7,711.00	$1,618.74	20.23%	$8,000.00	**$8,000.00**	
101-41400-213	Publications	$2,495.00	$4,379.00	$6,211.00	$5,808.00	$1,468.70	18.36%	$8,000.00	**$8,000.00**	Newsletter and misc. publications
101-41400-249	Office Equipment	$0.00	$0.00	$1,450.00	$0.00	$0.00	0.00%	$1,000.00	**$0.00**	Reflected in Office Supplies
101-41400-309	Professional Services	$37,424.00	$47,645.00	$86,755.00	$54,168.00	$38,109.20	88.63%	$43,000.00	**$45,000.00**	Software Support, IT, GovOffice Website, PSN,
101-41400-313	Computer	$0.00	$0.00	$10,493.00	$766.00	$0.00	0.00%	$0.00	**$200.00**	Line added by Andrew K
101-41400-319	Equipment Maint.	$5,962.00	$6,810.00	$3,252.00	$3,239.00	$2,099.89	60.00%	$3,500.00	**$4,000.00**	Copier Maint, Postage Machine lease, Dell Comm
101-41400-321	Telephone	$5,287.00	$5,653.00	$10,743.00	$6,698.00	$3,478.01	48.99%	$7,100.00	**$7,200.00**	Phone and Internet (50% shared with Police)
101-41400-322	Postage	$4,506.00	$9,132.00	$5,114.00	$3,796.00	$4,409.88	80.18%	$5,500.00	**$6,500.00**	

101-41400-331	Training Expenses	$833.00	$0.00	$669.00	$845.00	$1,139.46	75.96%	$1,500.00	**$1,500.00**	Employee travel & mileage expenses
101-41400-339	MTKA Electrical Permit Refunds	$0.00	$0.00	$0.00	$0.00	$14,278.73	0.00%	$0.00	**$0.00**	One time pass-through expense, Minnetonka electrical permit winddown
101-41400-351	Notices	$5,638.00	$4,639.00	$3,592.00	$7,882.00	$1,343.69	44.79%	$3,000.00	**$3,000.00**	
101-41400-371	Registration	**$0.00**	**$0.00**	**$350.00**	$175.00	$845.00	28.17%	$3,000.00	**$3,000.00**	LMC Conferences, Attorney CLE, Misc. Licensing
101-41400-433	Dues/Subscriptions	$160.00	$430.00	$1,974.00	$8,885.00	$9,138.92	130.56%	$7,000.00	**$8,000.00**	$4955 LMC Membership, misc. other expenses
101-41400-439	Miscellaneous	$0.00	$907.00	$2,934.00	$81.00	$0.00	0.00%	$0.00	**$0.00**	GL Code updated by Andrew K
101-41400-372	Meals / Lodging	$1,577.00	$1,392.00	$1,673.00	$701.00	$590.96	59.10%	$1,000.00	**$1,000.00**	
101-41400-219	Operational Supplies	$0.00	$1,804.00	$2,798.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	GL Code updated by Andrew K
101-41900-229	City Hall Rep & Maint Supplies	$12,571.00	$6,545.00	$6,929.00	$8,542.00	$3,707.17	46.34%	$8,000.00	**$8,000.00**	Cleaning, Hardware supplies, water
101-41900-307	City Hall Janitorial Services	$7,650.00	$7,800.00	$7,800.00	$7,800.00	$3,450.00	43.13%	$8,000.00	**$8,000.00**	Janitoral Services
101-41900-381	City Hall Electricity	$17,662.00	$20,607.00	$28,815.00	$15,965.00	$8,208.39	35.69%	$23,000.00	**$18,000.00**	Decrease due to replaced heating / cooling systems in PD and City Hall, far more efficient.
101-41900-383	City Hall Natural Gas	$6,278.00	$7,249.00	$4,848.00	$8,192.00	$9,920.87	116.72%	$8,500.00	**$12,000.00**	
101-41900-409	City Hall Repair & Maintenance	$12,534.00	$14,703.00	$12,903.00	$4,423.00	$8,851.08	88.51%	$10,000.00	**$10,000.00**	HVAC, supplies, parts, pest control
101-41900-419	City Hall Rentals	$646.00	$822.00	$402.00	$0.00	$0.00	0.00%	$800.00	**$800.00**	Mats
101-41900-439	Woodland Permit Payments	$0.00	$0.00	$0.00	$60,059.00	$0.00	0.00%	$0.00	**$58,000.00**	Woodland permit and cc repayments, pass through as revenue above
	Administration Expense	**$651,772.00**	**$782,785.60**	**$837,928.00**	**$1,038,503.00**	**$647,739.47**	**61.84%**	**$1,047,388.64**	**$1,120,665.72**	
Public Safety Expenses										
101-42100-101	Salaries	$786,411.00	$807,987.00	$939,492.00	$993,303.00	$555,356.83	52.27%	$1,062,484.80	**$1,118,851.97**	6 Union officers, Chief, Lieutenant, PD Admin Asst.
101-42100-102	Salaries - Overtime		$958.00	$4,910.00	$23,333.00	$16,686.21	59.51%	$28,041.30	**$29,763.00**	60 Hrs. per officer Avg Hrs Excl. Sec., Chief, Asst. Chief and Clerk, plus 4%
101-42100-121	Pera	$127,554.00	$129,951.00	$162,783.00	$169,944.00	$93,119.18	48.24%	$193,023.12	**$193,662.60**	17.7%, inlc. Overtime
101-42100-122	Social Security	$4,604.00	$4,861.00	$10,740.00	$5,549.00	$3,020.72	53.60%	$5,635.55	**$5,860.97**	6.2% S.S., Secretary position only
101-42100-123	Medicare	$11,156.00	$11,386.00	$13,704.00	$14,195.00	$8,254.89	52.20%	$15,812.63	**$16,654.92**	1.45% Medicare
101-42100-124	MN Paid Leave					$2,558.53	0.00%		**$10,107.81**	0.88% MN Paid Leave
101-42100-127	HSA US Bank		$28,140.00		$27,625.00	$29,250.00	100.00%	$29,250.00	**$32,175.00**	Factors 10% increase to $3,575 per employee x 9 employees
101-42100-139	Health Insurnace	$93,808.00	$118,506.00	$165,960.00	$116,195.00	$86,082.13	61.32%	$140,383.80	**$154,422.18**	Factors 10% increase. 9 Employees, 5 Family, 4 Single
	Dental Insurance						0.00%	$11,394.97	**$5,903.60**	Factors 10% increase eff. 7/1/2027. 9 employees
	Life Insurance						0.00%	$2,251.44	**$1,009.80**	Factors 10% increase x 9 employees
101-42100-201	Office Supplies	$2,621.00	$3,924.00	$2,472.00	$3,587.00	$1,632.84	36.29%	$4,500.00	**$4,500.00**	
101-42100-211	Uniforms	$9,229.00	$11,667.00	$10,663.00	$4,084.00	$3,839.74	40.42%	$9,500.00	**$9,500.00**	
101-42100-212	Petroleum	$21,837.00	$18,558.00	$5,438.00	$19,925.00	$9,212.05	43.87%	$21,000.00	**$21,000.00**	
101-42100-214	Forms/Printing	$260.00	$889.00	$222.00	$844.00	$0.00	0.00%	$1,000.00	**$1,000.00**	Traffic Tickets, citations, Envelopes
101-42100-217	Crime Prevention	$1,041.00	$2,118.00	$488.00	$1,577.00	$581.76	7.27%	$8,000.00	**$8,000.00**	Safety videos, counteract material, Bike Rodeo / New Engagement Program
101-42100-219	Operational Supplies	$3,261.00	$5,325.00	$1,673.00	$1,459.00	$1,458.28	34.72%	$4,200.00	**$4,200.00**	Breath tests, medical supplies, etc.
101-42100-221	Equip/Vehicle Supplies	$150.00	$328.00		$189.00		0.00%	$0.00		Combined with Equipment Maintenance: 101-42100-319
101-42100-229	R&M Supplies				$78.00		0.00%			
101-42100-231	Firearm Training Supplies	$2,806.00	$4,203.11	$4,976.00	$6,397.00	$5,428.52	75.40%	$7,200.00	**$7,200.00**	
101-42100-249	Minor Equipment	$1,251.00	$1,328.00	$519.00	$333.00	$43.99	2.75%	$1,600.00	**$1,600.00**	Cell phone cases, chords, external hard drives, flash drive, misc.
101-42100-302	Jail/Workhouse Fees	$851.00	$1,278.00	$297.00	$560.00	$300.00	20.00%	$1,500.00	**$1,500.00**	Booking/boarding fees
101-42100-304	Prosecuting Attorney	$46,935.00	$47,919.00	$56,847.00	$55,309.00	$24,473.11	42.30%	$57,856.92	**$50,300.00**	Deephaven Prosecuting Attorney Fees, Woodland pays $1,500 separately
101-42100-309	Professional Services	$34,617.00	$49,103.00	$75,578.00	$54,519.00	$74,781.68	123.28%	$60,659.00	**$69,260.00**	LETG Records Management 11K, LPR 6659, Morris 14K, Social Worker 13k, Legacy 12K? CodeRED 2,500, Blood and Hearing Testing 1,500
101-42100-310	Animal Control	$0.00	$0.00				0.00%	$700.00	**$700.00**	
101-42100-319	Equipment Maintenance	$4,361.00	$4,990.00	$3,012.00	$3,967.00	$9,258.85	44.56%	$20,780.00	**$20,780.00**	Scales, radar, siren maint, Radar Units (2), Office Comnputers (4)
101-42100-321	Communications	$8,105.00	$8,283.00	$8,685.00	$10,105.00	$5,146.32	41.77%	$12,320.00	**$12,320.00**	Verizon, Century Link Internet
101-42100-323	Radio and Bod Cam Leases, Squad Video	$12,506.00	$15,450.00	$16,785.00	$23,050.00	$12,546.78	40.19%	$31,220.00	**$31,220.00**	5299 Body Cam, Radio and support 18000, Motorola Squad Cam Service - Flock Camera System
101-42100-324	CJDN	$3,570.00	$2,040.00	$2,040.00	$2,040.00	$0.00	0.00%	$2,040.00	**$2,040.00**	State connection for Police
101-42100-371	Training Expenses	$7,273.00	$7,690.00	$9,525.00	$8,031.00	$4,965.00	66.20%	$7,500.00	**$7,500.00**	Defensive driving, EMT refresher, trainings
101-42100-333	Vehicle Maintenance	$11,350.00	$7,258.00	$13,365.00	$21,769.00	$4,850.57	48.51%	$10,000.00	**$10,000.00**	Tires, Breaks, Parts and Repairs, Carwash
101-42100-381	Utilities	$389.00	$333.00	$2,330.00	$1,891.00	$767.46	153.49%	$500.00	**$800.00**	
101-42100-433	Dues/Subscriptions	$2,709.00	$2,355.00	$1,328.00	$2,034.00	$1,548.50	31.89%	$4,855.00	**$4,855.00**	Officer Licensing, POST, Barracuda Email Archive
	Public Safety Expense	**$1,198,655.00**	**$1,296,828.11**	**$1,513,832.00**	**$1,572,104.00**	**$955,163.94**	**54.42%**	**$1,755,208.53**	**$1,836,686.85**	
Excelsior Fire District Expenses										
101-42200-309	FD Professional Services, Operating	$415,155.00	$517,498.00	$602,751.00	$668,376.00	$523,632.20	80.38%	$651,449.00	**$737,044.73**	Current 2027 Budgeted Operating Expenses
101-42200-370	FD Fire Aid	$187,458.00	$215,961.00	$244,137.00	$283,769.00	$0.00	0.00%	$250,000.00	**$280,000.00**	Pass through, tied to revenue EFD Fire Aid
	FD Capital Expenses	$0.00	$0.00	$0.00			0.00%		**$95,597.04**	Reflects reduction from removal of UPS from Capital Fire Budget
	Fire District Expense	**$602,613.00**	**$733,459.00**	**$846,888.00**	**$952,145.00**	**$523,632.20**	**58.09%**	**$901,449.00**	**$1,112,641.77**	
Zoning and Building Inspections										
101-42400-101	Salary	$103,883.00	$124,923.00	$128,738.00	$198,073.00	$107,932.02	53.30%	$202,507.24	**$201,545.34**	Permit Clerk & Planning Director

101-42400-121	Pera	$7,761.00	$9,162.00	$10,007.00	$14,857.00	$7,557.33	49.76%	$15,188.04	**$15,115.90**	7.5% PERA
101-42400-122	Social Security	$6,362.00	$7,717.00	$8,137.00	$12,002.00	$6,568.12	52.31%	$12,555.45	**$12,495.81**	6.2% S.S.
101-42400-123	Medicare	$1,488.00	$1,805.00	$1,879.00	$2,788.00	$1,578.66	53.76%	$2,936.35	**$2,922.41**	1.45% Medicare
101-42400-124	MN Paid Leave	N/A	N/A	N/A	N/A	$485.44	0.00%	$0.00	**$1,773.60**	0.88% MN Paid Leave
	HSA US Bank	$0.00	$2,250.00	$0.00	$6,500.00	$1,625.00	25.00%	$6,500.00	**$3,575.00**	Factors 10% increase to $3,575 per employee x 1 employee - previously in Enterprise Funds
101-42400-139	Health Insurnace	$13,434.00	$14,488.00	$29,021.00	$25,710.00	$22,229.82	74.44%	$29,861.64	**$24,041.95**	Factors 10% increase. 1 Single HSA, 1 Single non-HSA
	Dental Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,224.96	**$1,311.91**	Factors 10% increase. 2 employees - Used to be factored in Enterprise Funds
	Life Insurance	$0.00	$0.00		$0.00	$0.00	0.00%	$500.32	**$224.40**	Factors 10% increase. 2 employees - Used to be factored in Enterprise Funds
101-42400-209	Office Supplies	$863.00	$312.48	$0.00	0	$59.47	9.91%	$600.00	**$200.00**	Mainly printing and mailings for Public Hearings
101-42400-303	Engineering	$1,288.00	$1,495.00	$15,825.00	$28,425.00	$3,609.50	72.19%	$5,000.00	**$1,500.00**	Most fees are recaptured through permit fees. Prior costs were WSB and Sidewalk Committee
101-42400-304	Legal Fees	$17,339.00	$26,060.00		$8,509.00	$1,056.00	21.12%	$5,000.00	**$2,500.00**	Reduced reliance on outside attorney
101-42400-309	Inspection Services	$112,163.00	$97,088.00	$46,965.00	$116,320.00	$101,375.97	92.16%	$110,000.00	**$127,750.00**	Metro West Inspection Cost, caluclated as percentage of permit revenue (35% +/-)
101-42400-331	Transp/Training	$0.00	$0.00		$250.00		0.00%	$500.00	**$500.00**	
101-42400-433	Dues/Subscriptions	$699.00	$632.00	$647.00	$733.00	$20.50	2.93%	$700.00	**$700.00**	General Engineering
	Zoning and Building Inspections	**$268,130.00**	**$288,752.48**	**$241,219.00**	**$414,167.00**	**$254,097.83**	**64.64%**	**$393,074.01**	**$396,156.32**	

Public Works Expenses										
101-43900-101	Salaries Full Time	$235,600.00	$260,683.00	$336,179.00	$458,001.00	$240,802.64	48.56%	$495,918.20	**$516,384.08**	All five PW staff. See Additional Notes tab.
101-43900-102	Salaries - Overtime	$3,376.00	$3,601.00	$4,468.00	$9,931.00	$11,599.38	84.85%	$13,670.25	**$14,365.73**	
101-43900-106	Seasonal	$0.00	$2,016.00	$13,584.00	$12,768.00	$6,200.00	31.00%	$20,000.00	**$21,000.00**	
101-43900-121	Pera	$16,383.00	$18,705.00	$26,537.00	$37,077.00	$18,930.12	49.53%	$38,219.13	**$39,806.24**	7.5% PERA
101-43900-122	Social Security	$14,832.00	$16,101.00	$22,513.00	$30,643.00	$15,551.83	47.36%	$32,834.48	**$34,208.49**	6.2% S.S.
101-43900-123	Medicare	$3,469.00	$3,765.00	$5,209.00	$7,116.00	$3,744.04	48.76%	$7,679.03	**$8,000.37**	1.45% Medicare
101-43900-124	MN Paid Leave	N/A	N/A	N/A	N/A	$1,164.10	0.00%	$0.00	**$4,855.40**	0.88% MN Paid Leave - New law, 2026
	HSA US Bank	$0.00	$8,250.00	$0.00	$16,526.00	$16,250.00	100.00%	$16,250.00	**$17,875.00**	Factors 10% increase to $3,575 per employee x 5 employees - Previously in Enterprise Funds
101-43900-139	Health Insurnace	$27,222.00	$32,925.00	$65,625.00	$60,246.00	$49,063.06	60.83%	$80,660.52	**$88,726.57**	Factors 10% increase. 3 Family, 2 Single
	Dental Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,353.44	**$3,279.78**	Factors 10% increase eff. 7/1/2027, 5 employees - used to be factored in Enterprise Funds
	Life Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,250.80	**$561.00**	Factors 10% increase. 5 employees - used to be factored in Enterprise Funds
101-43100-224	Street R&M Supplies	$46,472.00	$63,122.00	$38,128.00	$41,546.00	$23,894.87	43.11%	$55,428.00	**$60,000.00**	Crack Fill ,Sand, Blacktop, Salt, Rock and Misc.
101-43100-226	Signage - Streets	$0.00	$0.00	$569.00	$0.00	$0.00	0.00%	$0.00	**$1,000.00**	Line added by Andrew K
101-43100-229	Street R&M Supplies	$0.00	$499.00	$2,977.00	$1,521.00	$0.00	0.00%	$0.00	**$1,000.00**	
101-43100-303	Street Engineering	$5,851.00	$20,284.00	$84,009.00	$13,509.00	$2,155.50	35.93%	$6,000.00	**$6,000.00**	General Engineering, Not Project Related
101-43100-309	Street Other Professional Services	$0.00	$0.00	$0.00	$41,385.00	$14,802.50	37.01%	$40,000.00	**$45,000.00**	Noted increase to address Ash and Elm issues.
101-43100-351	Project Communication Costs	$0.00	$414.64	$256.00	$0.00	$0.00	0.00%	$700.00	**$500.00**	No Big Projects in 2026? Resident Notices, Publications, Signage, Public Bid Costs, etc.
101-43100-381	Street Lights	$32,679.00	$24,033.00	$13,355.00	$36,096.00	$17,104.07	46.23%	$37,000.00	**$37,000.00**	All Street Lighting Costs, paid to Xcel Energy
101-43100-409	Street R&M Contract	$63,360.00	$88,007.00	$65,283.00	$44,753.00	$18,253.06	39.68%	$46,000.00	**$49,000.00**	Spring / Fall Street Sweeping, Striping Lots and Roads, Street Hired Misc.
101-43100-419	Street Rentals	$315.00	$318.00	$0.00	$0.00	$0.00	0.00%	$1,000.00	**$1,000.00**	Equipment rental for projects (mini-excavator, etc).
101-43100-439	Miscellaneous	$0.00	$0.00	$0.00	$208.00	$0.00	0.00%	$0.00	**$1,000.00**	
101-43900-201	Office Supplies	$0.00	$0.00	$0.00	$397.00	$0.00	0.00%	$300.00	**$300.00**	
101-43900-211	Uniforms	$0.00	$1,979.00	$2,331.00	$2,270.00	$3,641.56	91.04%	$4,000.00	**$4,800.00**	Contract with Syntas, plus t-shirts, vests, boots, etc.
101-43900-212	Petroleum Products	$24,106.00	$26,512.00	$37,667.00	$28,225.00	$11,878.04	32.99%	$36,000.00	**$36,000.00**	
101-43900-219	Operational Supplies	$0.00	$12.00	$1,175.00	$0.00	$0.00	0.00%	$0.00	**$1,000.00**	
101-43900-221	Equip/Vehicle Supplies	$31,248.00	$28,300.00	$27,295.00	$38,962.00	$11,915.16	29.79%	$40,000.00	**$40,000.00**	External Vehicle Maintenance, Plow Blades, Tires, Pole Saw, Toolcat Attachments, Etc.
101-43900-226	Signs	$4,275.00	$6,108.63	$2,531.00	$958.00	$312.20	6.24%	$5,000.00	**$5,000.00**	Sign maintenance, reflectivity program
101-43900-229	R & M Supplies	$1,199.00	$158.46	$5,118.00	$2,067.00	$1,589.48	31.79%	$5,000.00	**$5,000.00**	Tools, Bolts, Screws, Chemicals, Paint, Misc.
101-43900-249	Minor Equipment	$8,847.00	$4,629.00	$3,494.00	$2,731.00		0.00%	$0.00	**$0.00**	Moved / Combined with Equipment / Vehicle Maintenance
101-43900-309	Professional Service	$749.00	$3,087.00	$29,386.00	$2,105.00	$823.54	58.82%	$1,400.00	**$1,400.00**	IT, Oil and Filer Removal, DOT Testing
101-43900-321	Communications	$2,605.00	$3,825.00	$5,578.00	$6,083.00	$2,900.20	64.45%	$4,500.00	**$5,000.00**	Cell phone reimbursement, Union Contract
101-43900-323	Radio	$265.00	$405.00	$547.00	$1,531.00	$704.46	41.93%	$1,680.00	**$1,680.00**	2 County PW Radios, $139.16 per month
101-43900-331	Training Expenses	$2,922.00	$3,185.16	$3,281.00	$4,201.00	$3,581.89	108.54%	$3,300.00	**$5,300.00**	SafeAssure Contract, Training
101-43900-333	Vehicle Maintenance	$0.00	$0.00	$1,125.00	$0.00	$0.00	0.00%	$0.00	**$1,000.00**	Line added by Andrew K
101-43900-371	Training Registration Fees	$0.00	$3,431.50	$549.00	$0.00	$23.49	1.17%	$2,000.00	**$2,000.00**	Staff Training, School and Continuing Ed.
101-43900-433	Dues/Subscriptions	$222.00	-$2,613.00	$227.00	$190.00	$0.00	0.00%	$300.00	**$300.00**	Commercial DL, Licensing
101-49000-309	Animal Management	$1,275.00	$5,018.00	$1,300.00	$1,150.00	$0.00	0.00%	$2,000.00	**$2,000.00**	Beavers, Un-alive Deer, Nuisance Animal Removal
	Public Works Expenses	**$527,272.00**	**$628,057.39**	**$800,296.00**	**$902,196.00**	$476,885.19	47.52%	$1,003,443.86	**$1,061,342.65**	

Parks and Recreation Expense										
	Beach Patrol Salaries	N/A	N/A	N/A	N/A	**$0.00**	0.00%	**$0.00**	**$55,000.00**	New line item, used to be contained in "Professional Services" line item
101-45100-122	FICA	N/A	N/A	$2,531.00	$2,433.00	**$1,256.45**	**0.00%**	**$0.00**	**$4,650.00**	Beach Patrol FICA
101-45100-123	Medicare	N/A	N/A	$592.00	$569.00	**$293.86**	**0.00%**	**$0.00**	**$1,087.50**	Beach Patrol Medicare
101-45100-124	MN Paid Leave	N/A	N/A	N/A	N/A	**$89.21**	**0.00%**	**$0.00**	**$660.00**	Beach Patrol MN Paid Leave - New legislative cost, 2026
101-45100-214	Printing	$1,519.00	$1,883.15	$0.00	$0.00	**$0.00**	**0.00%**	**$2,000.00**	**$2,000.00**	Parking permits

101-45100-223	R & M Building Repair		$1,401.00	$963.00	$1,450.00	$3,656.42	243.76%	$1,500.00	$3,000.00	
101-45100-225	Landscaping	$4,155.00	$5,235.00	$1,157.00	$7,914.00	$8,001.71	80.02%	$10,000.00	$12,000.00	Thorpe Shuck Main Beach Childrens mulch, garden club,
101-45100-229	R & M Supplies	$19,856.00	$17,833.00	$25,924.00	$20,595.00	$11,963.25	59.82%	$20,000.00	$20,000.00	beach sand, hockey boards, supplies: possibly beach volleyball?
101-45100-249	Minor Equipment	$1,443.00	$4,516.12	$1,246.00	$11,406.00	$2,359.94	39.33%	$6,000.00	$6,000.00	Weed whip, nets, playground parts, picnic table cost, but donation covered $4,200 offset
101-45100-308	Parks & Rec - Community Svcs (Quasquicente	$0.00	$0.00	$0.00	$62,943.00	$0.00	0.00%	$0.00	$30,000.00	June 7 City Celebration, Stage, Marketing, portable bathrooms, tents, etc.
101-45100-309	Professional Service	$36,713.00	$35,714.00	$58,680.00	$62,444.00	$29,515.19	45.41%	$65,000.00	$8,650.00	Weed/fertilizer application, used to include Beach Patrol Salaires
101-45100-381	Electricity	$6,825.00	$6,386.00	$3,327.00	$6,893.00	$4,022.92	50.29%	$8,000.00	$7,000.00	Warming houses, platform courts
101-45100-383	Natural Gas	$2,946.00	$3,954.00	$2,217.00	$2,316.00	$2,072.66	51.82%	$4,000.00	$4,000.00	Warming houses, platform courts
101-45100-409	Contracting	$3,927.00	$5,276.28	$19,622.00	$30,838.00	$9,463.50	23.66%	$40,000.00	$40,000.00	Tree and pond treatments, Ash Tree Removal
101-45100-419	Rental	$1,449.00	$949.00	$1,704.00	$2,235.00	$960.71	80.06%	$1,200.00	$2,000.00	Portable toilets, misc equipment rentals
101-45100-439	Winter Seasonal Lighting			$4,000.00	$6,998.00	$2,870.00	23.92%	$12,000.00	$12,000.00	Thorpe, Childrens, City Hall
	Parks and Recreation Expenses	**$78,833.00**	**$83,147.55**	**$121,963.00**	**$219,034.00**	**$76,525.82**	**45.09%**	**$169,700.00**	**$153,047.50**	

Contingency									
101-41400-229	**Contingency**	$0.00	$0.00	$18,382.00	$2,600.00	**$997.00**	**0.59%**	**$169,203.17**	**$163,599.76**

Total General Fund Expenses	**$2,128,620.00**	**$2,516,202.02**	**$2,866,676.00**	**$5,100,749.00**	**$2,935,041.45**	**53.96%**	**$5,439,467.20**	**$5,844,140.58**

Revenues	Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2027
Ad Valorem Taxes	$2,479,382.00	$2,678,878.00	$2,988,393.00	$3,143,938.00	$1,121,022.86	32.03%	$3,500,166.00	**$3,691,356.00**
Licenses and Permits	$356,681.00	$452,030.10	$433,405.00	$610,899.00	$281,128.12	65.89%	$426,650.00	**$420,625.00**
Charges for Service	$299,886.00	$328,060.93	$518,137.00	$636,158.00	$430,926.84	76.30%	$564,747.32	**$689,661.58**
Intergovernmental Revenues	$302,046.00	$473,150.99	$339,358.00	$427,333.00	$1,000.00	0.26%	$383,783.20	**$400,000.00**
Fines, Penalties & Transfers	$67,259.00	$103,552.00	$33,532.00	$426,254.00	$273,757.66	49.77%	$550,000.00	**$525,000.00**
Miscellaneous Income	-$112,433.00	$204,362.90	$500,514.00	$284,600.00	$75,897.63	207.94%	$36,500.00	**$117,498.00**
Total Revenues	**$3,392,821.00**	**$4,240,034.92**	**$4,813,339.00**	**$5,529,182.00**	**$2,183,733.11**	**39.98%**	**$5,461,846.52**	**$5,844,140.58**

Expenditures	Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2027
Administrative Expeense	$651,772.00	$782,785.60	$837,928.00	$1,038,503.00	$647,739.47	61.84%	$1,047,388.64	**$1,120,665.72**
Public Safety Expense	$1,198,655.00	$1,296,828.11	$1,513,832.00	$1,572,104.00	$955,163.94	54.42%	$1,755,208.53	**$1,836,686.85**
Excelsior Fire District	$602,613.00	$733,459.00	$846,888.00	$952,145.00	$523,632.20	58.09%	$901,449.00	**$1,112,641.77**
Zoning and Building Inspections	$268,130.00	$288,752.48	$241,219.00	$414,167.00	$254,097.83	64.64%	$393,074.01	**$396,156.32**
Public Works Expense	$527,272.00	$628,057.39	$800,296.00	$902,196.00	$476,885.19	47.52%	$1,003,443.86	**$1,061,342.65**
Parks and Recreation Expense	$78,833.00	$83,147.55	$121,963.00	$219,034.00	$76,525.82	45.09%	$169,700.00	**$153,047.50**
Contingency	$0.00	$0.00	$18,382.00	$2,600.00	$997.00	0.59%	$169,203.17	**$163,599.76**
Total Expenditures	**$3,327,275.00**	**$3,813,030.13**	**$4,380,508.00**	**$5,100,749.00**	**$2,935,041.45**	**53.96%**	**$5,439,467.20**	**$5,844,140.58**

Year	Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2026
Total Revenues	$3,392,821.00	$4,240,034.92	$4,813,339.00	$5,529,182.00	$2,183,733.11	39.98%	$5,461,846.52	**$5,844,140.58**
Total Expenditures	$3,327,275.00	$3,813,030.13	$4,380,508.00	-$5,100,749.00	-$2,935,041.45	53.96%	$5,439,467.20	**$5,844,140.58**
Revenues over (under) Expense	$65,546.00	$427,004.79	$432,831.00	$428,433.00	-$751,308.34		$22,379.32	**$0.00**

WS ITEM 2
& ITEM 3C

Deephaven Public Works

20225 Cottagewood Rd, Deephaven MN 55331.

9/17/2026

Dear Honorable Mayor and Councilmembers

The Public Works Department has amassed its largest stockpile of logs and brush in recent memory. Due to the high number of ash trees removed by staff, significant storm damage, and higher-than-average right-of-way trimming, the current stockpile is approximately 500 cubic yards.

Traditionally, this material is loaded into city trucks six cubic yards at a time, where it is trimmed, strapped, and tarped before being hauled to The Mulch Store in St. Bonifacius. With disposal rates at $21.00 per yard, the City would incur approximately $10,500 in disposal fees alone. Additionally, fuel for hauling the debris will cost an estimated $4,200, and the required loading and hauling labor will amount to approximately 160 hours.

Staff have obtained a quote from Dakota Wood Grinding out of Rosemount to come to our site and process all tree debris with a large tub grinder. For a total of $9,100.00, the material will be turned into wood chips to be used by Public Works throughout various city parks to re-mulch areas requiring fresh ground cover. This includes the entire Burton Park pathway. This cost will come out of the recycling fund, just as the standard disposal fees currently do. Dakota Wood Grinding is the only contractor in the area willing to provide this service for a project of this size; other contractors require a minimum project size of 1,000 cubic yards.

Staff recommends approving Dakota Wood Grinding to process the tree debris in the storage pit for the sum of $9,100.00.

Sincerely,

Jeff Kask
Public Works Supervisor
City of Deephaven.

WS ITEM 3
& ITEM 3D

Deephaven Public Works

20225 Cottagewood Rd, Deephaven MN 55331.

9/17/2026

Dear Honorable Mayor and Councilmembers:

Staff has obtained bids to replace the steps and handrails on the Northome walking path. The current steps, constructed with creosote timbers, are approximately 50 years old. They are rotten, misaligned, and unsafe, becoming exceedingly slippery during wet weather and the fall leaf drop.

The replacement will include stone stair sections, a custom-built center handrail, large stone landings, and smaller stone sections to mitigate stormwater erosion.

Three bids were secured from Superior Lawn and Landscape, Dovorak Lawn and Landscape, and Excel Lawn and Landscape. Bids ranged from $32,750 to $41,297. Excel Lawn and Landscape submitted the lowest bid at $32,750 and has the capacity to complete this project before winter.

Although this project was not scheduled in the Parks Capital Plan, the Park Board has repeatedly discussed the safety issues and general disrepair of the steps. Due to the delay in building the Village Hall pavilion, funds are available to cover the cost of this project before the new year.

Staff recommends approving Excel Lawn and Landscape to replace the stair sections on the Northome trail for the sum of $32,750

Sincerely,

Jeff Kask
Public Works Supervisor
City of Deephaven.

ESTIMATE

Excel Lawn & Landscape
3615 Elmwood Pl
Minnetonka, MN 553451213

joeylynch21@gmail.com
+1 (952) 393-9034

Bill to
City of Deephaven
20225 Cottagewood Rd
Deephaven, MN 55331

Ship to
City of Deephaven
20225 Cottagewood Rd
Deephaven, MN 55331

Estimate details
Estimate no.: 1409
Estimate date: 09/17/2026
Expiration date: 09/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Northome Step Replacement Project:			
2.		**Project Management**	Project Management/Delivery	1	$1,500.00	$1,500.00
3.		**Tearout/Removal**	Tear out/Removal: Removal of existing steps and railing from area. Includes removal and disposal	1	$2,500.00	$2,500.00
4.		**Carpentry**	Stairs: Install of treated posts and galvanized steel railing.	1	$4,750.00	$4,750.00
5.		**Steps**	Step: Install and delivery of (48) 36" steps.	1	$24,000.00	$24,000.00

Total **$32,750.00**

Expiry date 09/24/2026

Accepted date

Accepted by

Name: City of Deephaven

Address: 20225 Cottagewood Rd Excelsior, MN 55331

Scope of work: Replacement of staircase at Northome with (48) 36" granite steps, each level of staircase will stacked 2 step units wide to be 72" wide total, as well as installation of new galvanized steel railing with treated wood 4x4 posts.

Demo of existing: $4,500

Install of new steps: $26,000

Install of new railing: $4,500

Total: **$35,000**

Matt Dvorak	9/16/26		
Dvorak Lawn Care	Date	City of Deephaven	Date

SUPERIOR LAWN AND LANDSCAPE
PO BOX 207
ST. BONIFACIUS, MN 55375
+19524421215

ADDRESS
CITY OF DEEPHAVEN 20225 COTTAGEWOOD RD EXCELSIOR, MN 55331

ESTIMATE #	DATE
31637	06/15/2026

DATE	ACTIVITY	QTY	RATE	AMOUNT
	REMOVAL/ DISPOSAL OF EXISTING STAIRCASE/ RAILING "NORTHOME"	1	1,500.00	1,500.00
	CUSTOM STEEL HAND RAIL, PAINTED BLACK INSTALLED IN MIDDLE OF NEW STAIRWAY	1	5,000.00	5,000.00
	48) 4 FT. GRANITE STEPS INSTALLED WITH COMPACTED BASE	1	23,280.00	23,280.00
	3) CONCRETE LANDINGS INSTALLED, TOP, MIDDLE, BOTTOM	1	3,500.00	3,500.00
	LARGE RIP RAP BOULDER INSTALLED BOTH SIDE OF NEW STAIRWAY, FOR WATER MITIGATION	1	4,450.00	4,450.00
	EQUIPMENT CHARGE	1	465.00	465.00
	HAULING/ DISPOSAL	1	400.00	400.00
	APPLICABLE SURCHARGE/ INSURANCES	1	2,702.00	2,702.00

NOTE
*All plant prices, sizes, and varieties contingent upon availability.
*Seed/sod/irrigation repair not included in estimate unless noted as line item.
*No Warranty on sod or seed, success or failure is dependent on care, maintenance and weather conditions after installation.
*Payment with cash/check, we require up to 1/2 down upon signing, balance due upon completion.
*4% Service fee on credit card transactions over $3,000 upon signing.

SUBTOTAL	41,297.00
TAX	0.00
TOTAL	**$41,297.00**

Accepted By

Accepted Date

DEEPHAVEN CITY COUNCIL MEETING
COUNCIL CHAMBERS, CITY HALL
20225 COTTAGEWOOD ROAD
7:00 p.m. Monday, September 21st, 2026

AGENDA

1. **CALL MEETING TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVE CONSENT AGENDA**

A. Approve September 7th, 2026 Workshop and Council Meeting Minutes
B. Approve Payment of Claims
C. Approve Dakota Wood Grinding
D. Approving the Replacement of the Steps and Handrails on the Northome Walking Path

4. **MATTERS FROM THE FLOOR**
Residents may address the Council on matters not on the agenda and are required to register with the City Administrator and/or the provided sign-up sheet prior to the start of the meeting. Those wishing to speak are limited to three (3) minutes and must state their name and address for the record.

5. **PLANNING & ZONING MATTERS**

6. **UNFINISHED BUSINESS**
A. Resolution 2026 Preliminary Property Tax Levy, Payable in 2027
B. Memo Village Hall Pavillion Request Authorization to Bid

7. **NEW BUSINESS**
A. Change Order 4 Street Improvement

8. **COUNCIL REPORTS:**
A. Mayor Report: Public Safety / Public Works, Planning, Weeds, Personnel & Finance
B. Scherschligt: Park, Personnel & Finance, Events
C. Jewett: Fire Board
D. Studer: Public Safety / Public Works
E. Erdmann: Planning, LMCC Board

9. **DEPARTMENT REPORTS**
A. Police Department:
B. Excelsior Fire District
C. Public Works
D. Administration
E. Engineering Update

10. **ADJOURNMENT**

DEEPHAVEN CITY COUNCIL WORKSHOP MINUTES
6:00 p.m., Tuesday, September 8, 2026

1. **CALL MEETING TO ORDER:** Mayor Kent Carlson called the Workshop to order at approximately 6:00 p.m.

   COUNCIL PRESENT: Mayor Kent Carlson and Councilmembers Emily Scherschligt, Tom and Tony Jewett. Absent: John Studer and Tom Erdmann.

   STAFF: City Administrator / Special Counsel, Dan Madsen

WORKSHOP AGENDA:

2026 Preliminary Property Tax Levy, Payable in 2027:
Administrator, Special Counsel Madsen explained that the Draft Resolution presented in the Council Packets reflects the Draft 2027 Budget, inclusive of a 7th Police Officer at estimated cost of approximately $175,000. If the Greenwood Police Services Agreement is ultimately not approved, that expense can be removed from the 2027 Draft Budget and Levy. The General Fund Property Tax Levy is currently projected to be $3,820,924.60. If approved, this would reflect an increase of $331,258.60, or 9.49%, from the 2026 Final Levy of $3,489,666. The Capital Improvement Fund Levy is currently projected to be $1,100,000. If approved, this would reflect an increase of $100,000, or 9.09%, from the 2026 Final CIP Levy of $1,000,000. This fund has a current negative balance of 283,133 coming into 2026. With the delay of the Pavilion Project, this fund balance should end 2026 in a positive state of approximately $220,000 at the end of 2026. We will update the CIP Spreadsheet when we have more capital expenses factored later this year and upon completion of the 2026 Street Project. The Debt Service Levy is currently projected to be $189,315. If approved, this would reflect a decrease of $1,470, or .78%, from the 2026 Final Levy of $190,785. The 2026A Series Bond has a payment in the amount of $128,418.75, but that payment was capitalized upon bond issuance and has already been reserved for payment.

Madsen concluded that, overall and if left unchanged, the 2027 Draft Preliminary Property Tax Levy would be in the amount of $5,110,239.60. This reflects an increase of $429,788.60, or 9.18%, from the 2026 Final Property Tax Levy in the amount of $4,680,451. Members of the Council discussed the levy increase and encouraged Staff to continue to review the Budget and Preliminary Levy for final approval at the September 21, 2026, Council Meeting. No formal action was taken as this matter was set on for discussion purposes only.

Motion was then made by Jewett, and seconded by Scherschligt to adjourn the Workshop at approximately 6:55 p.m. Motion carried by unanimous vote the Workshop was adjourned.
Respectfully typed and submitted Thursday, September 17, 2026.

Dan Madsen
City Administrator, Special Counsel
Deephaven, Minnesota

DEEPHAVEN CITY COUNCIL MEETING MINUTES
7:00 P.M. Monday September 7th, 2026

1.**CALL THE MEETING TO ORDER:** Mayor Kent Carlson called the meeting to order at approximately 7:00 p.m.

PRESENT: Mayor Kent Carlson and Councilmembers Emily Scherschligt, Tony Jewett

ABSENT: Tom Erdmann and John Studer

STAFF PRESENT: City Administrator Dan Madsen, Finance Clerk Andrew Keller and City Engineer Steve Hegland with Hakanson Anderson,

2. PLEDGE OF ALLEGIANCE:

The Council recited the Pledge of Allegiance

3. APPROVE THE CONSENT AGENDA:

Motion made by Jewett and seconded by Scherschligt to approve the consent agenda as presented, and to approve the following items;

A. Approve August 17th, 2026 Workshop and Council Meeting Minutes
B. Approve Payment of Claims
C. Approve BCA and CJDN Master Agreement and JPA
D. Approve the 2027 LMCC Budget

Motion carried, Voting in favor was Mayor Carlson and Councilmembers Scherschligt and Jewett. 3/0 Vote.

4. MATTERS FROM THE FLOOR:
Nothing

5. PLANNING AND ZONING MATTERS:

A & B . Showcase Event – 18600 Minnetonka Boulevard

Smith presented the staff report. Albertsson Hansen Architecture and Davide Heide Design Studio have each applied for a Showcase Event Permit, but are using the same shuttle service for their events for the properties at 18600 Minnetonka Boulevard and 19380 Walden Trail, respectively.

The Homes by Architects Tour is one weekend, Saturday and Sunday, September 19 and 20. The applicants estimate there will be 1000 visitors each day. They have arranged to use St. Therese Church for guest parking, and a shuttle that will operate every 10 minutes will bring visitors to the two houses.

Staff sent notices to all homes within 350 feet of the two houses planned to be in the Homes by Architects Tour. The only response received was from the neighbor of 19380 Walden Trail, who supported the Showcase Event application.

Councilmember Scherschligt appreciates that the tour is only one weekend. Mayor Carlson asked about the number of homes on the tour. Brad Belka, David Heide Design Studio, said there are about a dozen homes on the tour. He is not in charge of selling tickets but he believes they will sell about 3,000 tickets.

Motion by Councilmember Scherschligt, seconded by Councilmember Jewett, to accept the recommendation and findings of the staff and approve the Showcase Event Permits for the properties located at 18600 Minnetonka Boulevard and 19380 Walden Trail to participate in the Homes by Architects Tour, as proposed. Motion carried 3/0.

C. **Conditional Use Permit to Exceed Hardcover Limit for Artificial Turf at 19155 Lake Avenue**

Smith presented the staff report. Cal Schmidt, the property owner, installed artificial turf with an impermeable base in the backyard of this newly constructed house, which increased the hardcover from 24.69% to 40.12%. To mitigate the hardcover over the 25% maximum hardcover limit, the applicant is proposing an infiltration trench on the two downward sides of the artificial turf.

Under the previous conditions and current conditions, the majority of the stormwater drains southwest to the local basin in the backyard of the vacant property at 19190 Park Avenue. The infiltration trench surrounding the area with artificial turf will now capture stormwater runoff from the majority of the backyard. The City Engineer has reviewed and approved the grading and stormwater management plans.

Councilmember Scherschligt asked about hardcover approved previously. Smith stated that most Conditional Use Permit requests fall within the 30%-35% range, but one was approved with 50% hardcover because it was a small lot with a detached garage located behind the house.

Councilmember Jewett asked about the effective hardcover. Smith confirmed the effective hardcover will be 24.3%. Councilmember Jewett asked if the vacant lot on Park Avenue that collects all the stormwater for the area was considered buildable.

Smith stated most of the lot is located in the flood prone area making constructing a house on the lot very challenging.

Jane McMichael, 3865 Northome Avenue, addressed the City Council. She has been aware of the drainage issue in her vacant lot at 19190 Park Avenue, but believes the lot is buildable. City Engineer Steve Hegland said the drainage pattern is not going to change. The size of the drainage area is large enough that any significant rain fall would have a minimal change in level of stormwater collected.

Motion by Councilmember Jewett, seconded by Councilmember Scherschligt, to accept the recommendation and findings of staff and the Planning Commission and approve conditional use permit to increase the hardcover to 40.12% for artificial turf in the backyard of the property located at 19155 Lake Avenue, as presented. Motion carried 3/0.

D. Lake Yard Setback Variance for a Pergola at 19620 Cottagewood Road

Smith presented the staff report. The house was constructed in 1947 with non conforming lake yard setbacks. The applicant submitted a building permit for a deck and a trellis on June 17, 2026. Staff approved the building permit without realizing the extent of the trellis. A resident questioned if a variance for the pergola was approved. Staff inspected the site and told the property owner and contractor that variance is required for the pergola. Work could continue on the deck as the deck does not need a variance, but work on the pergola needed to stop.

The Planning Commission recommended approval of a 21.7-foot lake yard setback variance for a pergola. Since the Planning Commission meeting, the applicant has revised the plans and eliminated half of the pergola towards Lake Minnetonka, and is proposing to screen in the half of the pergola that has been constructed. The lake yard setback variance reduces from 21.7 feet to 7 feet.

Councilmember Scherschligt said the house was built in 1937, and to have a screen porch requires some type of lake yard setback, and the property owners have placed it in the area that is least obtrusive to the lake yard setback and does not impact the view of neighboring property owners of Lake Minnetonka. Councilmember Scherschligt said she is reviewing the application request as if the applicant requested the lake yard variance before starting construction on the pergola.

Mayor Carlson said Deephaven has the largest lake yard setback around Lake Minnetonka to ensure any proposed encroachments do not negatively effect neighbors. Councilmember Jewett asked if the deck needed a lake yard setback variance. Smith said the deck does not need a variance as it is under 3.5 feet and therefore is not considered a structure. Councilmember Jewett said the location of the proposed screen porch seems reasonable. He said his vote would not change if the screen porch went back to the Planning Commission or not. Councilmember Jewett stated that the

proposed encroachment has been improved since the Planning Commission made their recommendation in August.

Jarrett Reed, 19610 Cottagewood Road, addressed the City Council. City Administrator Madsen confirmed that Mr. Reed's written comments were distributed to the City Council.

Councilmember Jewett moved, Councilmember Scherschligt seconded, to accept the recommendation and findings of the staff and the Planning Commission and approve a variance to encroach seven feet into the lake yard setback to build a screen porch at 19620 Cottagewood Road, as presented. Motion carried 3/0.

E. Preliminary and Final Plat to Reconfigure the Lots at 18425 Northome Boulevard and 18445 Northome Boulevard, Lot Size Variance, and Conditional Use Permit to Exceed the Hardcover Limit for Two New Homes

Smith presented the staff report. The house at 18425 Northome Boulevard was constructed in 1912 according to Hennepin County property records. The house at 18445 Northome Boulevard was constructed in 1920 according to Hennepin County property records.

Parcel 1 (18445 Northome Boulevard) has a lot area of 15,027 square feet and a road frontage of 100.67 feet. Parcel 2 (18425 Northome Boulevard) is L-shaped, has a lot area of 17,585 square feet, and a road frontage of 50.34 feet. The backyard is essentially unusable, and the side yard setbacks (25 feet along Montgomerie Avenue and 10 feet from the interior lot line) result in a lot that is unbuildable without a variance.

The applicant is proposing to reconfigure the two lots to make both lots more functional and usable.

Councilmember Scherschligt asked what would happen if the plans changed. Smith stated that the house configuration could change without needed City Council approval, but if the hardcover increased any amount, the applicant would need to apply to amend the CUP. Mayor Carlson said the proposed location of the two rain gardens has been well designed.

Councilmember Jewett asked about the location of the two driveways. Currently, but houses have access to Northome Boulevard. Smith stated under the proposed plans the corner lot would access Montgomerie Avenue. Mayor Carlson asked if the corner lot would then need a Montgomerie address. Smith stated the property owners of corner lots have the choice for their address regardless which road they have access to.

Motion by Councilmember Jewett, seconded by Councilmember Scherschligt, to accept the recommendation and findings of staff and the Planning Commission and approve the preliminary and final plat, the minimum lot size variances, and the Conditional Use Permit to exceed the hardcover limit by 5% for the new house proposed for 18445 Northome Boulevard and 5.4% for the new house proposed for 18425 Northome Boulevard, as proposed. Motion carried 3/0.

6. UNFINISHED BUSINESS:

A. 2027- 2031 Marina Fees – Resolution

Council reviewed the proposed Marina rates for 2027 through 2031. The proposed rates continue the previous schedule of annual increases for docks, buoys, and shore spaces. Slide fees will remain the same until 2030, and canoe and paddleboard rack fees will remain unchanged. The additional revenue will help fund future marina repairs, replacement of infrastructure, and possible expansion of the St. Louis Bay Marina.

Motion was made by Scherschligt and seconded by Jewett to approve the resolution setting Marina rates applicable in 2027 through 2031.
Motion carried, Voting in favor was Mayor Carlson and councilmembers Scherschligt and Jewett. 3/0 Vote.

7. NEW BUSINESS:

A. Ordinance Recodification of City Code

City Administrator Madsen reviewed the proposed amendment and recodification of the Deephaven City Code. The City last formally updated and recodified its Code in 2003, and staff have been working with American Legal to incorporate ordinance amendments and update outdated provisions to reflect current Minnesota statutes and applicable law.

The updated City Code will also be published online in a searchable format, making it easier for staff, Council, and the public to research and reference City ordinances. This item was presented as the first reading and review of the recodified City Code.

Motion was made by Scherschligt and seconded by Jewett to waive the second reading and approve recodification and publication of the Deephaven City Code as presented.

Motion carried, voting in favor was Mayor Carlson and Councilmembers Scherschligt and Jewett. 3/0 Vote.

B. Burton Park CPL Grant Application

City Engineer Hegland reviewed the request to resubmit the DNR Conservation Partners Legacy (CPL) Grant application for invasive buckthorn removal and habitat restoration at Burton Park. A similar application was submitted in 2025 but was not selected for funding. Staff revised the application based on feedback received, including emphasizing long-term invasive species management and development of a management plan for the park.

The proposed project includes initial buckthorn removal, follow-up treatments for buckthorn and other invasive species, and restoration with native grasses, plants, and seed. The proposed project budget totals $217,250**,** with a $188,450 grant request and $28,800 City match**,** which would largely be provided through volunteer hours and some City-funded materials.

Motion was made by Scherschligt and seconded by Jewett to approve the submission of the grant application at the cost estimated to be less than $750.

Motion carried, Voting in favor was Mayor Carlson and Councilmembers Scherschligt and Jewett. 3/0 Vote.

8. COUNCIL REPORTS:

A. Mayor Carlson: Public works and Public safety later this month on the 17th in the afternoon. Personnel committee will be meeting with City Administrator Dan Madsen later this month.

B. Scherschligt: Parks committee met in August and discussed ideas about updating the city website and getting more things out there about our parks in town. Went over the buckthorn and the grant application that was covered earlier tonight. Lastly, briefly touched one the Deephaven Day for June 2027, looking at Saturday June 5th.

C. Jewett: No fire board meeting but they get information for the capital and operating budget the ups will not be included in the capital budegt that as 2 cities voted it down.

D. Studer: Absent

E. Erdmann: Absent

9. DEPARTMENT REPORTS:

A. Police Department: 3 hit and run incidents this month, two were able to be solved by using the flock cameras. E-bikes still remain to be an issue with in Deephaven. City Administrator Dan Madesn wanted to touch base on what a

fleeing an officer on an e-bike looks like in the eyes on the law. Chief Johnson confirmed that this is a felony, Fleeing an officer. Even though people think it is kids just being kids. This is a serious matter that can affect the rest of your life.

B. Excelsior Fire Department:

C. Public Works:

D. Administration: Road construction is stilling moving along and making deadlines and everything is looking to be done by the end of October. Also going to start working on Deephaven Day June 5th, is right around the corner and we will be working on that soon.

E. Engineering: Mongomery avenue project is underway and looking at paving it the week of the 21st. Last phase of the project is underway, utilities started and are ahead of the road construction which should right of target.

10. ADJOURNAMENT:

Motion was made by Scherschligt and seconded by Jewett to adjourn the City Council Meeting at 8:17pm.

Motion carried, Voting in favor was Mayor Carlson and Councilmembers Jewett and Scherschligt. 3/0 Vote

Typed Respectfully on September 16th, 2026
By: Kimberly Lenarz-Greenwaldt
Deephaven City Clerk

These minutes are intended to provide a summary of the meeting and are not a verbatim transcript. A full video recording of the meeting is available online at:

https://www.lmcc-tv.org/deephaven.html

CITY OF DEEPHAVEN

*Check Detail Register©

Batch: PAY260911,PAY260917

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 CASH					
42667	09/11/26	**ALLIED BLACKTOP COMPANY**			
E 402-43100-590		CAPITAL OUTLAY	$50,501.44	15466	2026 fog seal
		Total	$50,501.44		
42668	09/11/26	**Brad & Kristin Thompson**			
R 602-34401		SEWER USE CHARGES	$199.19	Utility Refund	Utility Refund for 3380 Maplewood Rd
		Total	$199.19		
42669	09/11/26	**Cady Building Maintenance Inc**			
E 101-45100-409		R&M CONTRACTURAL-O	$495.00	4995886	cleaning service
		Total	$495.00		
42670	09/11/26	**Campbell Knutson**			
E 101-42100-304		LEGAL EXPENSES	$4,450.58	3853G 8/31/2	8/2026 Prosecution services
		Total	$4,450.58		
42671	09/11/26	**CINTAS CORP**			
E 101-43900-211		UNIFORMS	$109.70	4280746359	uniform service
E 101-43900-211		UNIFORMS	$62.00	4281568138	uniform service
		Total	$171.70		
42672	09/11/26	**Daniel Kristo**			
R 602-34401		SEWER USE CHARGES	$13.76	Utility Refund	Utility Bill Refund for 17735 Valley Cove Ct
		Total	$13.76		
42673	09/11/26	**DEAKYNES TRUE VALUE HARDWARE**			
E 101-43900-229		R&M SUPPLIES	$47.97	A488312	toilet parts
E 101-43900-229		R&M SUPPLIES	$54.99	A488411	pump sprayer
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$27.74	B461682	hose clamps, barbs
E 101-43900-229		R&M SUPPLIES	$7.99	B461690	flush handle
E 101-43900-229		R&M SUPPLIES	$38.98	B461855	tape, hose bib
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$22.22	C156098	chainsaw parts
		Total	$199.89		
42674	09/11/26	**DEM-CON LANDFILL INC**			
E 101-43100-409		R&M CONTRACTURAL-O	$3,848.33	29782	sweepings disposal
		Total	$3,848.33		
42675	09/11/26	**DORSEY & WHITNEY LLP**			
E 101-42400-304		LEGAL EXPENSES	$1,452.00	4214138	8/2026 Planning/Zoning Legal Services
		Total	$1,452.00		
42676	09/11/26	**ECM PUBLISHERS INC**			
E 101-41400-351		LEGAL NOTICES	$57.37	1112807	9/15/2026 PH - 18540 Azure Rd CUP
E 101-41400-351		LEGAL NOTICES	$57.37	1112808	9/15/2026 PH - 20395 Park Place CUP
E 101-41400-351		LEGAL NOTICES	$57.37	1112809	9/15/2026 PH - 19000 Highland Ave CUP
E 101-41400-351		LEGAL NOTICES	$57.37	1112810	9/15/2026 PH - 19500 Park Ave PUD
		Total	$229.48		
42677	09/11/26	**Excel Lawn & Landscape**			
E 402-45100-590		CAPITAL OUTLAY	$9,975.00	31388 - Final	village hall boulder wall - final payment

CITY OF DEEPHAVEN

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Batch: PAY260911,PAY260917

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$9,975.00		
42678	09/11/26	**GOPHER STATE ONE CALL**			
E 602-43200-439		MISCELLANEOUS	$336.15	6080339	utility locates
		Total	$336.15		
42679	09/11/26	**H & L Mesabi Company**			
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$2,100.00	16710	plow cutting edge
		Total	$2,100.00		
42680	09/11/26	**Highview Plumbing Inc.**			
E 602-43200-409		R&M CONTRACTURAL-O	$625.00	18001	City hall sewer scope
		Total	$625.00		
42681	09/11/26	**I-STATE TRUCK CENTERS**			
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$152.47	C244031127	#3 coolant tank
		Total	$152.47		
42682	09/11/26	**JEFF KASK**			
E 101-41900-307		JANITORIAL SERVICES	$300.00	9/2/2026	Clean City Hall/Police Dept/Public Works Dept
		Total	$300.00		
42683	09/11/26	**L.E.L.S #45 POLICE UNION**			
G 101-21721		POLICE UNION DUES	$438.00	Sep-26	9/2026 PD Union Dues
		Total	$438.00		
42684	09/11/26	**METRO WEST INSPECTION SERVICES**			
E 101-42400-309		PROFESSIONAL SERVIC	$32,839.92	5164	8/2026 Permit Finalizations
		Total	$32,839.92		
42685	09/11/26	**METROPOLITAN COUNCIL**			
E 602-43200-309		PROFESSIONAL SERVIC	$63,672.05	0001211819	10/2026 Wastewater Services
		Total	$63,672.05		
42686	09/11/26	**MINNESOTA TEAMSTERS #320**			
G 101-21722		PUBLIC WORKS UNION	$410.00	Sep-26	9/2026 PW union dues
		Total	$410.00		
42687	09/11/26	**ON SITE COMPANIES - OSSTC**			
E 101-45100-419		RENTALS	$75.00	0002123540	city hall restroom rental
E 605-45100-419		RENTALS	$150.00	0002123541	carsons launch restroom rental
E 101-45100-419		RENTALS	$75.00	0002123542	robinsons restroom rental
E 101-45100-419		RENTALS	$75.00	0002123543	nocomo restroom rental
E 101-45100-419		RENTALS	$75.00	0002123544	sandy restroom rental
		Total	$450.00		
42688	09/11/26	**OREILLY AUTOMOTIVE INC**			
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$175.04	3251484969	shop supplies, hoses
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$50.81	3251485277	air filter, socket set
		Total	$225.85		
42689	09/11/26	**POPP Communications**			
E 101-41400-321		COMMUNICATIONS-TEL	$218.55	992928843	9/4 - 10/3 internet - Admin

CITY OF DEEPHAVEN

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Batch: PAY260911,PAY260917

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42100-321		COMMUNICATIONS-TEL	$218.55	992928843	9/4 - 10/3 internet - PD
		Total	$437.10		
42690	09/11/26	**PREMIUM WATERS INC**			
E 101-41400-201		OFFICE SUPPLIES	$72.49	330109-08-26	8/2026 CH drinking water service
		Total	$72.49		
42691	09/11/26	**SAMARITAN TIRE PROS**			
E 101-43900-221		EQUIP/VEHICLE SUPPLI	$100.00	1-GS64703	#5 tire patch
		Total	$100.00		
42692	09/11/26	**SHRED-N-GO INC**			
E 101-41400-201		OFFICE SUPPLIES	$37.00	203693	9/2/2026 document destruction - Admin
E 101-42100-201		OFFICE SUPPLIES	$37.00	203693	9/2/2026 document destruction - PD
		Total	$74.00		
42693	09/11/26	**USPS**			
E 605-45100-322		POSTAGE	$242.58	691895572	Bulk mailing postage for Marina mailing
		Total	$242.58		
42694	09/11/26	**WM CORPORATE SERVICES INC**			
E 603-49520-409		R&M CONTRACTURAL-O	$126.00	0001545-465	brush disposal
		Total	$126.00		
42695	09/11/26	**WM MUELLER & SONS INC**			
E 101-43100-224		MAINTENANCE	$679.15	327873	asphalt
		Total	$679.15		
42699	09/17/26	**Asphalt Surface Technologies**			
E 404-43100-590		CAPITAL OUTLAY	$962,437.03	Pay Applicati	Pay application #3 for 2026 Street Improvement Project
		Total	$962,437.03		
42700	09/17/26	**Central United Cooperative**			
E 101-43900-212		FUEL	$2,905.79	3631850	off road dyed diesel
		Total	$2,905.79		
42701	09/17/26	**CINTAS CORP**			
E 101-43900-211		UNIFORMS	$52.00	4282299097	uniform service
		Total	$52.00		
42702	09/17/26	**CLS Operating**			
E 101-42100-333		VEHICLE MAINTENANCE	$175.49	16224 8/31/2	8/2026 PD Car washes
		Total	$175.49		
42703	09/17/26	**CMI Inc**			
E 101-42100-219		OPERATIONAL SUPPLIE	$242.32	8083389	Calibration gas for breathalyzer equipment
		Total	$242.32		
42704	09/17/26	**DEAKYNES TRUE VALUE HARDWARE**			
E 101-42100-333		VEHICLE MAINTENANCE	$7.84	A487919	Screws/washers for PD radar units
E 101-45100-229		R&M SUPPLIES	$8.99	A488583	hand soap
E 101-45100-229		R&M SUPPLIES	$30.97	A488649	post set, eye bolt

CITY OF DEEPHAVEN

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Batch: PAY260911,PAY260917

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$47.80		
42705	09/17/26	**DetectaChem Inc**			
E 101-42100-319		EQUIP MAINTENANCE	$326.00	INV25047	Drug ID kits - PD
		Total	$326.00		
42706	09/17/26	**EXCELSIOR FIRE DISTRICT**			
E 101-42200-309		PROFESSIONAL SERVIC	$174,544.10	I-630	2026 Q4 fire services
		Total	$174,544.10		
42707	09/17/26	**FSMN- Forms & Systems of Minnesota**			
E 101-42100-214		FORMS/PRINTING	$51.07	191142	Citation envelopes for PD
		Total	$51.07		
42708	09/17/26	**HENNEPIN COUNTY ACCOUNTS RECEIVABLE**			
E 101-43900-323		RADIO	$140.86	1000273731	pw radio
E 101-42100-323		RADIO	$1,449.48	1000273768	8/2026 PD Radio & MDC fees
		Total	$1,590.34		
42709	09/17/26	**JEFF KASK**			
E 101-41900-307		JANITORIAL SERVICES	$300.00	9/16/2026	Clean City Hall/Police Dept/Public Works Dept
		Total	$300.00		
42710	09/17/26	**Kustom Karriers**			
E 101-42100-333		VEHICLE MAINTENANCE	$142.00	0004715	PD vehicle towing
		Total	$142.00		
42711	09/17/26	**LMCC**			
E 101-41100-309		PROFESSIONAL SERVIC	$100.00	1802	Video services for 9/15/2026 Planning Commission meeting
		Total	$100.00		
42712	09/17/26	**Mario Williams**			
E 101-41100-309		PROFESSIONAL SERVIC	$90.00	9/15/2026	Video services for 9/15/2026 Planning Commission meeting
		Total	$90.00		
42713	09/17/26	**MN PEIP**			
G 101-21719		HEALTH PARTNERS-TA	$28,783.50	1657956	9/2026 health insurance
G 101-21719		HEALTH PARTNERS-TA	$28,783.50	1665330	10/2026 health insurance
		Total	$57,567.00		
42714	09/17/26	**ProTree**			
E 404-43100-590		CAPITAL OUTLAY	$7,999.00	861	Tree removal for 2026 Street Improvement Project
		Total	$7,999.00		
42715	09/17/26	**SUBURBAN RATE AUTHORITY**			
E 101-41100-433		DUES & SUBSCRIPTION	$254.00	026-2	2026 2nd half membership assessment
		Total	$254.00		
42716	09/17/26	**WEX BANK CIRCLE K**			
E 101-43900-212		FUEL	$1,593.12	115109872	pw fuel
E 602-43200-212		FUEL	$278.26	115109872	fuel sewer

CITY OF DEEPHAVEN

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Batch: PAY260911,PAY260917

Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$1,871.38		
42717	09/17/26	**WM MUELLER & SONS INC**				
E 101-43100-224		MAINTENANCE		$675.75	328163	asphalt
			Total	$675.75		
			10100	$1,386,188.20		

Fund Summary

10100 CASH	
101 GENERAL FUND	$289,632.74
402 CAPITAL IMPROVEMENT FUND	$60,476.44
404 2026 STREET IMPROVEMENT PROJ	$970,436.03
602 SEWER FUND	$65,124.41
603 RECYCLING FUND	$126.00
605 MARINA FUND	$392.58
	$1,386,188.20

WS ITEM 2
& ITEM 3C

Deephaven Public Works

20225 Cottagewood Rd, Deephaven MN 55331.

9/17/2026

Dear Honorable Mayor and Councilmembers

The Public Works Department has amassed its largest stockpile of logs and brush in recent memory. Due to the high number of ash trees removed by staff, significant storm damage, and higher-than-average right-of-way trimming, the current stockpile is approximately 500 cubic yards.

Traditionally, this material is loaded into city trucks six cubic yards at a time, where it is trimmed, strapped, and tarped before being hauled to The Mulch Store in St. Bonifacius. With disposal rates at $21.00 per yard, the City would incur approximately $10,500 in disposal fees alone. Additionally, fuel for hauling the debris will cost an estimated $4,200, and the required loading and hauling labor will amount to approximately 160 hours.

Staff have obtained a quote from Dakota Wood Grinding out of Rosemount to come to our site and process all tree debris with a large tub grinder. For a total of $9,100.00, the material will be turned into wood chips to be used by Public Works throughout various city parks to re-mulch areas requiring fresh ground cover. This includes the entire Burton Park pathway. This cost will come out of the recycling fund, just as the standard disposal fees currently do. Dakota Wood Grinding is the only contractor in the area willing to provide this service for a project of this size; other contractors require a minimum project size of 1,000 cubic yards.

Staff recommends approving Dakota Wood Grinding to process the tree debris in the storage pit for the sum of $9,100.00.

Sincerely,

Jeff Kask
Public Works Supervisor
City of Deephaven.

WS ITEM 3
& ITEM 3D

Deephaven Public Works

20225 Cottagewood Rd, Deephaven MN 55331.

9/17/2026

Dear Honorable Mayor and Councilmembers:

Staff has obtained bids to replace the steps and handrails on the Northome walking path. The current steps, constructed with creosote timbers, are approximately 50 years old. They are rotten, misaligned, and unsafe, becoming exceedingly slippery during wet weather and the fall leaf drop.

The replacement will include stone stair sections, a custom-built center handrail, large stone landings, and smaller stone sections to mitigate stormwater erosion.

Three bids were secured from Superior Lawn and Landscape, Dovorak Lawn and Landscape, and Excel Lawn and Landscape. Bids ranged from $32,750 to $41,297. Excel Lawn and Landscape submitted the lowest bid at $32,750 and has the capacity to complete this project before winter.

Although this project was not scheduled in the Parks Capital Plan, the Park Board has repeatedly discussed the safety issues and general disrepair of the steps. Due to the delay in building the Village Hall pavilion, funds are available to cover the cost of this project before the new year.

Staff recommends approving Excel Lawn and Landscape to replace the stair sections on the Northome trail for the sum of $32,750

Sincerely,

Jeff Kask
Public Works Supervisor
City of Deephaven.

ESTIMATE

Excel Lawn & Landscape
3615 Elmwood Pl
Minnetonka, MN 553451213

joeylynch21@gmail.com
+1 (952) 393-9034

Bill to
City of Deephaven
20225 Cottagewood Rd
Deephaven, MN 55331

Ship to
City of Deephaven
20225 Cottagewood Rd
Deephaven, MN 55331

Estimate details
Estimate no.: 1409
Estimate date: 09/17/2026
Expiration date: 09/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Northome Step Replacement Project:			
2.		**Project Management**	Project Management/Delivery	1	$1,500.00	$1,500.00
3.		**Tearout/Removal**	Tear out/Removal: Removal of existing steps and railing from area. Includes removal and disposal	1	$2,500.00	$2,500.00
4.		**Carpentry**	Stairs: Install of treated posts and galvanized steel railing.	1	$4,750.00	$4,750.00
5.		**Steps**	Step: Install and delivery of (48) 36" steps.	1	$24,000.00	$24,000.00

Total **$32,750.00**

Expiry date 09/24/2026

Accepted date

Accepted by

Name: City of Deephaven

Address: 20225 Cottagewood Rd Excelsior, MN 55331

Scope of work: Replacement of staircase at Northome with (48) 36" granite steps, each level of staircase will stacked 2 step units wide to be 72" wide total, as well as installation of new galvanized steel railing with treated wood 4x4 posts.

Demo of existing: $4,500

Install of new steps: $26,000

Install of new railing: $4,500

Total: **$35,000**

Matt Dvorak	9/16/26		
Dvorak Lawn Care	Date	City of Deephaven	Date

SUPERIOR LAWN AND LANDSCAPE
PO BOX 207
ST. BONIFACIUS, MN 55375
+19524421215

ADDRESS
CITY OF DEEPHAVEN 20225 COTTAGEWOOD RD EXCELSIOR, MN 55331

ESTIMATE #	DATE
31637	06/15/2026

DATE	ACTIVITY	QTY	RATE	AMOUNT
	REMOVAL/ DISPOSAL OF EXISTING STAIRCASE/ RAILING "NORTHOME"	1	1,500.00	1,500.00
	CUSTOM STEEL HAND RAIL, PAINTED BLACK INSTALLED IN MIDDLE OF NEW STAIRWAY	1	5,000.00	5,000.00
	48) 4 FT. GRANITE STEPS INSTALLED WITH COMPACTED BASE	1	23,280.00	23,280.00
	3) CONCRETE LANDINGS INSTALLED, TOP, MIDDLE, BOTTOM	1	3,500.00	3,500.00
	LARGE RIP RAP BOULDER INSTALLED BOTH SIDE OF NEW STAIRWAY, FOR WATER MITIGATION	1	4,450.00	4,450.00
	EQUIPMENT CHARGE	1	465.00	465.00
	HAULING/ DISPOSAL	1	400.00	400.00
	APPLICABLE SURCHARGE/ INSURANCES	1	2,702.00	2,702.00

NOTE
*All plant prices, sizes, and varieties contingent upon availability.
*Seed/sod/irrigation repair not included in estimate unless noted as line item.
*No Warranty on sod or seed, success or failure is dependent on care, maintenance and weather conditions after installation.
*Payment with cash/check, we require up to 1/2 down upon signing, balance due upon completion.
*4% Service fee on credit card transactions over $3,000 upon signing.

SUBTOTAL	41,297.00
TAX	0.00
TOTAL	**$41,297.00**

Accepted By

Accepted Date

DEEPHAVEN CITY COUNCIL MEETING MEMORANDUM
20225 COTTAGEWOOD ROAD, DEEPHAVEN, MN 55331

City Council Workshop
Council Agenda: Old Business
6 p.m. | 7 p.m. Monday, September 21, 2026
Resolution Adopting the 2026 Preliminary
Property Tax Levy, Payable in 2027

Recommended Motion: Approve Resolution Establishing 2026 Preliminary Property Tax Levy, Payable in 2027.

Note on Preliminary Levy and Budget Summary:
The only action needed at this meeting is the passage of the attached Resolution establishing the Preliminary Property Tax Levy as the ceiling on what will be levied for 2027.

Summary: the Preliminary Levy has been reduced by $140,196 from the September 8 Draft Budget. Factors leading to this reduction include the removal of a 7th Police Officer in 2027, updated interest investment returns, the removal of the UPS System from the Fire Department Capital Budget and other minor operational adjustments based upon past budgetary performance. These changes result in the recommended 2027 Preliminary Property Tax Levy in the amount of $4,970,043, which represents an increase of 6.19% from the 2026 Levy. This would be the third-lowest Preliminary Levy increases as compared to our 13 neighboring cities.

The City Council met in Workshop on July 6, August 3, August 17 and September 8 to discuss the Draft 2027 Deephaven General Fund and Preliminary Property Tax Levy. The budget and preliminary levy presented and reviewed at the September 8 Workshop featured a 2026 Preliminary Levy, payable in 2027 in the amount of $5,110,239.60. This reflected an increase of $429,788.60, or 9.18%, from the 2026 Final Property Tax Levy in the amount of $4,680,451. The components of this Preliminary Levy included a General Fund Levy in the amount of $3,820,924.60, a Debt Service Levy for the 2019A Series Bond in the amount of $189,315, and a Capital Improvement Fund Levy in the amount of $1,100,000.

Since our last meeting, Staff have continued to review and refine our projected budget estimates for next year. In terms of revenues, Staff more closely reviewed the City's long-term investments and have notably increased the projected interest income anticipated in 2027 from the previous amount of $30,000 to a new projected amount of $110,968. This level of projected revenue is in-line with audited revenues in prior years and reflects the re-investment of several CDs from previous 1% interest rates to current rates at or above the 3.5% to 4% rate of investment return.

Staff have also made adjustments to projected expenses for next year that have reduced the recommend property tax levy. It appears the City of Greenwood has elected to remain with the South Lake Minnetonka Police Department for their law enforcement services. This contract would have required the City of Deephaven to hire a seventh officer next year for the Police

Department, an expense that was reflected in the last budget draft. Additional budgetary adjustments include anticipated reductions in energy consumption and expense based upon the updating of the City Hall and Police Department HVAC systems, removal of the UPS System for the Fire Department Capital Expense and other small adjustments based upon prior year operations.

The budget adjustments presented above have allowed Staff increase the Contingency line item to $163,599.76 and reduce the General Fund property tax levy to $3,680,856. The Capital Improvement Levy is still recommended to increase by $100,000 to $1,100,000 to support capital projects and expenses next year and following the cadence to support a 2029 Street Improvement Project to address the remaining three miles of roadways in poor or worse condition. The Debt Service Levy is unchanged at the value of $189,315. The final recommended Preliminary Property Tax Levy is the aggregate of these amounts, $4,970,043; which represents an increase of 6.19% from the 2026 Final Property Tax Levy of $4,680,451.

This Preliminary Levy increase would land Deephaven as the area's third-lowest in comparison to our neighboring cities. As reported by our area City Administrators, the most recent proposed levies were:

City	Prelim Levy
Tonka Bay	38.00%
Excelsior	19.99%
Minnetonka Beach	14.80%
Minnetrista	11.00%
Independence	9.99%
Mound	9.85%
Shorewood	8.31%
Orono	8.09%
Spring Park	7.06%
Minnetonka	6.70%
Wayzata	6.25%
Deephaven	6.19%
Woodland	5.47%
Victoria	4.85%

Attached for your review is a draft of a Resolution that would formally adopt the 2027 Preliminary Property Tax Levy as presented herein. Members of the Council and Staff can discuss and review the budgets and this Resolution at our meeting on Monday, September 21st, and Staff can answer any questions the Council may have. Please note again that this Preliminary Levy represents the ceiling for that which can be levied in 2027. The 2027 Budget is not being

formalized or approved, and Staff will continue to review and update the 2027 Draft Budget and Final Property Tax Levy recommendations for Council review prior to our December Truth in Taxation Public Hearing.

Thank you, and as always, please send any questions, comments or requests for additional information you may have.

Dan Madsen
City Administrator / Special Counsel
Deephaven, Minnesota

CITY OF DEEPHAVEN, MINNESOTA

A Regular meeting of the City Council of the City of Deephaven, Minnesota was called to order by Mayor Kent Carlson on Monday, September 21, 2026, at 7:00 p.m. in the Council Chambers of City Hall, 20225 Cottagewood Road, Deephaven, Minnesota, 55331. The following Council Members were present: Carlson, Scherschligt, Jewett, Studer and Erdmann. The following were absent: None. A motion to adopt the following resolution was made by _____, seconded by _____.

RESOLUTION # XX-XX
A RESOLUTION ADOPTING THE 2026 PRELIMINARY PROPERTY TAX LEVY, PAYABLE IN 2027

WHEREAS, the Council held budget workshop meetings on July 6, August 3, August 17, September 8, and September 21 to discuss the proposed preliminary 2027 Budgets, Ad Valorem Property Tax Levy, Debt Service Property Tax Levy and Capital Improvement Fund Property Tax Levy anticipated for 2027; and

WHEREAS, the Deephaven Preliminary Property Tax Levy is required to be certified to the Hennepin County Auditor no later than September 30, 2026, pursuant to MINN. STAT. §275.065, subd. 1; and

WHEREAS, the Debt Service Levy for the 2019A Series Street Reconstruction Bond requires the 2027 amount to be levied for that debt as $189,315; the new 2026A Series Bond has a payment due in the amount of $128,418.75 which will be paid from available funds that were capitalized and held upon issuance of the 2026A Series Bond.

WHEREAS, the City of Deephaven Capital Improvement Fund Levy is proposed in the amount $1,100,000 to fund the City's Capital Improvement Fund equipment purchases and infrastructure improvements scheduled for 2027 and beyond; and

WHEREAS, the Ad Valorem levy is recommended to be set at $3,680,856 to fund municipal operations in 2027; and

WHEREAS, the combined total of these levies establishes the 2027 Draft Preliminary Property Tax Levy, which would be in the final amount of $4,970,043. This reflects an increase of $289,592, or 6.19%, from the 2026 Final Property Tax Levy in the amount of $4,680,451; and

WHEREAS, the City of Deephaven will hold its annual Truth in Taxation Public Hearing and review the Final 2026 Property Tax Levy, Payable in 2027, at 7 p.m., Monday, December 7, 2026.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Deephaven, County of Hennepin, State of Minnesota, that the following sums of money as per the attached budget be

levied and collectible in 2027 upon the taxable property in said City of Deephaven for the following purposes:

Debt Service Levy*	$	189,315
Capital Improvement	$	1,100,000
Ad Valorem (General) Levy	$	3,680,856
Total Preliminary Property Tax Levy:	**$**	**4,970,043**

*The 2026A Series Bond has a 2027 payment due in the amount of $128,418.75 which will be paid from available funds that were capitalized and held upon issuance of the 2026A Series Bond. No property tax levy is necessary for this payment.

BE IT FURTHER RESOLVED that the City Clerk shall submit the Preliminary Levy to the Hennepin County Auditor prior to September 30, 2026.

BE IT ALSO RESOLVED that the City of Deephaven will hold the annual Truth in Taxation Public Hearing to review the 2027 Budget and Final 2027 Property Tax Levy at 7 p.m., Monday, December 7, 2026, at Deephaven City Hall, 20225 Cottagewood Road, Deephaven, Minnesota 55331.

Adopted by the Council of the City of Deephaven, Minnesota on Monday, September 21, 2026. The following Council Members voted in favor: Carlson, Scherschligt, Studer, Jewett and Erdmann. The following members voted against or abstained: None. Where upon the motion was declared passed and executed.

CITY OF DEEPHAVEN

_____
Kent Carlson, Mayor

ATTEST:

_____
Kimberly Lenarz-Greenwaldt, City Clerk

Deephaven Capital Improvement Plan

	Final 2020	Final 2021	Final 2022	Final 2023	Final 2024	Final 2025	Budget 2026	YTD 2026	Projected 2026	Draft 2027	Draft 2028	2026 Notes	2027 Notes	2028 Notes
Capital Improvement Revenues														
Interest Income	$12,487	$148	$8,251	$200	$0	$0	$200	$0	$200	$0	$0			
Franchise Fees	$94,641	$94,392	$94,915	$94,500	$163,365	$189,494	$220,000	$142,656	$220,000	$200,000	$200,000	Does not include $56,725.43 in cell tower revenue received as of 8.31.2026		
Tax Levy	$394,469	$394,994	$445,081	$450,000	$700,000	$900,000	$1,000,000	$500,000	$1,000,000	$1,100,000	$586,707	Reflects reduced levy for 2026 Project	Reflects reduced levy for 2026 Project	
Grant / State Aid / Rescue Funds	$20,000	$750,000	$0	$0	$0	$300,000	$0	$0	$0	0	0			
Vehicle Forfeitures	$0	$9,430	$0	$0	$0	$0	N/A	$0	N/A	0	0			
Sale of Equipment	$0	$52,300	$0	$65,000	$50,905	$21,025	$65,000	$90,000	$0	$25,000	$25,000	Trade in value of old CAT Wing Plow- $65,000 but came off of purchase price. Plus $25,000 for sale of PW Plow Truck		
General Fund Transfer	$200,000	$150,000	$200,000	$0	$0		N/A	N/A	N/A	N/A	N/A			
Enterprise Fund Transfers	$0	$16,000	$32,000	$52,000	$70,000	$0	$0	$0	$0	$0	$0	Discontinued		
Small Cities Road Aid					$58,558	$0	$62,160.00	$21,188	$62,160.00	$57,407.00	$57,407.00			
Bond Proceeds	$78,227	$0	$0	$0	$293,058	$0	$0	$0	$0	0	0			
Miscelaneous Revenues	$100,400	$6,393	$0	$0	$21,809	$500	$0	$0	$0	0	0			
Total CIP Revenues	**$900,224**	**$1,473,657**	**$780,247**	**$661,700**	**$1,357,695**	**$1,411,019**	**$1,347,360**	**$753,844**	**$1,282,360**	**$1,382,407**	**$869,114**			

	Final 2020	Final 2021	Final 2022	Final 2023	Final 2024	Final 2025	Budget 2026	YTD 2026	Projected 2026	Draft 2027	Draft 2028			
Capital Improvement Expenses														
City Hall	N/A	N/A	N/A	N/A	$52,143	$230,134	$55,000	$0	$55,000	$125,000	$0			
Police Department	N/A	N/A	N/A	N/A	$361,447	$42,058	$15,000	$46,089	$33,000	$142,000	$154,200	PD Server down payment, Vehicle lease fees		
Public Works	N/A	N/A	N/A	N/A	$625,795	$219,683	$318,000	$326,828	$251,624	$87,000	$0	2026 Cat Loader, Wing and Plow Council approved 11.3.2025. PW truck lease fees		
Park and Rec.	N/A	N/A	N/A	N/A	$2,755	$692,511	$605,000	$103,398	$605,000	$180,500	$15,000	Village Hall Pavillion ($550,000), Retaining Wall; Thorpe Park Concrete Borders		
Roads and Streets	N/A	N/A	N/A	N/A	$495,072	$322,164	$140,000	$331,964	$592,927	$180,000	$180,000	$140,052 Fog and Chip / $305,469.43 Street Project Engineering Fees / $154,788.37 2026 Street Project Additional Construction / Admin Expense		
Total CIP Expense	**$835,055**	**$1,612,511**	**$905,710**	**$1,100,413**	**$1,537,212**	**$1,506,550**	**$1,133,000**	**$808,279**	**$1,537,551**	**$714,500**	**$349,200**			

Equipment Purchases Only	2026	Draft 2027	Draft 2028
Projected Revenues	$1,282,360	$1,382,407	$869,114
Projected Expenses	$1,537,551	$714,500	$349,200
Projected Total	-$255,191	$667,907.00	$519,914

2027 Total Equipment Expense	$865,236	Note: If we buy everything next year projected in our CIP Plan
2027 Total Depreciation Expense	$516,586	If we fully funded depreciation, it is recommended we do not fund next year.
Total 2027 CIP Expense	$1,381,822	Note: Cost of all CIP purchases and fully funded depreciation

2028 Total Current Expense	$349,200	Note: If we buy everything next year projected in our CIP Plan
2028 Total Depreciation Expense	$512,052	If we fully funded depreciation, we could partially fund based upon projections
Total 2028 CIP Expense	$861,252	Note: Cost of all CIP purchases and fully funded depreciation

	Final 2020	Final 2021	Final 2022	Final 2023	Final 2024	Final 2025	Budget 2026	Draft 2027	Draft 2028
Capital Fund Balance	$501,301	$435,278	$309,815	-$8,085	-$187,602	-283,133	-538,324	$29,583	$449,497
							Includes $255,191 with deficit from 2026 Street Project		

City Hall Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding	
Computers (7 Stations)	$35,000	4	2027	$8,750		
Server	$25,000	5	2030	$5,000		
Software / Programs	$65,000	10	2027	$6,500		Moved again to 2027, has been in CIP since 2024
Website	$25,000	10	2027	$2,500		Moved again to 2027, has been in CIP since 2024
Phone System	$12,000	7	2032	$1,714		
Copier / Scanner	$9,800	6	2031	$1,633		
City Hall HVAC Sytem	$15,000	15	2039	$1,000		
PD HVAC System	$30,000	15	2026	$2,000		
A/V Equipment	$58,000	10	2025	$5,800		
Generator	$82,000	25	2053	$3,280		
Furnishings	$25,000	15	2026	$1,667		
Roof	$75,000	25	2050	$3,000		
Total CIP Expense	**$456,800**			**$42,844**		

2026 CIP Expense	**$55,000**
2026 Depreciated Expense	**$42,844**
2027 CIP Expense	**$125,000**
2027 Depreciated Expense	**$42,844**

2028 CIP Expense	**$0**
2028 Depreciated Expense	**$42,844**
2027 Projected Expense	**$167,844**
2028 Projected Expense	**$42,844**

Police Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding	
2023 Dodge Durango GT 60 mo. Lease	$66,000	5	2028	$13,200	$6,151	
2023 Dodge Durango Police 48 mo.Lease	$66,000	4	2027	$16,500	$5,663	
2023 Dodge Durango Police 48 mo.Lease	$66,000	4	2027	$16,500	$5,663	
2025 Dodge Durango Police Car	$66,000	4	2029	$16,500		Purchased in 2024
2025 Dodge Durango Police Car	$66,000	4	2029	$16,500		Purchased in 2024
2024 Xerox/Fax Machine	$6,500	6	2034	$1,083		
2024 Livescan Fingerprint Machine	$30,000	10	2034	$3,000		
2022 (4) Squad Laptops	$13,200	6	2028	$2,200		
2023 (5) AED's	$15,000	8	2031	$1,875		
2019 (5) Police Rifles	$10,000	8	2027	$1,250		
2013 (2) Civil Defense Sirens	$40,000	20	2033	$2,000		
2020 Police Server	$30,000	5	2026	$6,000		
Taser VR Traning System	$10,830	5	2030	$2,166		
2015 Police Department Camera System	$21,000	10	2034	$2,100		Purchased in 2024
2012 Replacement Police Management System	$75,000	15	2028	$5,000		
Total CIP Expense	**$506,530.00**			**$105,874**		

2026 CIP Expense	**$30,000**
2026 Depreciated Expense	**$105,874**

2027 CIP Expense	**$142,000**
2027 Depreciated Expense	**$105,874**

2028 CIP Expense	**$154,200**
2028 Depreciated Expense	**$105,874**
2027 Projected Expense	**$247,874**
2028 Projected Expense	**$260,074**

Notes: Not Depreciated - To be included in annual operating budget as expenses when needed.			
2024 (8) Glock 9mm Handguns	5,000	7	2031
2023 (8) Portable Radios Leased		7	2030
2024 (6) Mobile Radios Leased		10	2033
2024 (4) LPR Sqd Camera Lease	71,670	5	2029
2024 (8) Body Camera Lease	28,700	5	2029
2018 (2) Radar Units	6,000	7	2025
2019 (2) Radar Units	6,000	7	2026
2022 (2) Garage Doors	6,000	10	2032
2023 (2) Office Computers	4,500	5	2027
2020 (4) Office Computers	9,000	5	2025
2020 Tasers (8) (4 yr Lease, 10K per year)	10,000	4	2025
2019 Lidar	5,000	10	2029
2014 (4) Portable Ballistic Shields	7,000	12	2026
2019 (2) Portable Speed Monitors	6,300	8	2027
2020 (5) Rifle Suppressors	3,400	8	2028
2025 (1) Radar Unit	4,000	7	2032
2012 (2) Portable Weighing Scales	6,000	20	2032

Public Works Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding
2023 Skidsteer Trailer	$18,000.00	30	2054	$600.00	
2024 Toolcat	$87,128.00	10	2034	$8,712.80	
2024 Crack Filling Machine	$115,972.00	12	2036	$9,664.33	
2024 Roller Rd 12 Whacker	$22,500.00	20	2044	$1,125.00	
2022 Blacktop Trailer	$34,500.00	15	2037	$2,300.00	
2007 Freightliner Water Truck and Tank	$210,000.00	15	2031	$14,000.00	
2006 Tractor / Flail Side Arm John Deere	$70,000.00	20	2029	$3,500.00	
2026 Cat Loader	$316,624.00	15	2026	$21,108.27	$248,624
2023 Ford F150 Pickup Truck	$56,020.00	10	2033	$5,602.00	
2024 Toro Groundsmaster Mower, Blower	$61,000.00	10	2034	$6,100.00	
2015 Freightliner Plow Truck	$265,000.00	15	2030	$17,666.67	
2016 Freightliner Plow Truck	$265,000.00	15	2031	$17,666.67	
2017 Bobcat 650 / Sweeper, Bucket, Broom	$65,000.00	10	2027	$6,500.00	
2019 Toro Groundsmaster 7200	$22,000.00	8	2027	$2,750.00	
2019 Ford F450 Super Duty Pickup	$96,500.00	10	2029	$9,650.00	
2022 Ford F350 Dump Truck Lease	$98,000.00	10	2033	$9,800.00	$9,542
2024 Freightliner Plow Truck Lease	$282,000.00	15	2039	$18,800.00	
Public Works Shop	$2,340,362.00	50	2040	$46,800.00	
Sand / Salt Shed	$591,410.00	40	2043	$14,785.00	
Total CIF Expense	**$5,017,016.00**			**$217,131**	

2026 CIP Expense	$318,000
2026 Depreciated Expense	$217,131

2027 CIP Expense	$87,000
2027 Depreciated Expense	$217,131

2028 CIP Expense	$0
2028 Depreciated Expense	$217,131
2027 Projected Expense	$304,131
2028 Projected Expense	$217,131

Parks and Rec. Capital Outlay Expense	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding

Children's Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Playground Slide	$20,000	30	2029	$666.67	
Playground Boat	$15,000	30	2029	$500	
Gazebo	$35,000	35	2034	$1,000	
Brick Pavers	$15,000	30	2050	$500	
Irrigation System	$15,000	30	2029	$500	
Sculpture	$37,000	30	2029	$1,233.33	
Fountain	$5,000	30	2029	$166.67	
Subtotal Expense	**$142,000**			**$4,567**	

Village Hall Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding	
Gazebo	$50,000	50	2030	$1,000		
Tennis Court Reconstruction (2025)	$155,000	25	2050	$6,200	$54,792	For fencing install
Tennis Court Resurfacing	$20,250	5	2029	$4,050		
Tennis Court Backboard	$5,000	25	2030	$200		
Retaining Walls (2)	$20,000	30	2026	$666.67		
Warming House	$550,000	25	2026	$22,000	$7,965	
Ice Rink Lights	$70,000	30	2030	$2,333.33		
Ballfield Backstop	$5,000	25	2030	$200		
Hockey Rink	$564,783	40	2065	$14,120	$619	
Playground Equipment	$35,000	25	2043	$1,400		
Subtotal Expense	**$1,475,033**			**$52,170**		

Thorpe Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Multi-use Playground	$75,000	25	2035	$3,000	
Dinosaur Playground	$50,000	25	2030	$2,000	
Multi-colored Playground	$50,000	25	2030	$2,000	
Climbing Structure	$18,000	20	2030	$900	
Picnic Shelter	$35,000	35	2033	$1,000	
Ballfield Backstops (2)	$10,000	15	2028	$666.67	
Hockey Rink Lights	$70,000	25	2042	$2,800	
Warming House (2023)	$400,000	40	2063	$10,000	
Hockey Rink Asphalt Surface (Concrete)	$110,000	20	2037	$5,500	
Hockey Rink Boards (Fiberglass)	$75,000	25	2042	$3,000	
Tennis Court Resurfacing (2023)	$27,000	10	2033	$2,700	
Tennis Court Reconstruction	$100,000	25	2047	$4,000	
Tennis Court Backboard	$5,000	15	2037	$333.33	

Asphalt Path	$170,000	20	2043	$8,500		
Basketball Court	$40,000	25	2032	$1,600		
Basketball Resurface	$15,000	10	2025	$1,500		Occurred in 2025 - $8,264
Pond Fountain	$8,000	10	2025	$800		Occurred in 2025 - $7,475
Playground Concrete Borders	$35,000	20	2026	$1,750		
Subtotal Expense	**$1,293,000**			**$52,050**		

Shuck Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Playground Equipment	$35,000	20	2040	$1,750	
Tennis Court Reconstruction	$100,000	25	2045	$4,000	
Tennis Court Resurfacing	$27,000	10	2030	$2,700	
Subtotal Expense	**$162,000**			**$8,450**	

Haralson Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Platform Court Resurfacing	$20,000	6	2027	$3,333.33	
Platform Court Lighting	$20,000	15	2037	$1,333.33	
New Platform Court	$200,000	20	2037	$10,000.00	
Subtotal Expense	**$240,000**			**$14,666.67**	

Burton Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Stone Stairs	$7,000	25	2035	$280	
Subtotal Expense	**$7,000.00**			**$280.00**	

Pump Park	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding	
Asphalt Path	$0	0	0	$0		Park Board recommended removal, no replacement
Subtotal Expense	**$20,000.00**			**$0.00**		

Linwood Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Dock (48')	$8,000	10	2030	$800	
Subtotal Expense	**$8,000.00**			**$800.00**	

Sandy Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Dock (110')	$10,000	10	2030	$1,000	
Subtotal Expense	**$10,000.00**			**$1,000.00**	

Rocky Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Dock (90')	$9,000	10	2036	$900	
Subtotal Expense	**$9,000.00**			**$900.00**	

Nocomo Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Parking Lot	$80,000	25	2050	$3,200	
Subtotal Expense	**$80,000.00**			**$3,200.00**	

Robinson's Bay Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Border Fence	$5,000	15	2028	$333	
Dock (60')	$9,000	10	2036	$900	
Subtotal Expense	**$14,000**			**$1,233**	

Deephaven Beach	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding
Lights (8)	$40,000	20	2027	$2,000	
Lake Avenue Bollards (7)	$10,500	25	2027	$420	
Sport Court	$35,000	20	2027	$1,750	
Sport Court Parking Bollards (12)	$25,000	25	2027	$1,000	
Asphalt Path (200')	$50,000	25	2027	$2,000	
Sun Arbor	$25,000	20	2039	$1,250	
Swimming Dock	$60,000	20	2037	$3,000	
Subtotal Expense	**$245,500**			**$11,420**	

Total CIF Expense	**$3,705,533.00**			**$150,736.24**	

2026 CIP Expense	**$605,000**
2026 CIP Depreciation Expensee	**$150,736**

2027 CIP Expense	**$180,500**
2027 Depreciated Expense	**$150,736**

2028 CIP Expense	**$15,000**
2028 Depreciated Expense	**$150,736**
2027 Projected Expense	**$331,236**
2028 Projected Expense	**$165,736**

Roads and Streets Capital Budget	Final 2025	Budget 2026	Draft 2027	Draft 2028
Chip and Fog Seal Coat, Maltine Treatment	119,624	140,000	180,000	180,000

2027 Projected Expense	**$180,000**
2028 Projected Expense	**$180,000**

2026 Street Project - 2026 Expenses YTD $191,912.33

Sewer Fund Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding
Lift Station Control Panels	$140,000.00	20	2026	$7,000.00	
2015 F350 Sewer Service Truck	$65,000.00	15	2030	$4,333.33	
Portable Generator	$34,000.00	20	2034	$1,700.00	
Total CIF Expense	**$239,000.00**			**$13,033**	

2026 CIP Expense	**$140,000**
2026 Depreciated Expense	**$13,033**

2027 CIP Expense	**$0**
2027 Depreciated Expense	**$13,033**

2028 CIP Expense	**$0**
2028 Depreciated Expense	**$13,033**
2027 Projected Expense	**$13,033**
2028 Projected Expense	**$13,033**

Stormwater Fund Capital Outlay Expense	Replacement Cost	Depreciation	Replacement	Annual Cost	Current Funding
Steam Generator	$4,500.00	20	2027	$225.00	
Total CIF Expense	$4,500.00			$225	

2026 CIP Expense	$0
2026 Depreciated Expense	$225

2027 CIP Expense	$4,500
2027 Depreciated Expense	$225

2028 CIP Expense	$0
2028 Depreciated Expense	$225
2027 Projected Expense	$4,725
2028 Projected Expense	$225

Marina Fund Capital Outlay Expense	Total Cost	Depreciation	Replacement	Annual Cost	Current Funding	
St Louis Bay	**Total Cost**	**Depreciation**	**Replacement**	**Annual Cost**	**Current Funding**	
Cruiser Docks (53)	$156,000	25	2034	$6,240.00		
Light Poles (4)	$20,000	25	2025	$800		look into
Dock Lights (5)	$4,000	10	2029	$400		
Launch Ramp	$40,000	20	2040	$2,000		
Breakwater	$26,000	25	2031	$1,040		
Sidewalk (250')	$15,000	20	2032	$750		
Rip Rap (300')	$22,500	20	2031	$1,125		
Breakwater Dock	$17,000	25	2033	$680		
Subtotal Expense	**$300,500**			**$13,035**		
Carson's Bay	**Total Cost**	**Depreciation**	**Replacement**	**Annual Cost**	**Current Funding**	
Cruiser Docks (40)	$105,000	25	2037	$4,200		
Dock Lights (4)	$3,000	15	2035	$200		
Subtotal Expense	**$108,000**			**$4,400**		
Public Launch	**Total Cost**	**Depreciation**	**Replacement**	**Annual Cost**	**Current Funding**	
Driveway	$10,000	25	2026	$400		
Dock (48')	$12,000	20	2041	$600		
Launch	$18,250	15	2026	$1,217		Fixed in 2025
Subtotal Expense	**$40,250**			**$2,217**		
Equipment	**Total Cost**	**Depreciation**	**Replacement**	**Annual Cost**	**Current Funding**	
1978 Pontoon Trailer	$5,000	25	2028	$200		
Pontoon Motor	$3,000	20	2028	$150		
1995 Pontoon	$15,000	25	2028	$600		
Security Camera System	$7,500	15	2034	$500		
Subtotal Expense	**$30,500**			**$1,450**		

Total CIF Expense	**$479,250.00**
	$21,101.67

2026 CIP Expense	**$28,250**
2026 CIP Depreciation Expensee	**$21,102**

2027 CIP Expense	**$0**
2027 Depreciated Expense	**$21,102**

2028 CIP Expense	**$23,000**
2028 Depreciated Expense	**$21,102**

2027 Projected Expense	**$21,102**
2028 Projected Expense	**$44,102**

Budget Item	2020 Actual	2021 Actual	2022 Actual	2023 Budget	2023 Projected	2024 Budget
Revenues						
Interest Income	12,487	148	8,251	200	200	200
Franchise Fees	94,641	94,392	94,915	94,500	94,500	189,000
Tax Levy	394,469	394,994	445,081	450,000	450,000	700,000
Grant / State Aid / Rescue Funds	20,000	750,000	0	100,000	0	0
Small Cities Road Aid	0	72,871	0	0	0	83,792
Vehicle Forfeitures	0	9,430	0	0	0	0
Sale of Equipment	0	52,300	0	90,000	65,000	0
General Fund Transfer	200,000	150,000	200,000	0	0	0
Marina Fund Transfer	0	16,000	32,000	52,000	52,000	70,000
Bond Proceeds	78,227	0	0	0	0	0
Other Revenues	100,400	6,393	0	0	0	0
Total Revenues	900,224	1,546,528	780,247	786,700	661,700	1,042,992
Expenditures						
Computers/Server/Technology	5,423	0	0	54,000	28,250	0
Admin. Equipment	0	0	0	10,000	8,000	12,000
City Hall Improvements	0	87,239	13,002	0	0	4,000
Vehicles / Plow Truck	0	0	34,140	65,800	150,632	67,432
Street Equipment	6,046	96,056	19,368	0	0	72,260
Street Improvements	441,653	351,683	441,955	526,000	601,031	350,000
Engineering	102,448	236,446	188,867	105,200	124,260	160,000
Northome Bridge Project	0	762,857	0	0	0	0
Record Management System	0	0	0	0	0	50,000
Police Vehicles	95,277	22,888	39,004	79,000	38,026	49,920
Police Office Upgrades	25,854	0	0	0	0	7,000
(7) Police Tasers	11,389	0	0	0	0	0
Patrol Rifles / Suppressors	0	3,320	0	0	0	0
Police Server/Computer	2,686	3,845	6,399	0	0	15,000
Radar Speed Monitors	0	0	2,261	0	0	0
Police Equipment	0	0	18,627	34,000	12,514	8,500
Park & Beach Improv.	144,279	48,217	142,087	110,000	137,700	20,000
Total Expenses	835,055	1,612,551	905,710	984,000	1,100,413	816,112
Annual Balance	65,169	-66,023	-125,463	-197,300	-438,713	226,880
Fund Bal, Jan 1	436,132	501,301	435,278	309,815	309,815	-128,898
Fund Bal, Dec 31	501,301	435,278	309,815	112,515	-128,898	97,982

Deephaven General Fund Revenues

		Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2027	Details
Ad Valorem Taxes										
101-31010	Current Ad Valorem Taxes	$2,435,679.00	$2,637,336.00	$2,949,483.00	$3,113,338.00	$1,088,675.14	31.20%	$3,489,666.00	**$3,680,856.00**	9.17.2026 Reduced by $67,480.23 through line item cuts and fine tuning.
101-31020	Delinquent Ad Valorem Taxes	$7,610.00	$6,018.00	$8,625.00	$625.00	$16,717.68	196.68%	$8,500.00	**$8,500.00**	Estimated based upon 2024, delinqunet taxes collected in 2026
101-31040	Fiscal Disparities	$33,836.00	$32,538.00	$29,389.00	$29,963.00	$14,064.94	0.00%	$0.00	**$0.00**	Updated based upon Auditor notes
101-31800	Surchgarge Revenue / Penalty	$2,257.00	$2,986.00	$896.00	$12.00	$1,565.10	78.26%	$2,000.00	**$2,000.00**	Estimated based upon 2024
	Total Ad Valorem Taxes	**$2,479,382.00**	**$2,678,878.00**	**$2,988,393.00**	$3,143,938.00	$1,121,022.86	32.03%	$3,500,166.00	**$3,691,356.00**	
Licenses and Permits										
101-32110	Alcohol / Tobacco Licenses	$1,742.00	$725.00	$700.00	$725.00	$0.00	0.00%	$750.00	**$725.00**	Check LQ License Fee - yacht club
101-32160	Professional Licenses	$4,275.00	$4,875.00	$3,950.00	$1,200.00	$1,040.00	23.11%	$4,500.00	**$4,000.00**	Tree service licenses
101-32180	Other Business Licenses	$9,310.00	$150.00	$50.00	$50.00	$70.00	70.00%	$100.00	**$100.00**	
101-32210	Deephaven Building Permits	$265,901.00	$357,638.00	$365,133.00	$554,939.00	$215,379.32	59.01%	$365,000.00	**$365,000.00**	
101-32211	Electrical Permits	$27,305.00	$34,996.00	$12,369.00	$1,235.00	$16,118.80	0.00%	$0.00	**$0.00**	No revenue based upon change from Minnetonka to State of MN
101-32240	Dog Licenses	$2,210.00	$1,175.00	$1,540.00	$170.00	$260.00	20.00%	$1,300.00	**$800.00**	est. 200 Dog Licenses, every other year as they are good for 2 years
101-32250	Parking Permits	$45,938.00	$52,471.10	$49,663.00	$52,580.00	$48,260.00	87.75%	$55,000.00	**$50,000.00**	2024: 431 Resident, 420 Beach, 173 Launch 3006 resident free
	Total Licenses and Permits	**$356,681.00**	**$452,030.10**	**$433,405.00**	$610,899.00	$281,128.12	65.89%	$426,650.00	**$420,625.00**	
Charges for Service										
101-34103	Zoning & Subdivisions	$11,150.00	$10,100.00	$7,550.00	$9,538.00	$12,350.00	102.92%	$12,000.00	**$12,000.00**	
101-34201	General Police Services	$31,041.00	$10,881.00	$1,266.00	$12,739.00	$3,125.00	156.25%	$2,000.00	**$2,752.00**	False alarms ($1,500), Towards 0 Deaths ($1,252)
101-34202	Police Forfeiture	$0.00	$535.00	$6,000.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	We don't budget for forfeitures, should always be 0 in budget.
101-34303	Private Roads	$15,509.00	$22,550.68	$27,638.00	$33,849.00	$3,250.74	9.29%	$35,000.00	**$35,000.00**	Actively receiving payments for 2026 plowing
101-34101	Greenwood Rent	$0.00	$1,650.00	$1,350.00	$1,800.00	$900.00	50.00%	$1,800.00	**$1,800.00**	
101-39503	Greenwood Public Works	$0.00	$30,362.00	$198,505.00	$184,271.00	$101,540.76	58.12%	$174,699.32	**$191,410.23**	
101-39600	Woodland Administrative Services	$45,490.00	$5,213.50		$94,140.00	$54,205.86	50.00%	$108,412.00	**$113,866.33**	Will be for services in 2027 - updated 9.17.2026
101-39601	Woodland Police Services	$142,485.00	$129,157.00	$151,963.00	$159,604.00	$89,268.00	50.00%	$178,536.00	**$174,183.02**	Check Code, Fix Code 39601 / 39602 - updated 9.17.2026
101-32212	Woodland Bldg Permits	$27,258.00	$22,427.00	$24,141.00	$30,664.00	$51,370.88	0.00%	$0.00	**$50,000.00**	CC Payments and others, need to be remitted to Woodland - pass through
101-32213	Woodland Elec Permits		$3,755.00	$954.00	$201.00	$10,495.00	0.00%	$0.00	**$0.00**	Moving to State for Electric
101-32230	Woodland Load Limits		$263.00	$2,320.00	$5,042.00	$8,196.00	0.00%	$0.00	**$8,000.00**	Collected by Woodland, need to be remitted to Woodland - pass through
101-32260	Other Non-Business Licenses		$8,380.00	$1,675.00	$4,950.00	$6,505.00	0.00%	$0.00	**$6,500.00**	Solicitor licenses, ROW permits, Special Event Permits
101-32270	Stormwater Permits		$3,800.00	$16,940.00	$3,750.00	$5,650.00	148.68%	$3,800.00	**$5,650.00**	
101-39602	Woodland Public Works Services	$677.00	$3,734.00	$14,357.00	$3,779.00	$2,878.71	82.25%	$3,500.00	**$3,500.00**	Fix Coding and Number - 39601 / 39602
101-34304	Load Limits	$33,887.00	$42,070.00	$36,928.00	$86,831.00	$36,690.89	81.54%	$45,000.00	**$40,000.00**	
101-34960	Refunds	-$12,827.00	$33,156.00	$25,454.00	$5,000.00	$44,500.00	0.00%	$0.00	**$45,000.00**	Construction Escrow, journal entry reduces from revenue without impact to expenses
	Total Charges for Services	**$299,886.00**	**$328,060.93**	**$518,137.00**	**$636,158.00**	**$430,926.84**	**76.30%**	**$564,747.32**	**$689,661.58**	
Intergovernmental Revenues										
101-33416	POST Reimbursement	$7,104.00	$5,050.99	$0.00	$0.00	$0.00	0.00%	$7,000.00	**$0.00**	Reclassed to PD State Aid
101-33421	Fire Relief Reimbursement	$187,458.00	$220,958.00	$244,137.00	$283,795.00	$1,000.00	0.40%	$250,000.00	**$280,000.00**	Passthrough funding as fiscal agency for EFD. Ties out to Expense FD Fire Aid
101-33422	Police State Aid	$67,611.00	$247,142.00	$86,181.00	$113,210.00	$0.00	0.00%	$110,000.00	**$120,000.00**	Police Aid, $106,248 in 2025 - estimated increase based upon 6 officers and 2 chiefs.
101-33610	Hennepin County Road Aid	$11,478.00	$0.00	$9,040.00	$30,328.00	$0.00	0.00%	$16,783.20	**$0.00**	Refleted and moved to CIP Fund so not reflectred herein.
101-33625	CARES Relief Aid	$28,395.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
	Public Safety Aid	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
	Total Intergovernmental	**$302,046.00**	**$473,150.99**	$339,358.00	**$427,333.00**	**$1,000.00**	**0.26%**	**$383,783.20**	$400,000.00	
Fines, Penalties & Transfers										
101-35101	Fines & Penalties	$28,835.00	$32,941.00	$33,532.00	$26,254.00	$16,257.66	46.45%	$35,000.00	**$35,000.00**	Court Fines received from State
	Marina Fund Transfers	$0.00	$0.00	$0.00	$120,000.00	$75,000.00	50.00%	$150,000.00	**$150,000.00**	Salaries and equipment, increased based upon Compensation
	Stormwater Fund Transfers	$0.00	$0.00	$0.00	$110,000.00	$65,000.00	50.00%	$130,000.00	**$130,000.00**	Salaries and equipment, increased based upon Compensation
	Water Fund Transfers	$0.00	$0.00	$0.00	$10,000.00	$10,000.00	50.00%	$20,000.00	**$20,000.00**	Salaries and equipment, increased based upon Compensation
101-39200	Sewer Fund Transfers	$38,424.00	$70,611.00	$0.00	$160,000.00	$107,500.00	50.00%	$215,000.00	**$190,000.00**	Salaries and equipment, increased based upon Compensation
	Total Fines, Penalties & Transfers	$67,259.00	**$103,552.00**	**$33,532.00**	**$426,254.00**	**$273,757.66**	**49.77%**	**$550,000.00**	$525,000.00	
Miscellaneous Income										

101-36100	Special Assessments	$161.00	$1,436.90	$0.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
101-36102	Interest Income	-$208,528.00	$126,452.00	$157,777.00	$117,315.00	$7,798.21	25.99%	$30,000.00	**$110,968.00**	Factored increase in investment interest
101-36200	Conduit Debt Fee	$0.00	$0.00	$130,000.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	7 Hills Prep Academy, one time conduit bond payment for 2024. Likely won't reoccur.
101-36201	Prints & Copies	$30.00	$48.00	$1,217.00	$71.00	$26.50	0.00%	$0.00	**$30.00**	Public copies, printing fees
101-36220	Cell Towers, Other Income	$88,625.00	$70,210.00	$200,412.00	$111,336.00	$67,547.92	0.00%	$0.00	**$0.00**	July 1, 2026 this is transferred to CIP Budget as Revenue
101-36221	School Resource Officer	$6,216.00	$6,216.00	$8,508.00	$0.00	$0.00	0.00%	$6,500.00	**$6,500.00**	For P.D. School Resource Support
101-36230	Donations	$0.00	$0.00	$0.00	$55,878.00	$525.00	0.00%	$0.00	**$0.00**	
101-34950	Sale of Property	$1,063.00	$0.00	$2,600.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
101-34100	General Government	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	
	Total Miscellaneous Income	**-$112,433.00**	**$204,362.90**	**$500,514.00**	**$284,600.00**	**$75,897.63**	**207.94%**	**$36,500.00**	**$117,498.00**	

Total General Fund Revenues	**$3,392,821.00**	**$4,240,034.92**	**$4,813,339.00**	**$5,529,182.00**	**$2,183,733.11**	**39.98%**	**$5,461,846.52**	**$5,844,140.58**

Deephaven General Fund Expenses

		Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2027	Details
Administration Expenses										
101-41400-101	Salaries	$222,725.00	$251,916.00	$267,856.00	$473,536.00	$254,357.12	51.13%	$497,504.00	**$517,164.16**	Admin, Clerk, Billing and Finance factoring 4% COLA / Increase
101-41400-121	Pera	$9,682.00	$9,048.00	$20,848.00	$35,515.00	$18,408.82	49.34%	$37,312.80	**$38,787.31**	7.5% PERA - includes 4% factor
101-41400-122	Social Security	$13,427.00	$14,849.00	$17,013.00	$28,517.00	$15,435.74	50.04%	$30,845.25	**$32,064.18**	6.2% S.S. includes 4% factor
101-41400-123	Medicare	$3,140.00	$3,572.00	$3,920.00	$6,659.00	$3,705.10	51.36%	$7,213.81	**$7,498.88**	1.45% Medicare includes 4% factor
101-41400-124	MN Paid Leave	N/A	N/A	N/A	N/A	$1,142.61	0.00%	$0.00	**$4,551.04**	0.88% MN Paid Leave includes 4% factor
101-41400-127	HSA US Bank	$0.00	$30,591.00	$0.00	$13,000.00	$14,625.00	112.50%	$13,000.00	**$14,300.00**	Factors 10% increase to $3,575 per employee x 4 employees - **Need to recode $1,625 to Planning**
101-41400-139	Health Insurance	$23,015.00	$23,583.00	$52,951.00	$51,421.00	$37,269.08	62.40%	$59,723.28	**$65,695.61**	Factors 10% increase. 4 Employees, 2 Single 2 Family
	Dental Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,309.88	**$2,623.82**	Factors 10% increse eff. 7/1/2027, 4 Employees - used to be included in Enterprise Funds
	Life Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,000.64	**$448.80**	$112.20 annually per employee, x 4 employees used to be included in Enterprise Funds
101-41400-149	Unemployment Insurance	$0.00	$0.00	$3,797.00	$0.00	$0.00	0.00%	$3,797.38	**$0.00**	Unemployment ended for Tracy
101-41100-103	Council Salaries	$26,400.00	$26,000.00	$26,400.00	$26,400.00	$13,200.00	50.00%	$26,400.00	**$26,400.00**	Council Pay
101-41100-121	Pera	$240.00	$240.00	$240.00	$180.00	$120.00	6.06%	$1,980.00	**$1,980.00**	7.5% PERA
101-41100-122	Social Security	$1,637.00	$1,612.00	$1,637.00	$1,637.00	$818.40	50.00%	$1,636.80	**$1,636.80**	6.2% S.S.
101-41100-123	Medicare	$383.00	$377.00	$383.00	$383.00	$191.40	50.00%	$382.80	**$382.80**	1.45% Medicare
101-41100-124	MN Paid Leave	N/A	N/A	N/A	N/A	$58.08	0.00%	$0.00	**$232.32**	0.88% MN Paid Leave, was set and took effect 2026.
101-41100-209	Office Supplies	$156.00	$313.00	$0.00	$100.00	$235.57	78.52%	$300.00	**$500.00**	
101-41100-301	Auditing	$16,950.00	$16,500.00	$25,466.00	$38,900.00	$28,050.00	178.10%	$15,750.00	**$16,500.00**	50% General / 50% Enterprise, past cost needs to be allocated by journal entry
101-41100-303	Engineering	$2,044.00	$867.00	$3,909.00	$576.00	$3,316.50	66.33%	$5,000.00	**$5,000.00**	
101-41100-304	Legal Fees	$16,764.00	$21,192.00	$9,466.00	$2,618.00	$23,396.75	467.94%	$5,000.00	**$5,000.00**	2026 $14,388 FD JPA Amendments, $8,010.50 Minnetonka Permit Issues
101-41100-309	Professional Services	$5,000.00	$15,500.00	$750.00	$2,414.00	$926.61	18.53%	$5,000.00	**$3,000.00**	County TNT Fees
101-41100-317	Assessor	$62,935.00	$67,100.00	$28,825.00	$110.00	$0.00	0.00%	$0.00	**$0.00**	Free under Hennepin Contract
101-41100-369	Insurance	$103,042.00	$141,294.00	$137,059.00	$148,669.00	$118,940.00	79.07%	$150,432.00	**$155,000.00**	estimating increase, final amount confirmed in the Fall
101-41100-371	Training Costs	$104.00	$1,997.00	$0.00	$0.00	$0.00	0.00%	$3,000.00	**$1,500.00**	
101-41100-372	General Government Meals/Lodging	$0.00	$0.00	$53.00	$0.00	$0.00	0.00%	$500.00	**$500.00**	Training, clerk conference
101-41100-433	Dues/Subscriptions	$5,089.00	$5,217.00	$2,042.00	$528.00	$884.00	14.73%	$6,000.00	**$2,000.00**	MN Mayor's Assoc, Adobe Acrobat - LMC was also reflected in Dues / Subscriptions Line 433
101-41100-437	Outside Agencies	$2,000.00	$2,000.00	$2,000.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	Excelsior Fireworks Program
101-41100-439	Miscellaneous	$0.00	$2,102.00	$566.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	GL Code updated by Andrew K
101-41200-103	Election Salaries	$4,519.00	$0.00	$11,772.00	$0.00	$0.00	0.00%	$8,000.00	**$4,000.00**	Election judge pay, possible Senate election, Klobuchar?
101-41200-201	Election Office Supplies	$791.00	$0.00	$45.00	$0.00	$0.00	0.00%	$500.00	**$200.00**	Supplies, ballots
101-41200-219	Election Operational Supplies	$0.00	$0.00	$3,021.00	$0.00	$0.00	0.00%	$3,500.00	**$1,000.00**	Line added by Andrew K
101-41200-309	Election Professional Services	$0.00	$0.00	$4,044.00	$0.00	$0.00	0.00%	$4,500.00	**$1,000.00**	Line added by Andrew K
101-41200-319	Election Equipment Maint.	$1,424.00	$2,612.00	$1,002.00	$0.00	$0.00	0.00%	$2,000.00	**$1,000.00**	DS 200 Maintenance Agreement, etc
101-41200-322	Election Postage	$137.00	$387.00	$0.00	$0.00	$0.00	0.00%	$400.00	**$200.00**	Postal cards
101-41200-372	Election Meals	$927.00	$0.00	$3,357.00	$0.00	$0.00	0.00%	$1,500.00	**$300.00**	
101-41400-201	Office Supplies	$6,784.00	$2,586.00	$8,046.00	$7,711.00	$1,618.74	20.23%	$8,000.00	**$8,000.00**	
101-41400-213	Publications	$2,495.00	$4,379.00	$6,211.00	$5,808.00	$1,468.70	18.36%	$8,000.00	**$8,000.00**	Newsletter and misc. publications
101-41400-249	Office Equipment	$0.00	$0.00	$1,450.00	$0.00	$0.00	0.00%	$1,000.00	**$0.00**	Reflected in Office Supplies
101-41400-309	Professional Services	$37,424.00	$47,645.00	$86,755.00	$54,168.00	$38,109.20	88.63%	$43,000.00	**$45,000.00**	Software Support, IT, GovOffice Website, PSN,
101-41400-313	Computer	$0.00	$0.00	$10,493.00	$766.00	$0.00	0.00%	$0.00	**$200.00**	Line added by Andrew K
101-41400-319	Equipment Maint.	$5,962.00	$6,810.00	$3,252.00	$3,239.00	$2,099.89	60.00%	$3,500.00	**$4,000.00**	Copier Maint, Postage Machine lease, Dell Comm
101-41400-321	Telephone	$5,287.00	$5,653.00	$10,743.00	$6,698.00	$3,478.01	48.99%	$7,100.00	**$7,200.00**	Phone and Internet (50% shared with Police)
101-41400-322	Postage	$4,506.00	$9,132.00	$5,114.00	$3,796.00	$4,409.88	80.18%	$5,500.00	**$6,500.00**	

101-41400-331	Training Expenses	$833.00	$0.00	$669.00	$845.00	$1,139.46	75.96%	$1,500.00	**$1,500.00**	Employee travel & mileage expenses
101-41400-339	MTKA Electrical Permit Refunds	$0.00	$0.00	$0.00	$0.00	$14,278.73	0.00%	$0.00	**$0.00**	One time pass-through expense, Minnetonka electrical permit winddown
101-41400-351	Notices	$5,638.00	$4,639.00	$3,592.00	$7,882.00	$1,343.69	44.79%	$3,000.00	**$3,000.00**	
101-41400-371	Registration	**$0.00**	**$0.00**	**$350.00**	$175.00	$845.00	28.17%	$3,000.00	**$3,000.00**	LMC Conferences, Attorney CLE, Misc. Licensing
101-41400-433	Dues/Subscriptions	$160.00	$430.00	$1,974.00	$8,885.00	$9,138.92	130.56%	$7,000.00	**$8,000.00**	$4955 LMC Membership, misc. other expenses
101-41400-439	Miscellaneous	$0.00	$907.00	$2,934.00	$81.00	$0.00	0.00%	$0.00	**$0.00**	GL Code updated by Andrew K
101-41400-372	Meals / Lodging	$1,577.00	$1,392.00	$1,673.00	$701.00	$590.96	59.10%	$1,000.00	**$1,000.00**	
101-41400-219	Operational Supplies	$0.00	$1,804.00	$2,798.00	$0.00	$0.00	0.00%	$0.00	**$0.00**	GL Code updated by Andrew K
101-41900-229	City Hall Rep & Maint Supplies	$12,571.00	$6,545.00	$6,929.00	$8,542.00	$3,707.17	46.34%	$8,000.00	**$8,000.00**	Cleaning, Hardware supplies, water
101-41900-307	City Hall Janitorial Services	$7,650.00	$7,800.00	$7,800.00	$7,800.00	$3,450.00	43.13%	$8,000.00	**$8,000.00**	Janitoral Services
101-41900-381	City Hall Electricity	$17,662.00	$20,607.00	$28,815.00	$15,965.00	$8,208.39	35.69%	$23,000.00	**$18,000.00**	Decrease due to replaced heating / cooling systems in PD and City Hall, far more efficient.
101-41900-383	City Hall Natural Gas	$6,278.00	$7,249.00	$4,848.00	$8,192.00	$9,920.87	116.72%	$8,500.00	**$12,000.00**	
101-41900-409	City Hall Repair & Maintenance	$12,534.00	$14,703.00	$12,903.00	$4,423.00	$8,851.08	88.51%	$10,000.00	**$10,000.00**	HVAC, supplies, parts, pest control
101-41900-419	City Hall Rentals	$646.00	$822.00	$402.00	$0.00	$0.00	0.00%	$800.00	**$800.00**	Mats
101-41900-439	Woodland Permit Payments	$0.00	$0.00	$0.00	$60,059.00	$0.00	0.00%	$0.00	**$58,000.00**	Woodland permit and cc repayments, pass through as revenue above
	Administration Expense	**$651,772.00**	**$782,785.60**	**$837,928.00**	**$1,038,503.00**	**$647,739.47**	**61.84%**	**$1,047,388.64**	**$1,120,665.72**	
Public Safety Expenses										
101-42100-101	Salaries	$786,411.00	$807,987.00	$939,492.00	$993,303.00	$555,356.83	52.27%	$1,062,484.80	**$1,118,851.97**	6 Union officers, Chief, Lieutenant, PD Admin Asst.
101-42100-102	Salaries - Overtime		$958.00	$4,910.00	$23,333.00	$16,686.21	59.51%	$28,041.30	**$29,763.00**	60 Hrs. per officer Avg Hrs Excl. Sec., Chief, Asst. Chief and Clerk, plus 4%
101-42100-121	Pera	$127,554.00	$129,951.00	$162,783.00	$169,944.00	$93,119.18	48.24%	$193,023.12	**$193,662.60**	17.7%, inlc. Overtime
101-42100-122	Social Security	$4,604.00	$4,861.00	$10,740.00	$5,549.00	$3,020.72	53.60%	$5,635.55	**$5,860.97**	6.2% S.S., Secretary position only
101-42100-123	Medicare	$11,156.00	$11,386.00	$13,704.00	$14,195.00	$8,254.89	52.20%	$15,812.63	**$16,654.92**	1.45% Medicare
101-42100-124	MN Paid Leave					$2,558.53	0.00%		**$10,107.81**	0.88% MN Paid Leave
101-42100-127	HSA US Bank		$28,140.00		$27,625.00	$29,250.00	100.00%	$29,250.00	**$32,175.00**	Factors 10% increase to $3,575 per employee x 9 employees
101-42100-139	Health Insurnace	$93,808.00	$118,506.00	$165,960.00	$116,195.00	$86,082.13	61.32%	$140,383.80	**$154,422.18**	Factors 10% increase. 9 Employees, 5 Family, 4 Single
	Dental Insurance						0.00%	$11,394.97	**$5,903.60**	Factors 10% increase eff. 7/1/2027. 9 employees
	Life Insurance						0.00%	$2,251.44	**$1,009.80**	Factors 10% increase x 9 employees
101-42100-201	Office Supplies	$2,621.00	$3,924.00	$2,472.00	$3,587.00	$1,632.84	36.29%	$4,500.00	**$4,500.00**	
101-42100-211	Uniforms	$9,229.00	$11,667.00	$10,663.00	$4,084.00	$3,839.74	40.42%	$9,500.00	**$9,500.00**	
101-42100-212	Petroleum	$21,837.00	$18,558.00	$5,438.00	$19,925.00	$9,212.05	43.87%	$21,000.00	**$21,000.00**	
101-42100-214	Forms/Printing	$260.00	$889.00	$222.00	$844.00	$0.00	0.00%	$1,000.00	**$1,000.00**	Traffic Tickets, citations, Envelopes
101-42100-217	Crime Prevention	$1,041.00	$2,118.00	$488.00	$1,577.00	$581.76	7.27%	$8,000.00	**$8,000.00**	Safety videos, counteract material, Bike Rodeo / New Engagement Program
101-42100-219	Operational Supplies	$3,261.00	$5,325.00	$1,673.00	$1,459.00	$1,458.28	34.72%	$4,200.00	**$4,200.00**	Breath tests, medical supplies, etc.
101-42100-221	Equip/Vehicle Supplies	$150.00	$328.00		$189.00		0.00%	$0.00		Combined with Equipment Maintenance: 101-42100-319
101-42100-229	R&M Supplies				$78.00		0.00%			
101-42100-231	Firearm Training Supplies	$2,806.00	$4,203.11	$4,976.00	$6,397.00	$5,428.52	75.40%	$7,200.00	**$7,200.00**	
101-42100-249	Minor Equipment	$1,251.00	$1,328.00	$519.00	$333.00	$43.99	2.75%	$1,600.00	**$1,600.00**	Cell phone cases, chords, external hard drives, flash drive, misc.
101-42100-302	Jail/Workhouse Fees	$851.00	$1,278.00	$297.00	$560.00	$300.00	20.00%	$1,500.00	**$1,500.00**	Booking/boarding fees
101-42100-304	Prosecuting Attorney	$46,935.00	$47,919.00	$56,847.00	$55,309.00	$24,473.11	42.30%	$57,856.92	**$50,300.00**	Deephaven Prosecuting Attorney Fees, Woodland pays $1,500 separately
101-42100-309	Professional Services	$34,617.00	$49,103.00	$75,578.00	$54,519.00	$74,781.68	123.28%	$60,659.00	**$69,260.00**	LETG Records Management 11K, LPR 6659, Morris 14K, Social Worker 13k, Legacy 12K? CodeRED 2,500, Blood and Hearing Testing 1,500
101-42100-310	Animal Control	$0.00	$0.00				0.00%	$700.00	**$700.00**	
101-42100-319	Equipment Maintenance	$4,361.00	$4,990.00	$3,012.00	$3,967.00	$9,258.85	44.56%	$20,780.00	**$20,780.00**	Scales, radar, siren maint, Radar Units (2), Office Comnputers (4)
101-42100-321	Communications	$8,105.00	$8,283.00	$8,685.00	$10,105.00	$5,146.32	41.77%	$12,320.00	**$12,320.00**	Verizon, Century Link Internet
101-42100-323	Radio and Bod Cam Leases, Squad Video	$12,506.00	$15,450.00	$16,785.00	$23,050.00	$12,546.78	40.19%	$31,220.00	**$31,220.00**	5299 Body Cam, Radio and support 18000, Motorola Squad Cam Service - Flock Camera System
101-42100-324	CJDN	$3,570.00	$2,040.00	$2,040.00	$2,040.00	$0.00	0.00%	$2,040.00	**$2,040.00**	State connection for Police
101-42100-371	Training Expenses	$7,273.00	$7,690.00	$9,525.00	$8,031.00	$4,965.00	66.20%	$7,500.00	**$7,500.00**	Defensive driving, EMT refresher, trainings
101-42100-333	Vehicle Maintenance	$11,350.00	$7,258.00	$13,365.00	$21,769.00	$4,850.57	48.51%	$10,000.00	**$10,000.00**	Tires, Breaks, Parts and Repairs, Carwash
101-42100-381	Utilities	$389.00	$333.00	$2,330.00	$1,891.00	$767.46	153.49%	$500.00	**$800.00**	
101-42100-433	Dues/Subscriptions	$2,709.00	$2,355.00	$1,328.00	$2,034.00	$1,548.50	31.89%	$4,855.00	**$4,855.00**	Officer Licensing, POST, Barracuda Email Archive
	Public Safety Expense	**$1,198,655.00**	**$1,296,828.11**	**$1,513,832.00**	**$1,572,104.00**	**$955,163.94**	**54.42%**	**$1,755,208.53**	**$1,836,686.85**	
Excelsior Fire District Expenses										
101-42200-309	FD Professional Services, Operating	$415,155.00	$517,498.00	$602,751.00	$668,376.00	$523,632.20	80.38%	$651,449.00	**$737,044.73**	Current 2027 Budgeted Operating Expenses
101-42200-370	FD Fire Aid	$187,458.00	$215,961.00	$244,137.00	$283,769.00	$0.00	0.00%	$250,000.00	**$280,000.00**	Pass through, tied to revenue EFD Fire Aid
	FD Capital Expenses	$0.00	$0.00	$0.00			0.00%		**$95,597.04**	Reflects reduction from removal of UPS from Capital Fire Budget
	Fire District Expense	**$602,613.00**	**$733,459.00**	**$846,888.00**	**$952,145.00**	**$523,632.20**	**58.09%**	**$901,449.00**	**$1,112,641.77**	
Zoning and Building Inspections										
101-42400-101	Salary	$103,883.00	$124,923.00	$128,738.00	$198,073.00	$107,932.02	53.30%	$202,507.24	**$201,545.34**	Permit Clerk & Planning Director

101-42400-121	Pera	$7,761.00	$9,162.00	$10,007.00	$14,857.00	$7,557.33	49.76%	$15,188.04	**$15,115.90**	7.5% PERA
101-42400-122	Social Security	$6,362.00	$7,717.00	$8,137.00	$12,002.00	$6,568.12	52.31%	$12,555.45	**$12,495.81**	6.2% S.S.
101-42400-123	Medicare	$1,488.00	$1,805.00	$1,879.00	$2,788.00	$1,578.66	53.76%	$2,936.35	**$2,922.41**	1.45% Medicare
101-42400-124	MN Paid Leave	N/A	N/A	N/A	N/A	$485.44	0.00%	$0.00	**$1,773.60**	0.88% MN Paid Leave
	HSA US Bank	$0.00	$2,250.00	$0.00	$6,500.00	$1,625.00	25.00%	$6,500.00	**$3,575.00**	Factors 10% increase to $3,575 per employee x 1 employee - previously in Enterprise Funds
101-42400-139	Health Insurnace	$13,434.00	$14,488.00	$29,021.00	$25,710.00	$22,229.82	74.44%	$29,861.64	**$24,041.95**	Factors 10% increase. 1 Single HSA, 1 Single non-HSA
	Dental Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,224.96	**$1,311.91**	Factors 10% increase. 2 employees - Used to be factored in Enterprise Funds
	Life Insurance	$0.00	$0.00		$0.00	$0.00	0.00%	$500.32	**$224.40**	Factors 10% increase. 2 employees - Used to be factored in Enterprise Funds
101-42400-209	Office Supplies	$863.00	$312.48	$0.00	0	$59.47	9.91%	$600.00	**$200.00**	Mainly printing and mailings for Public Hearings
101-42400-303	Engineering	$1,288.00	$1,495.00	$15,825.00	$28,425.00	$3,609.50	72.19%	$5,000.00	**$1,500.00**	Most fees are recaptured through permit fees. Prior costs were WSB and Sidewalk Committee
101-42400-304	Legal Fees	$17,339.00	$26,060.00		$8,509.00	$1,056.00	21.12%	$5,000.00	**$2,500.00**	Reduced reliance on outside attorney
101-42400-309	Inspection Services	$112,163.00	$97,088.00	$46,965.00	$116,320.00	$101,375.97	92.16%	$110,000.00	**$127,750.00**	Metro West Inspection Cost, caluclated as percentage of permit revenue (35% +/-)
101-42400-331	Transp/Training	$0.00	$0.00		$250.00		0.00%	$500.00	**$500.00**	
101-42400-433	Dues/Subscriptions	$699.00	$632.00	$647.00	$733.00	$20.50	2.93%	$700.00	**$700.00**	General Engineering
	Zoning and Building Inspections	**$268,130.00**	**$288,752.48**	**$241,219.00**	**$414,167.00**	**$254,097.83**	**64.64%**	**$393,074.01**	**$396,156.32**	

Public Works Expenses										
101-43900-101	Salaries Full Time	$235,600.00	$260,683.00	$336,179.00	$458,001.00	$240,802.64	48.56%	$495,918.20	**$516,384.08**	All five PW staff. See Additional Notes tab.
101-43900-102	Salaries - Overtime	$3,376.00	$3,601.00	$4,468.00	$9,931.00	$11,599.38	84.85%	$13,670.25	**$14,365.73**	
101-43900-106	Seasonal	$0.00	$2,016.00	$13,584.00	$12,768.00	$6,200.00	31.00%	$20,000.00	**$21,000.00**	
101-43900-121	Pera	$16,383.00	$18,705.00	$26,537.00	$37,077.00	$18,930.12	49.53%	$38,219.13	**$39,806.24**	7.5% PERA
101-43900-122	Social Security	$14,832.00	$16,101.00	$22,513.00	$30,643.00	$15,551.83	47.36%	$32,834.48	**$34,208.49**	6.2% S.S.
101-43900-123	Medicare	$3,469.00	$3,765.00	$5,209.00	$7,116.00	$3,744.04	48.76%	$7,679.03	**$8,000.37**	1.45% Medicare
101-43900-124	MN Paid Leave	N/A	N/A	N/A	N/A	$1,164.10	0.00%	$0.00	**$4,855.40**	0.88% MN Paid Leave - New law, 2026
	HSA US Bank	$0.00	$8,250.00	$0.00	$16,526.00	$16,250.00	100.00%	$16,250.00	**$17,875.00**	Factors 10% increase to $3,575 per employee x 5 employees - Previously in Enterprise Funds
101-43900-139	Health Insurnace	$27,222.00	$32,925.00	$65,625.00	$60,246.00	$49,063.06	60.83%	$80,660.52	**$88,726.57**	Factors 10% increase. 3 Family, 2 Single
	Dental Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,353.44	**$3,279.78**	Factors 10% increase eff. 7/1/2027, 5 employees - used to be factored in Enterprise Funds
	Life Insurance	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,250.80	**$561.00**	Factors 10% increase. 5 employees - used to be factored in Enterprise Funds
101-43100-224	Street R&M Supplies	$46,472.00	$63,122.00	$38,128.00	$41,546.00	$23,894.87	43.11%	$55,428.00	**$60,000.00**	Crack Fill ,Sand, Blacktop, Salt, Rock and Misc.
101-43100-226	Signage - Streets	$0.00	$0.00	$569.00	$0.00	$0.00	0.00%	$0.00	**$1,000.00**	Line added by Andrew K
101-43100-229	Street R&M Supplies	$0.00	$499.00	$2,977.00	$1,521.00	$0.00	0.00%	$0.00	**$1,000.00**	
101-43100-303	Street Engineering	$5,851.00	$20,284.00	$84,009.00	$13,509.00	$2,155.50	35.93%	$6,000.00	**$6,000.00**	General Engineering, Not Project Related
101-43100-309	Street Other Professional Services	$0.00	$0.00	$0.00	$41,385.00	$14,802.50	37.01%	$40,000.00	**$45,000.00**	Noted increase to address Ash and Elm issues.
101-43100-351	Project Communication Costs	$0.00	$414.64	$256.00	$0.00	$0.00	0.00%	$700.00	**$500.00**	No Big Projects in 2026? Resident Notices, Publications, Signage, Public Bid Costs, etc.
101-43100-381	Street Lights	$32,679.00	$24,033.00	$13,355.00	$36,096.00	$17,104.07	46.23%	$37,000.00	**$37,000.00**	All Street Lighting Costs, paid to Xcel Energy
101-43100-409	Street R&M Contract	$63,360.00	$88,007.00	$65,283.00	$44,753.00	$18,253.06	39.68%	$46,000.00	**$49,000.00**	Spring / Fall Street Sweeping, Striping Lots and Roads, Street Hired Misc.
101-43100-419	Street Rentals	$315.00	$318.00	$0.00	$0.00	$0.00	0.00%	$1,000.00	**$1,000.00**	Equipment rental for projects (mini-excavator, etc).
101-43100-439	Miscellaneous	$0.00	$0.00	$0.00	$208.00	$0.00	0.00%	$0.00	**$1,000.00**	
101-43900-201	Office Supplies	$0.00	$0.00	$0.00	$397.00	$0.00	0.00%	$300.00	**$300.00**	
101-43900-211	Uniforms	$0.00	$1,979.00	$2,331.00	$2,270.00	$3,641.56	91.04%	$4,000.00	**$4,800.00**	Contract with Syntas, plus t-shirts, vests, boots, etc.
101-43900-212	Petroleum Products	$24,106.00	$26,512.00	$37,667.00	$28,225.00	$11,878.04	32.99%	$36,000.00	**$36,000.00**	
101-43900-219	Operational Supplies	$0.00	$12.00	$1,175.00	$0.00	$0.00	0.00%	$0.00	**$1,000.00**	
101-43900-221	Equip/Vehicle Supplies	$31,248.00	$28,300.00	$27,295.00	$38,962.00	$11,915.16	29.79%	$40,000.00	**$40,000.00**	External Vehicle Maintenance, Plow Blades, Tires, Pole Saw, Toolcat Attachments, Etc.
101-43900-226	Signs	$4,275.00	$6,108.63	$2,531.00	$958.00	$312.20	6.24%	$5,000.00	**$5,000.00**	Sign maintenance, reflectivity program
101-43900-229	R & M Supplies	$1,199.00	$158.46	$5,118.00	$2,067.00	$1,589.48	31.79%	$5,000.00	**$5,000.00**	Tools, Bolts, Screws, Chemicals, Paint, Misc.
101-43900-249	Minor Equipment	$8,847.00	$4,629.00	$3,494.00	$2,731.00		0.00%	$0.00	**$0.00**	Moved / Combined with Equipment / Vehicle Maintenance
101-43900-309	Professional Service	$749.00	$3,087.00	$29,386.00	$2,105.00	$823.54	58.82%	$1,400.00	**$1,400.00**	IT, Oil and Filer Removal, DOT Testing
101-43900-321	Communications	$2,605.00	$3,825.00	$5,578.00	$6,083.00	$2,900.20	64.45%	$4,500.00	**$5,000.00**	Cell phone reimbursement, Union Contract
101-43900-323	Radio	$265.00	$405.00	$547.00	$1,531.00	$704.46	41.93%	$1,680.00	**$1,680.00**	2 County PW Radios, $139.16 per month
101-43900-331	Training Expenses	$2,922.00	$3,185.16	$3,281.00	$4,201.00	$3,581.89	108.54%	$3,300.00	**$5,300.00**	SafeAssure Contract, Training
101-43900-333	Vehicle Maintenance	$0.00	$0.00	$1,125.00	$0.00	$0.00	0.00%	$0.00	**$1,000.00**	Line added by Andrew K
101-43900-371	Training Registration Fees	$0.00	$3,431.50	$549.00	$0.00	$23.49	1.17%	$2,000.00	**$2,000.00**	Staff Training, School and Continuing Ed.
101-43900-433	Dues/Subscriptions	$222.00	-$2,613.00	$227.00	$190.00	$0.00	0.00%	$300.00	**$300.00**	Commercial DL, Licensing
101-49000-309	Animal Management	$1,275.00	$5,018.00	$1,300.00	$1,150.00	$0.00	0.00%	$2,000.00	**$2,000.00**	Beavers, Un-alive Deer, Nuisance Animal Removal
	Public Works Expenses	**$527,272.00**	**$628,057.39**	**$800,296.00**	**$902,196.00**	$476,885.19	47.52%	$1,003,443.86	**$1,061,342.65**	

Parks and Recreation Expense										
	Beach Patrol Salaries	N/A	N/A	N/A	N/A	**$0.00**	0.00%	**$0.00**	**$55,000.00**	New line item, used to be contained in "Professional Services" line item
101-45100-122	FICA	N/A	N/A	$2,531.00	$2,433.00	**$1,256.45**	**0.00%**	**$0.00**	**$4,650.00**	Beach Patrol FICA
101-45100-123	Medicare	N/A	N/A	$592.00	$569.00	**$293.86**	**0.00%**	**$0.00**	**$1,087.50**	Beach Patrol Medicare
101-45100-124	MN Paid Leave	N/A	N/A	N/A	N/A	**$89.21**	**0.00%**	**$0.00**	**$660.00**	Beach Patrol MN Paid Leave - New legislative cost, 2026
101-45100-214	Printing	$1,519.00	$1,883.15	$0.00	$0.00	**$0.00**	**0.00%**	**$2,000.00**	**$2,000.00**	Parking permits

101-45100-223	R & M Building Repair		$1,401.00	$963.00	$1,450.00	$3,656.42	243.76%	$1,500.00	$3,000.00	
101-45100-225	Landscaping	$4,155.00	$5,235.00	$1,157.00	$7,914.00	$8,001.71	80.02%	$10,000.00	$12,000.00	Thorpe Shuck Main Beach Childrens mulch, garden club,
101-45100-229	R & M Supplies	$19,856.00	$17,833.00	$25,924.00	$20,595.00	$11,963.25	59.82%	$20,000.00	$20,000.00	beach sand, hockey boards, supplies: possibly beach volleyball?
101-45100-249	Minor Equipment	$1,443.00	$4,516.12	$1,246.00	$11,406.00	$2,359.94	39.33%	$6,000.00	$6,000.00	Weed whip, nets, playground parts, picnic table cost, but donation covered $4,200 offset
101-45100-308	Parks & Rec - Community Svcs (Quasquicente	$0.00	$0.00	$0.00	$62,943.00	$0.00	0.00%	$0.00	$30,000.00	June 7 City Celebration, Stage, Marketing, portable bathrooms, tents, etc.
101-45100-309	Professional Service	$36,713.00	$35,714.00	$58,680.00	$62,444.00	$29,515.19	45.41%	$65,000.00	$8,650.00	Weed/fertilizer application, used to include Beach Patrol Salaires
101-45100-381	Electricity	$6,825.00	$6,386.00	$3,327.00	$6,893.00	$4,022.92	50.29%	$8,000.00	$7,000.00	Warming houses, platform courts
101-45100-383	Natural Gas	$2,946.00	$3,954.00	$2,217.00	$2,316.00	$2,072.66	51.82%	$4,000.00	$4,000.00	Warming houses, platform courts
101-45100-409	Contracting	$3,927.00	$5,276.28	$19,622.00	$30,838.00	$9,463.50	23.66%	$40,000.00	$40,000.00	Tree and pond treatments, Ash Tree Removal
101-45100-419	Rental	$1,449.00	$949.00	$1,704.00	$2,235.00	$960.71	80.06%	$1,200.00	$2,000.00	Portable toilets, misc equipment rentals
101-45100-439	Winter Seasonal Lighting			$4,000.00	$6,998.00	$2,870.00	23.92%	$12,000.00	$12,000.00	Thorpe, Childrens, City Hall
	Parks and Recreation Expenses	**$78,833.00**	**$83,147.55**	**$121,963.00**	**$219,034.00**	**$76,525.82**	**45.09%**	**$169,700.00**	**$153,047.50**	

Contingency									
101-41400-229	**Contingency**	$0.00	$0.00	$18,382.00	$2,600.00	**$997.00**	**0.59%**	**$169,203.17**	**$163,599.76**

Total General Fund Expenses	**$2,128,620.00**	**$2,516,202.02**	**$2,866,676.00**	**$5,100,749.00**	**$2,935,041.45**	**53.96%**	**$5,439,467.20**	**$5,844,140.58**

Revenues	Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2027
Ad Valorem Taxes	$2,479,382.00	$2,678,878.00	$2,988,393.00	$3,143,938.00	$1,121,022.86	32.03%	$3,500,166.00	**$3,691,356.00**
Licenses and Permits	$356,681.00	$452,030.10	$433,405.00	$610,899.00	$281,128.12	65.89%	$426,650.00	**$420,625.00**
Charges for Service	$299,886.00	$328,060.93	$518,137.00	$636,158.00	$430,926.84	76.30%	$564,747.32	**$689,661.58**
Intergovernmental Revenues	$302,046.00	$473,150.99	$339,358.00	$427,333.00	$1,000.00	0.26%	$383,783.20	**$400,000.00**
Fines, Penalties & Transfers	$67,259.00	$103,552.00	$33,532.00	$426,254.00	$273,757.66	49.77%	$550,000.00	**$525,000.00**
Miscellaneous Income	-$112,433.00	$204,362.90	$500,514.00	$284,600.00	$75,897.63	207.94%	$36,500.00	**$117,498.00**
Total Revenues	**$3,392,821.00**	**$4,240,034.92**	**$4,813,339.00**	**$5,529,182.00**	**$2,183,733.11**	**39.98%**	**$5,461,846.52**	**$5,844,140.58**

Expenditures	Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2027
Administrative Expeense	$651,772.00	$782,785.60	$837,928.00	$1,038,503.00	$647,739.47	61.84%	$1,047,388.64	**$1,120,665.72**
Public Safety Expense	$1,198,655.00	$1,296,828.11	$1,513,832.00	$1,572,104.00	$955,163.94	54.42%	$1,755,208.53	**$1,836,686.85**
Excelsior Fire District	$602,613.00	$733,459.00	$846,888.00	$952,145.00	$523,632.20	58.09%	$901,449.00	**$1,112,641.77**
Zoning and Building Inspections	$268,130.00	$288,752.48	$241,219.00	$414,167.00	$254,097.83	64.64%	$393,074.01	**$396,156.32**
Public Works Expense	$527,272.00	$628,057.39	$800,296.00	$902,196.00	$476,885.19	47.52%	$1,003,443.86	**$1,061,342.65**
Parks and Recreation Expense	$78,833.00	$83,147.55	$121,963.00	$219,034.00	$76,525.82	45.09%	$169,700.00	**$153,047.50**
Contingency	$0.00	$0.00	$18,382.00	$2,600.00	$997.00	0.59%	$169,203.17	**$163,599.76**
Total Expenditures	**$3,327,275.00**	**$3,813,030.13**	**$4,380,508.00**	**$5,100,749.00**	**$2,935,041.45**	**53.96%**	**$5,439,467.20**	**$5,844,140.58**

Year	Final 2022	Final 2023	Final 2024	Final 2025	YTD 6.30.2026	YTD %	2026 Budget	Draft 2026
Total Revenues	$3,392,821.00	$4,240,034.92	$4,813,339.00	$5,529,182.00	$2,183,733.11	39.98%	$5,461,846.52	**$5,844,140.58**
Total Expenditures	$3,327,275.00	$3,813,030.13	$4,380,508.00	-$5,100,749.00	-$2,935,041.45	53.96%	$5,439,467.20	**$5,844,140.58**
Revenues over (under) Expense	$65,546.00	$427,004.79	$432,831.00	$428,433.00	-$751,308.34		$22,379.32	**$0.00**

Hakanson Anderson

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763-427-5860
www.haa-inc.com

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Steven Hegland, City Engineer

DATE: September 16, 2026

RE: Request to Authorize Bidding of the Village Hall Pavilion Project

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Purpose

The purpose of this item is to ask the City Council to review and approve the plans and specifications and authorize bidding of the Village Hall Pavilion Project.

Background

The City of Deephaven has been planning for the construction of a new facility at Village Hall Park as part of its Capital Improvement Program (CIP). The project was initially envisioned as a replacement warming house to serve the hockey rink, which was reconstructed and improved last fall. As planning progressed, the project evolved into a multi-purpose community gathering space that can be utilized year-round, similar to the facility at Thorpe Park, providing benefits to a wider range of park users beyond those participating in hockey activities.

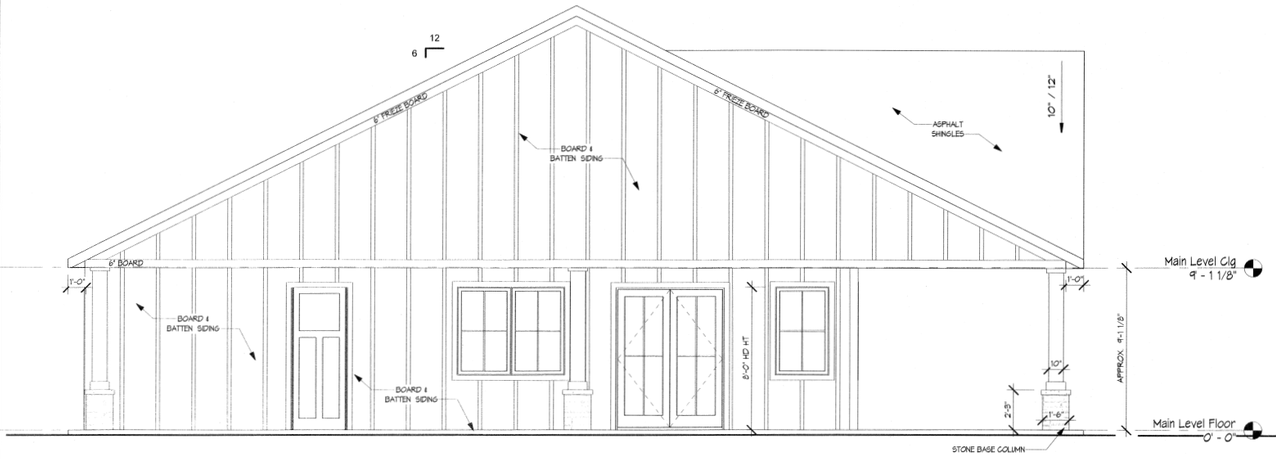
During the spring site planning process, the City Council discussed reorienting the adjacent ballfield to balance the use of both the ballfield and hockey rink with the proposed pavilion. As a result, the ballfield layout was modified to relocate the backstop closer to the new building. This configuration will allow parents and spectators to utilize the pavilion and outdoor patio area while observing baseball practices and games, further enhancing the functionality and community value of the facility. This modification has been incorporated into the final site plans.

The project plans, specifications, and draft construction contract have been completed and are attached for City Council review and consideration. The bidding documents include alternate bid items for the installation of restroom wall tile and a standing seam metal roof. These alternates will provide the City Council with flexibility to evaluate costs and determine whether to include these enhancements after bids are received.

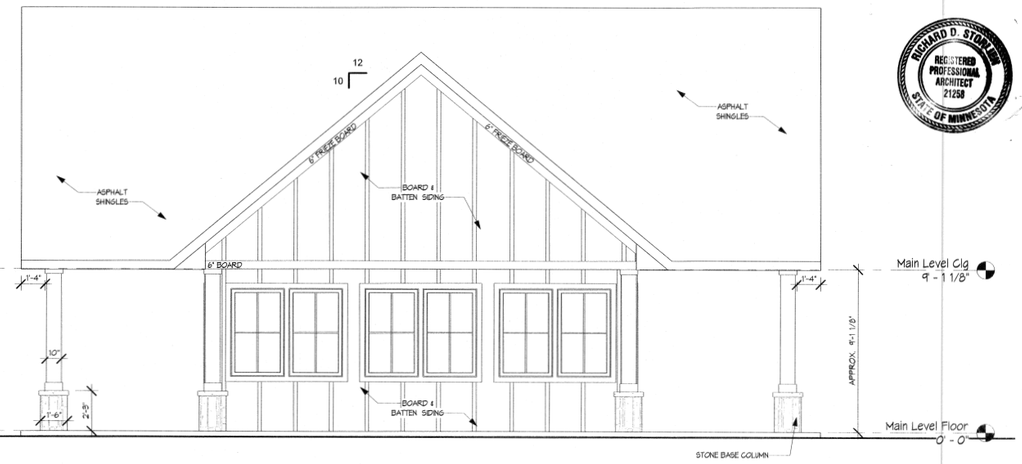
Upon Council approval, the project will be advertised for competitive bidding through QuestCDN and published in the Sun Sailor. Sealed bids will be received and publicly opened at City Hall on November 19 at 11:00 a.m., after which staff will review the bids and return to the City Council with a recommendation for contract award.

Recommendation

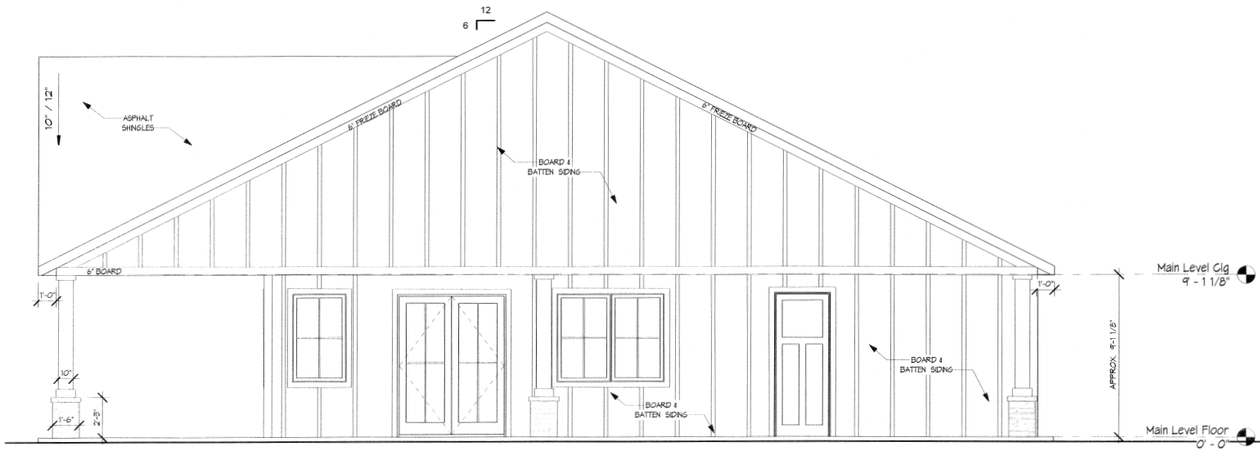
We would recommend the City Council review the design plans and specifications provided for the Village Hall Pavilion Project and approve the plans and specifications and authorize bidding of the project.



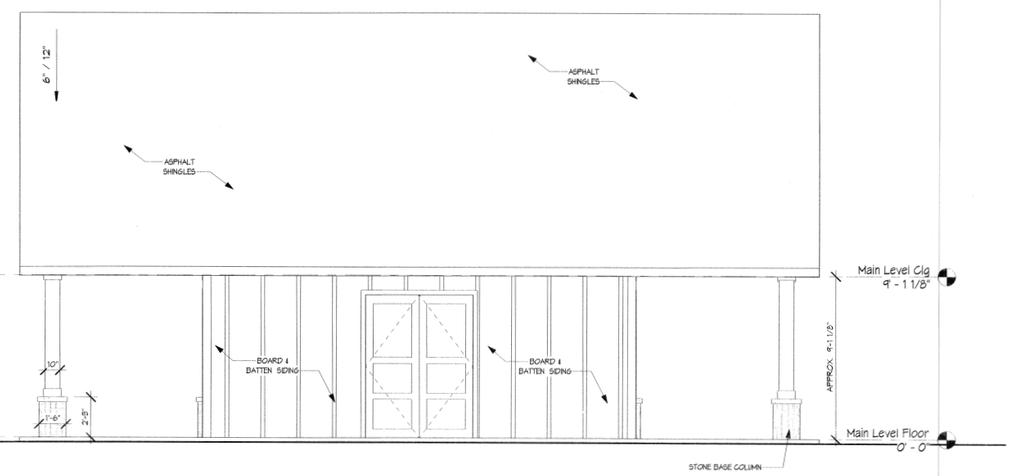
4 A1 FRONT ELEVATION
1/4" = 1'-0"



3 A1 RIGHT SIDE ELEVATION
1/4" = 1'-0"



1 A1 REAR ELEVATION
1/4" = 1'-0"



2 A1 LEFT SIDE ELEVATION
1/4" = 1'-0"

RDS ARCHITECTS
18746 IVANHOE ST. NW
ELK RIVER MN. 55330
612-810-9628

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Name. Richard D. Stoffler
Reg. No. 21258
Date. 3/3/26

RICHARD D. STOFFLER REGISTERED PROFESSIONAL ARCHITECT 21258 STATE OF MINNESOTA

BEHR DESIGN INC
Creating Timeless Designs
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E-MAIL: mikeb@behr-design.com

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NOTICE - USES OF MATERIALS AND PRODUCTS SPECIFIED ON THESE PLANS REPLACE ACCEPTED INDUSTRY STANDARDS AND IN NO WAY INDICATE A PREFERENCE OVER EQUAL MATERIALS AND PRODUCTS. ALL MATERIALS AND PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH INDUSTRY STANDARDS AND MANUFACTURERS RECOMMENDATIONS UNLESS OTHERWISE NOTED.
IT IS ASSUMED THAT THE BUYER WILL BID AND USE THE CLOSEST SIZE AVAILABLE.

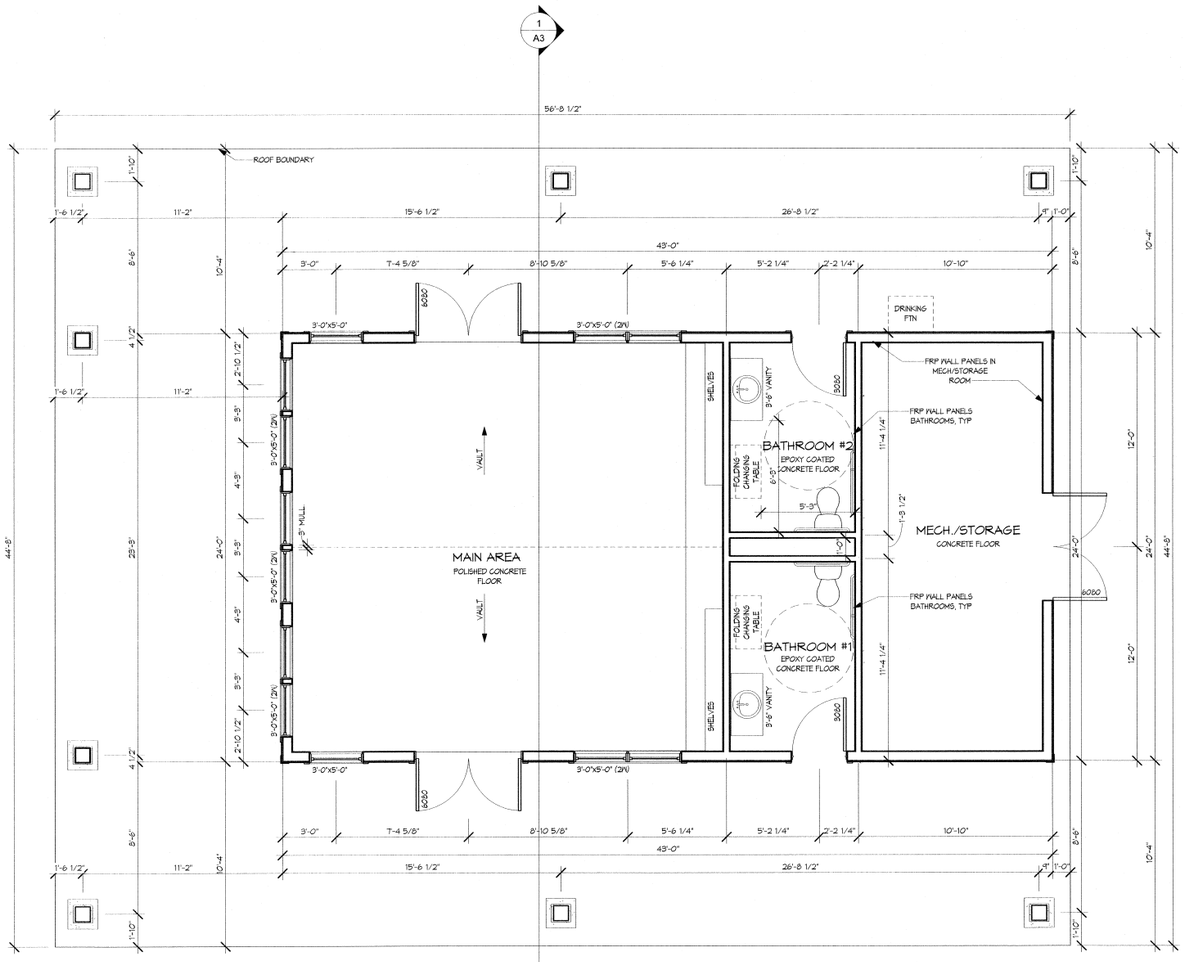
THE GENERAL CONTRACTOR AND/OR HOMEOWNER SHALL ASSUME FULL RESPONSIBILITY FOR THE VERIFICATION AND CORRECTION OF DIMENSIONS, STRUCTURAL MEMBERS, AND ALL OTHER CONDITIONS PRIOR TO CONSTRUCTION. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING CODES, LAWS AND ORDINANCES. BOARD FEET ARE TO BE CONSTRUCTED IN AREAS THAT ARE SUBJECT TO FREEZING SHALL BE PROTECTED BY A MINIMUM OF 42" OF EARTH COVER OR AS REQUIRED BY LOCAL CODE.
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THE GENERAL CONTRACTOR AND/OR HOMEOWNER SHALL ASSUME FULL RESPONSIBILITY FOR THE VERIFICATION AND CORRECTION OF DIMENSIONS, STRUCTURAL MEMBERS, AND ALL OTHER CONDITIONS PRIOR TO CONSTRUCTION. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING CODES, LAWS AND ORDINANCES. BOARD FEET ARE TO BE CONSTRUCTED IN AREAS THAT ARE SUBJECT TO FREEZING SHALL BE PROTECTED BY A MINIMUM OF 42" OF EARTH COVER OR AS REQUIRED BY LOCAL CODE.
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The Pavillion
XXXX
Deephaven, MN

DATE: 8/3/2026
DRAWN BY: BA
PROJECT FILE: 25-04

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SHEET NO.
A1
Ext. Elevations



1 A2 MAIN FLOOR PLAN
1/4" = 1'-0"

NOTES:
1.) ALL BRG. HEADERS ARE TO BE (2)-2x10 UNLESS NOTED OTHERWISE (UNO).
2.) OWNER/CONTRACTOR TO VERIFY ALL WINDOW & DOOR SIZES.
3.) OWNER/CONTRACTOR TO SPEC. ALL FLOORING MATERIAL.
4.) OWNER/CONTRACTOR TO VERIFY ALL DIMENSIONS.
5.) ALL BRG WALL WINDOW & DOOR OPNGS WIDER THAN 60" REQUIRE (2) TRIMMERS MIN. UNDER EA. SIDE OF HEADER.
6.) (FL) - FLUSH BEAM, (DR) DROPPED BEAM
7.) ALL HEADERS ARE DROPPED UNLESS NOTED (FL)
8.) USE ENERGY HEEL HEIGHT ON ROOF TRUSSES.

BUILDING CODE REVIEW

BASED ON 2018 IEC
BASED ON 2020 MN BUILDING CODE

PROJECT IS FOR NEW RECREATION BUILDING

NO SPRINKLER SYSTEM TO BE INSTALLED
EXCEPTIONS 1 THRU 3 CODE SECTION 903.2.1.3
- BUILDING IS LESS THAN 300 OCCUPANTS
- BUILDING IS LESS THAN 12,000 SQ FT
- BUILDING IS ONLY SINGLE STORY

BUILDING TYPE VB (WOOD CONSTRUCTION)
- BASE ALLOWABLE AREA = 6,000 SQ FT (BASED ON MOST RESTRICTIVE USE A-3)
- BASE ALLOWABLE HEIGHT = 1 STORIES

ACTUAL BUILDING AREA = 1,032 SQ FT
- OPEN ASSEMBLY AREA = 588 SQ FT
- COMMON AREA = 444 SQ FT

ACTUAL BUILDING HEIGHT = 1 STORY

OCCUPANT LOAD CALCULATIONS
- A-3 (COMMUNITY HALL) 588 SQ FT / 15 PER OCC = 40 OCCUPANTS
- B (BATHROOMS & MECH) ACCESSORY TO A-3 OCCUPANCY
  - 444 SQ FT / 150 PER OCC = 3 OCCUPANTS

TOTAL OCCUPANT LOAD = 43 OCC
EXITS REQUIRED (1) - (2) PROVIDED

PLUMBING FIXTURE COUNT

OCCUPANT LOAD
- A-3 OCC LOAD = 43

FIXTURES REQ'D BY CODE
- A-3 OCC (COMMUNITY HALL REQUIRES
  - 1 TOILET/125 MALE OCC
  - 1 TOILET/65 FEMALE OCC
    - TOILETS REQ'D (1) MALE (1) PROVIDED
    - TOILETS REQ'D (1) FEMALE (1) PROVIDED
- A-3 OCC (COMMUNITY HALL) REQUIRES 1 SINK/200 OCC
  - SINKS REQ'D (1) SINKS PROVIDED (2)

JANITOR SINK PROVIDED

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ELK RIVER, MN. 55330
612-810-9628

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Reg. No. 21258
Date. 9/3/26

RICHARD D. STORTLIEN REGISTERED PROFESSIONAL ARCHITECT 21258 STATE OF MINNESOTA

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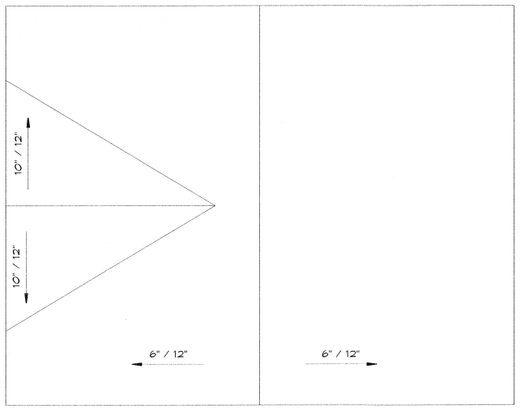
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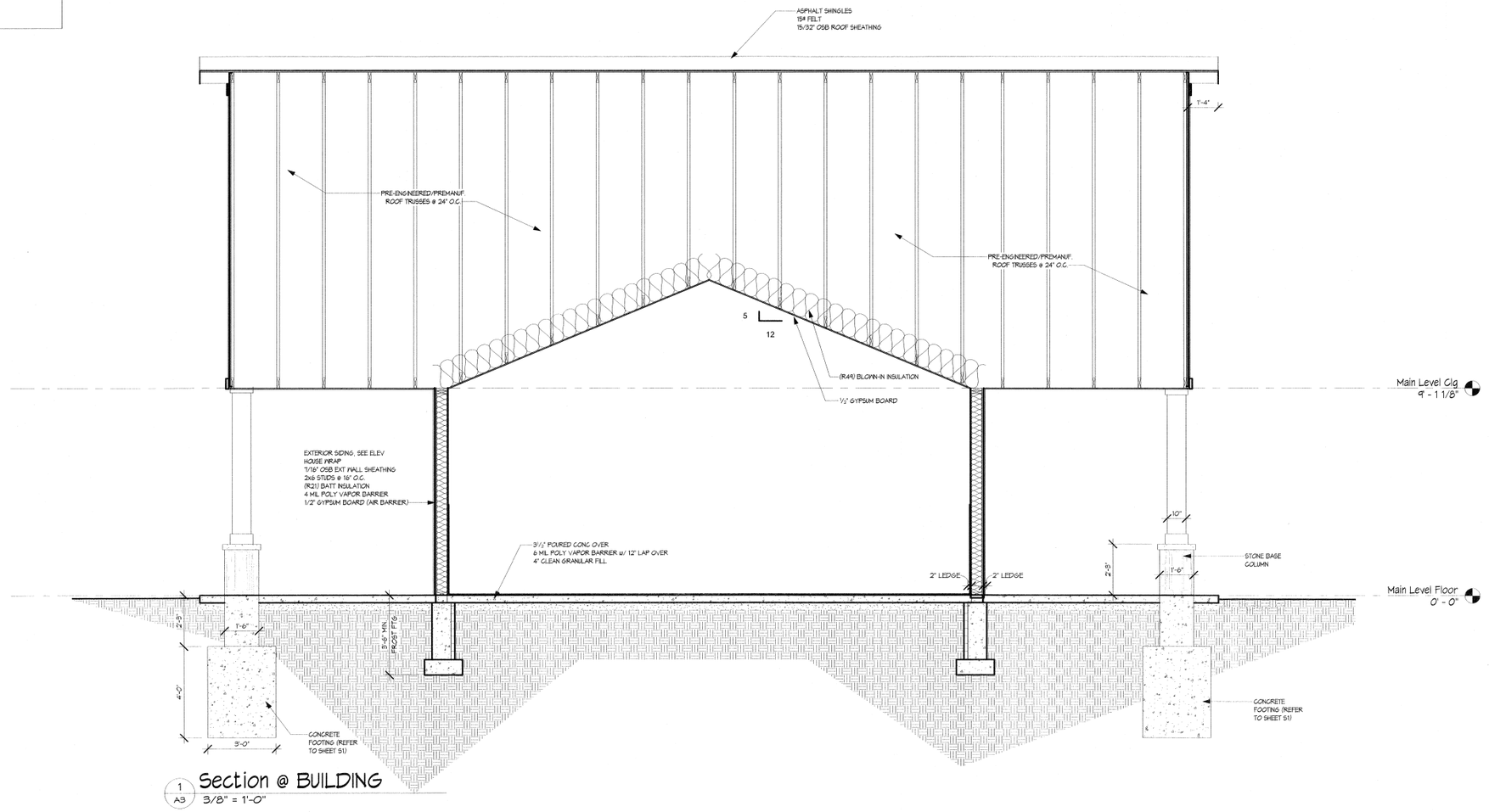
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Deephaven, MN

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SHEET NO.
A2
Main Floor Plan



2 A3 Roof Plan
1/8" = 1'-0"



1 A3 Section @ BUILDING
3/8" = 1'-0"

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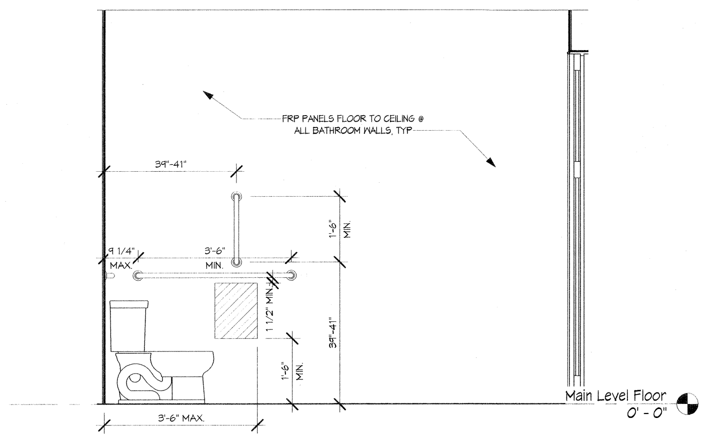
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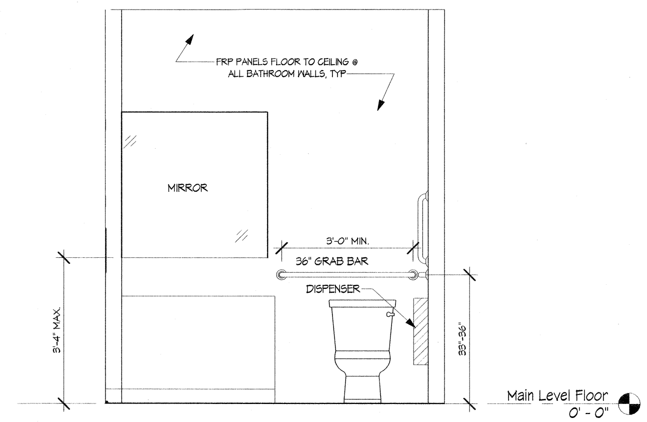
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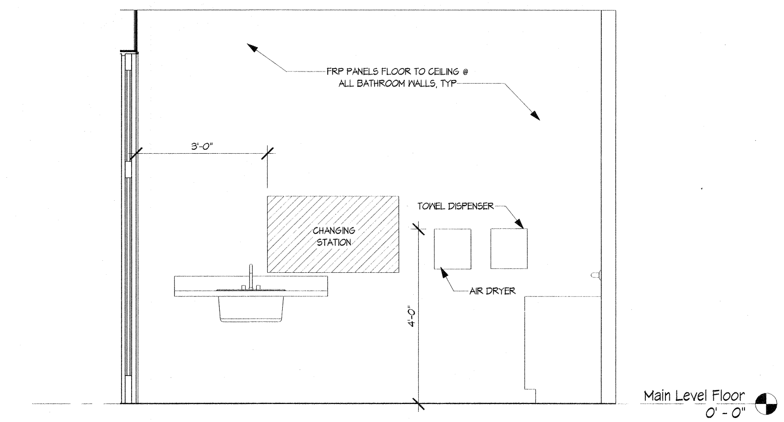
SHEET NO.
A3
Building Sections



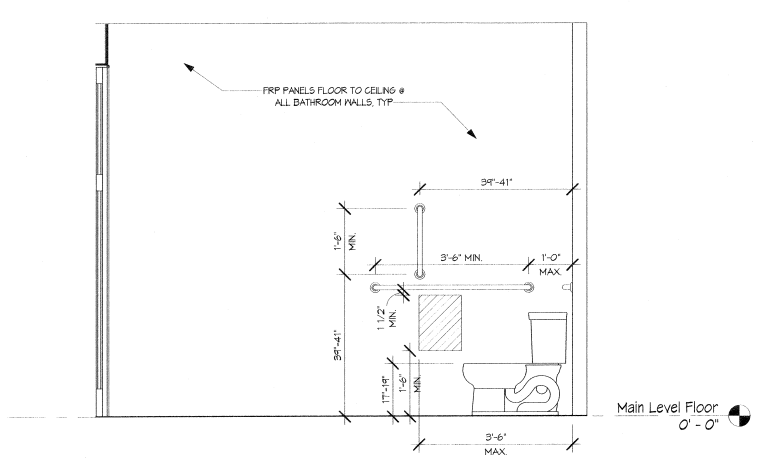
1 A4 BATHROOM 1 ELEV A
1/2" = 1'-0"



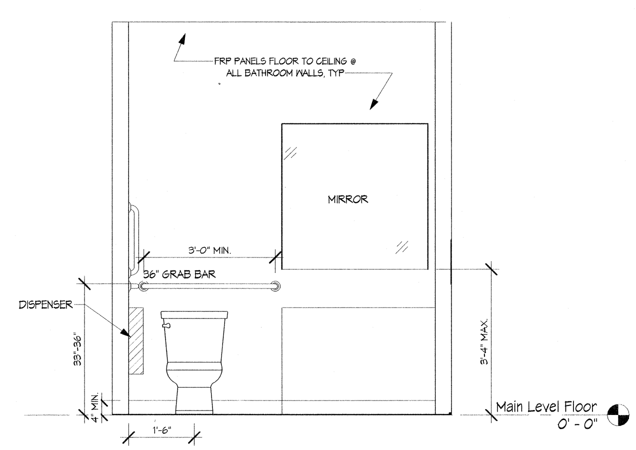
2 A4 BATHROOM 1 ELEV B
1/2" = 1'-0"



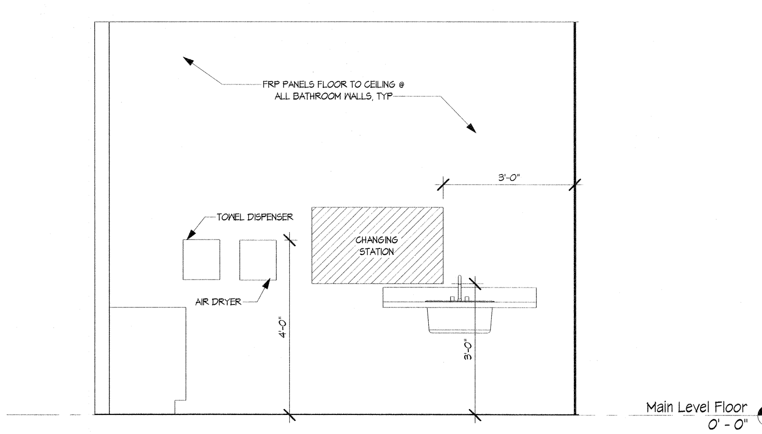
3 A4 BATHROOM 1 ELEV C
1/2" = 1'-0"



4 A4 BATHROOM 2 ELEV A
1/2" = 1'-0"



5 A4 BATHROOM 2 ELEV B
1/2" = 1'-0"



6 A4 BATHROOM 2 ELEV C
1/2" = 1'-0"

NOTES:
1.) ALL BRG. HEADERS ARE TO BE (2)-2x10 UNLESS NOTED OTHERWISE (UNO).
2.) OWNER/CONTRACTOR TO VERIFY ALL WINDOW & DOOR SIZES.
3.) OWNER/CONTRACTOR TO SPEC. ALL FLOORING MATERIAL.
4.) OWNER/CONTRACTOR TO VERIFY ALL DIMENSIONS.
5.) ALL BRG WALL WINDOW & DOOR OPNG'S WIDER THAN 60" REQUIRE (2) TRIMMERS MIN. UNDER EA. SIDE OF HEADER.
6.) (FL) - FLUSH BEAM, (DR) DROPPED BEAM
7.) ALL HEADERS ARE DROPPED UNLESS NOTED (FL)
8.) USE ENERGY HEEL HEIGHT ON ROOF TRUSSES.

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Date. 9/3/26

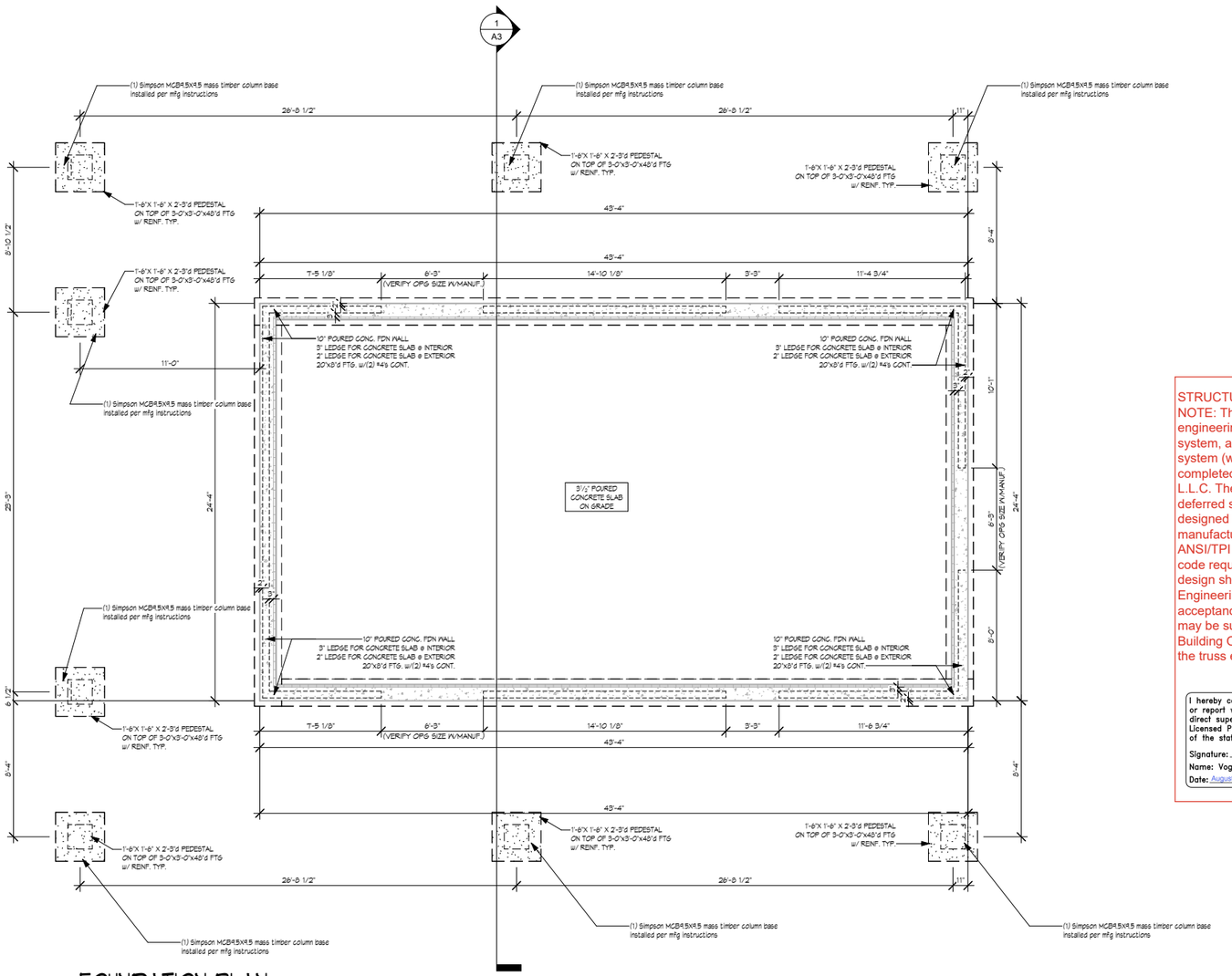
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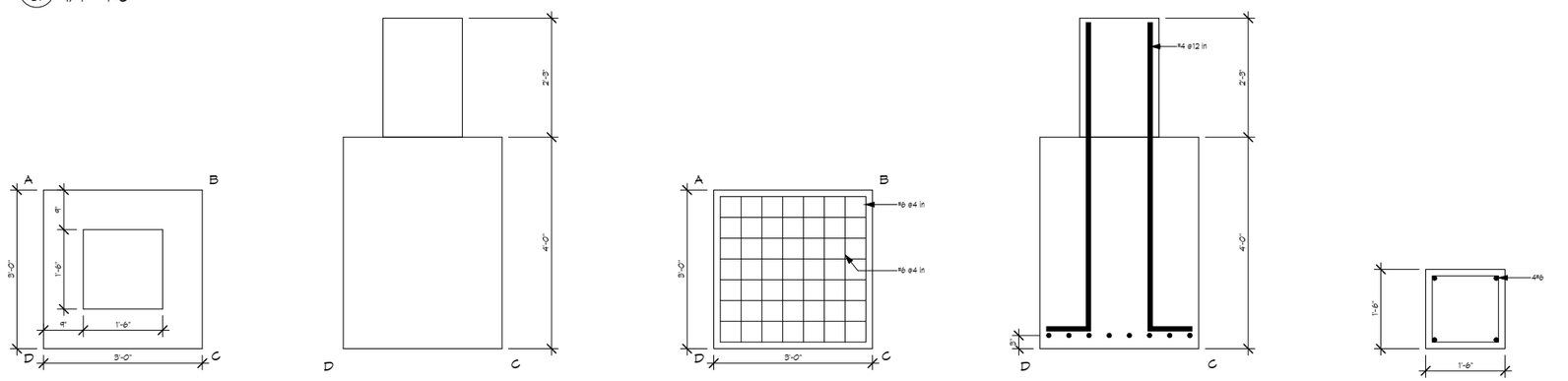
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Deephaven, MN

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SHEET NO.
A4
Interior Elevations



1 S1 FOUNDATION PLAN
1/4" = 1'-0"



FOOTING DIMENSIONS | FOOTING DIMENSIONS | BOTTOM REBAR PLAN | FOOTING ELEVATION | PEDESTAL REBAR PLAN

2 S1 Footing/Rebar Plans
3/4" = 1'-0"

STRUCTURAL ENGINEERING NOTE: The structural design and engineering for the foundation system, and lateral force-resisting system (wind bracing), have been completed by Grote Engineering, L.L.C. The roof trusses are a deferred submittal and shall be designed by the roof truss manufacturer in accordance with ANSI/TPI 1 and applicable building code requirements. The roof truss design shall be submitted to Grote Engineering, L.L.C. for review and acceptance prior to fabrication, or may be submitted directly to the Building Official bearing the seal of the truss engineer of record.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature:
Name: Vogel Grote
Date: August 3, 2026 License Number: 21784

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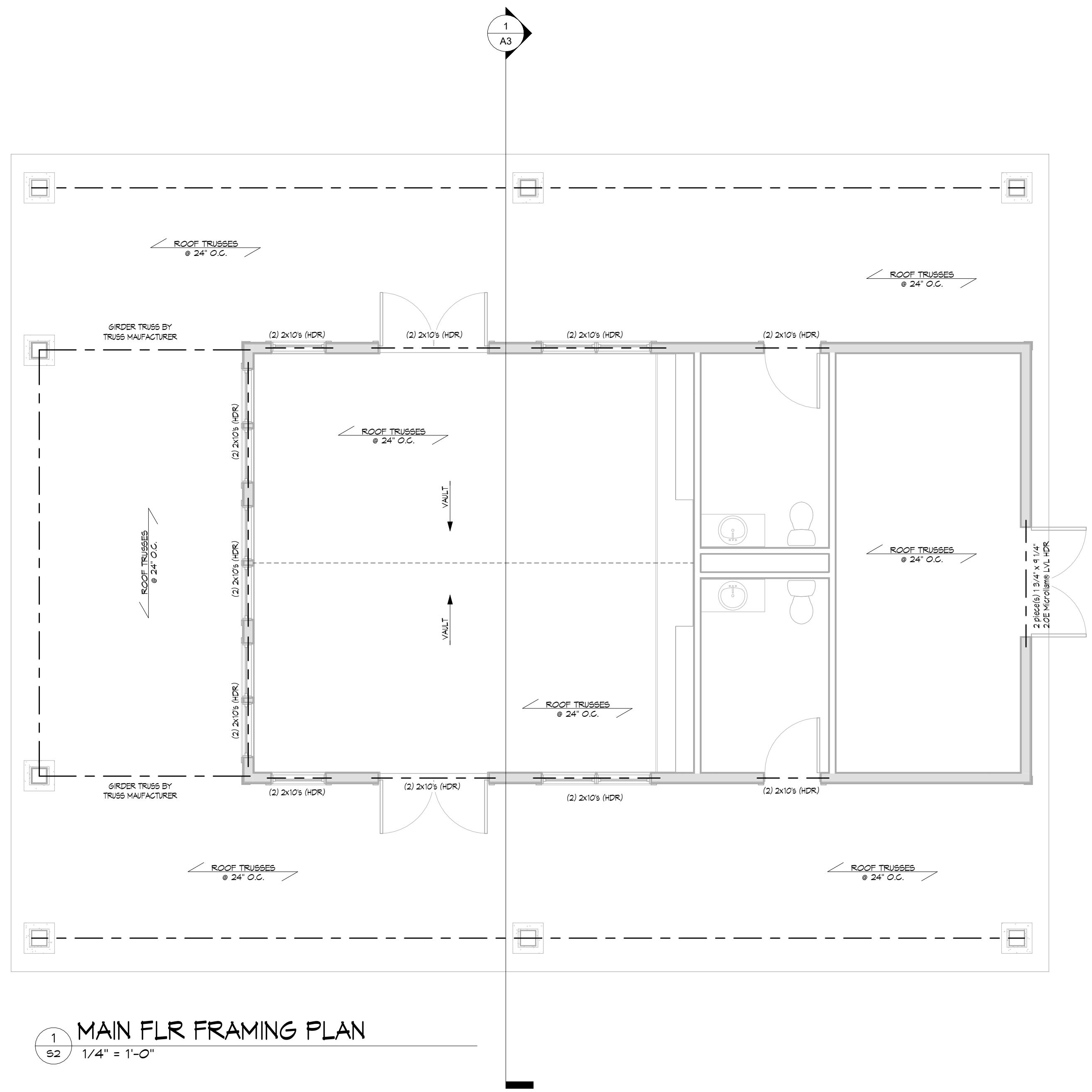
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SHEET NO.
S1
Foundation Plan



1
S2
MAIN FLR FRAMING PLAN
1/4" = 1'-0"

STRUCTURAL ENGINEERING NOTE: The structural design and engineering for the foundation system, and lateral force-resisting system (wind bracing), have been completed by Grote Engineering, L.L.C. The roof trusses are a deferred submittal and shall be designed by the roof truss manufacturer in accordance with ANSI/TPI 1 and applicable building code requirements. The roof truss design shall be submitted to Grote Engineering, L.L.C. for review and acceptance prior to fabrication, or may be submitted directly to the Building Official bearing the seal of the truss engineer of record.

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Signature: Vogel Grote

Name: Vogel Grote

Date: August 3, 2026 License Number: 21784

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SHEET NO.
S2
Second Floor Framing

TABLE R602.10.4
BRACING METHODS

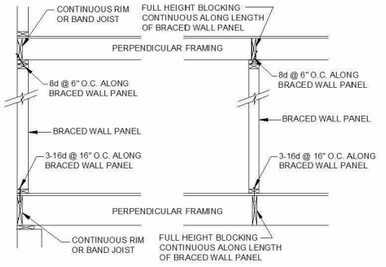
METHODS, MATERIAL		MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA*	
				Fasteners	Spacing
Intermittent Bracing Method	LIB Let-in-bracing	1 × 4 wood or approved metal straps at 45° to 60° angles for maximum 16″ stud spacing		Wood: 2-8d common nails or 3-8d ($2^1/_4$″ long x 0.113″ dia.) nails	Wood: per stud and top and bottom plates
				Metal strap: per manufacturer	Metal: per manufacturer
	DWB Diagonal wood boards	$^3/_4$″(1″ nominal) for maximum 24″ stud spacing		2-8d ($2^1/_4$″ long × 0.113″ dia.) nails or 2 - $1^3/_4$″ long staples	Per stud
	WSP Wood structural panel (See Section R604)	$^3/_8$″		Exterior sheathing per Table R602.3(3)	6″ edges 12″ field
				Interior sheathing per Table R602.3(1) or R602.3(2)	Varies by fastener
	BV-WSP[a] Wood Structural Panels with Stone or Masonry Veneer (See Section R602.10.6.5)	$^7/_{16}$″	See Figure R602.10.6.5	8d common ($2^1/_2$″ × 0.131) nails	4″ at panel edges 12″ at intermediate supports 4″ at braced wall panel end posts
	SFB Structural fiberboard sheathing	$^1/_2$″ or $^{25}/_{32}$″ for maximum 16″ stud spacing		$1^1/_2$″ long × 0.12″ dia. (for $^1/_2$″ thick sheathing) $1^3/_4$″ long × 0.12″ dia. (for $^{25}/_{32}$″ thick sheathing) galvanized roofing nails or 8d common ($2^1/_2$″ long × 0.131″ dia.) nails	3″ edges 6″ field
	GB Gypsum board	$^1/_2$″		Nails or screws per Table R602.3(1) for exterior locations	For all braced wall panel locations: 7″ edges (including top and bottom plates) 7″ field
				Nails or screws per Table R702.3.5 for interior locations	
	PBS Particleboard sheathing (See Section R605)	$^3/_8$″ or $^1/_2$″ for maximum 16″ stud spacing		For $^3/_8$″, 6d common (2″ long × 0.113″ dia.) nails For $^1/_2$″, 8d common ($2^1/_2$″ long × 0.131″ dia.) nails	3″ edges 6″ field
	PCP Portland cement plaster	See Section R703.6 for maximum 16″ stud spacing		$1^1/_2$″long, 11 gage, $^7/_{16}$″ dia. head nails or $^7/_8$″long, 16 gage staples	6″ o.c. on all framing members
	HPS Hardboard panel siding	$^7/_{16}$″ for maximum 16″ stud spacing		0.092″ dia., 0.225″ dia. head nails with length to accommodate $1^1/_2$″ penetration into studs	4″ edges 8″ field
	ABW Alternate braced wall	$^3/_8$″		See Section R602.10.6.1	See Section R602.10.6.1

(continued)

TABLE R602.10.4—continued
BRACING METHODS

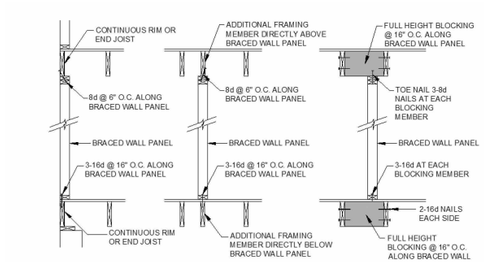
METHODS, MATERIAL		MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA*	
				Fasteners	Spacing
Intermittent Bracing Methods	PFH Portal frame with hold-downs	$^3/_8$″		See Section R602.10.6.2	See Section R602.10.6.2
	PFG Portal frame at garage	$^7/_{16}$″		See Section R602.10.6.3	See Section R602.10.6.3
Continuous Sheathing Methods	CS-WSP Continuously sheathed wood structural panel	$^3/_8$″		Exterior sheathing per Table R602.3(3)	6″ edges 12″ field
				Interior sheathing per Table R602.3(1) or R602.3(2)	Varies by fastener
	CS-G[b,c] Continuously sheathed wood structural panel adjacent to garage openings	$^3/_8$″		See Method CS-WSP	See Method CS-WSP
	CS-PF Continuously sheathed portal frame	$^7/_{16}$″		See Section R602.10.6.4	See Section R602.10.6.4
	CS-SFB[d] Continuously sheathed structural fiberboard	$^1/_2$″ or $^{25}/_{32}$″ for maximum 16″ stud spacing		$1^1/_2$″ long × 0.12″ dia. (for $^1/_2$″ thick sheathing) $1^3/_4$″ long × 0.12″ dia. (for $^{25}/_{32}$″ thick sheathing) galvanized roofing nails or 8d common ($2^1/_2$″ long × 0.131″ dia.) nails	3″ edges 6″ field

For SI: 1 inch = 25.4 mm, 1 foot = 305 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m^2, 1 mile per hour = 0.447 m/s.
a. Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D_0, D_1 and D_2.
b. Applies to panels next to garage door opening when supporting gable end wall or roof load only. May only be used on one wall of the garage. In Seismic Design Categories D_0, D_1 and D_2 roof covering dead load may not exceed 3 psf.
c. Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R502.5(1). A full height clear opening shall not be permitted adjacent to a Method CS-G panel.
d. Method CS-SFB does not apply in Seismic Design Categories D_0, D_1 and D_2 and in areas where the wind speed exceeds 100 mph.
e. Method applies to detached one- and two-family dwellings in Seismic Design Categories D_0 through D_2 only.



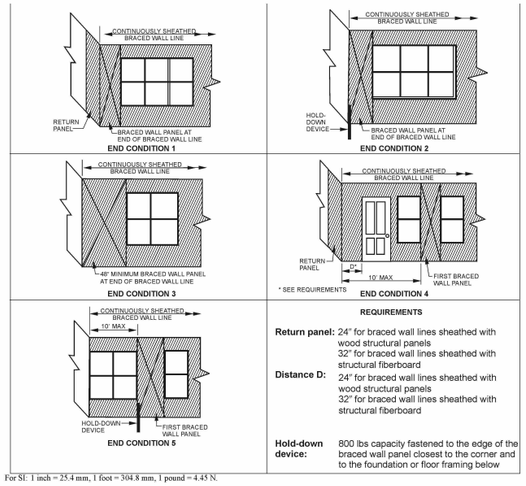
For SI: 1 inch = 25.4 mm.

FIGURE R602.10.9(1)
BRACED WALL PANEL CONNECTION WHEN PERPENDICULAR TO FLOOR/CEILING FRAMING



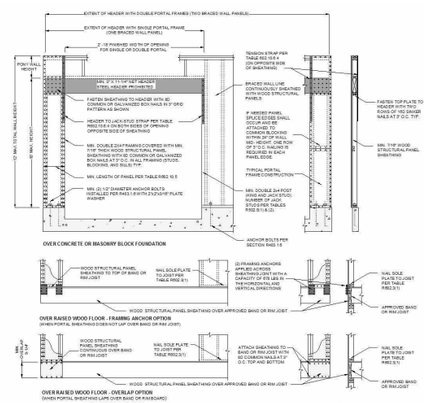
For SI: 1 inch = 25.4 mm.

FIGURE R602.10.9(2)
BRACED WALL PANEL CONNECTION WHEN PARALLEL TO FLOOR/CEILING FRAMING



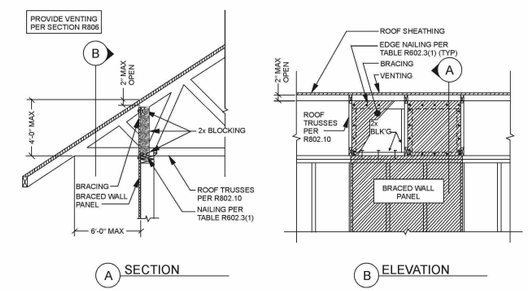
For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.45 N.

FIGURE R602.10.7
END CONDITIONS FOR BRACED WALL LINES WITH CONTINUOUS SHEATHING



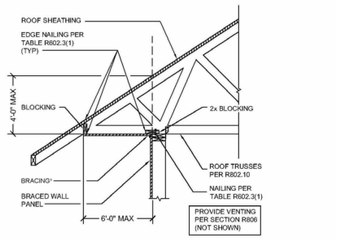
For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4
METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION



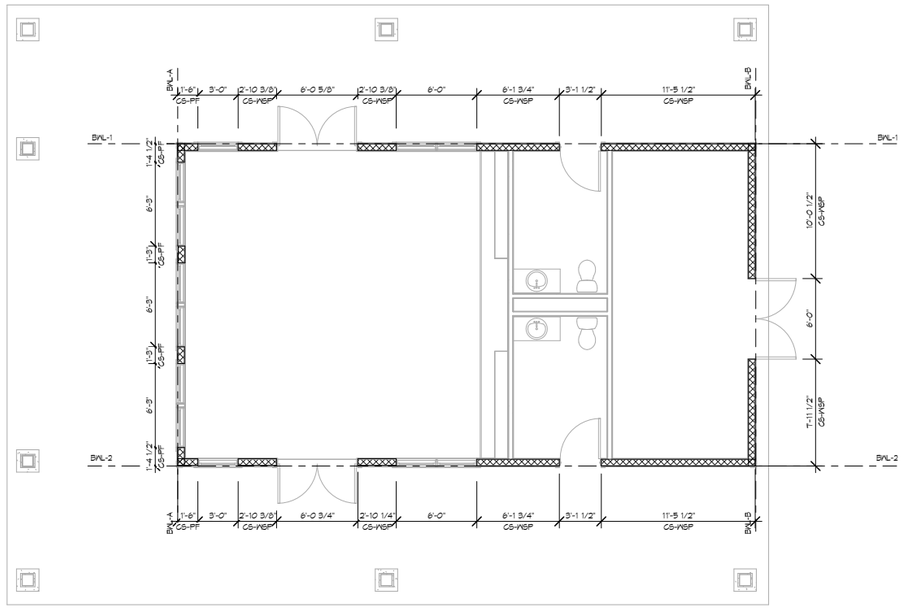
For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.
a. Methods of bracing shall be as described in Section R602.10.4.

FIGURE R602.10.8.2(3)
BRACED WALL PANEL CONNECTION OPTION TO PERPENDICULAR RAFTERS OR ROOF TRUSSES



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.
a. Methods of bracing shall be as described in Section R602.10.4.

FIGURE R602.10.8.2(2)
BRACED WALL PANEL CONNECTION OPTION TO PERPENDICULAR RAFTERS OR ROOF TRUSSES



1 S3 Braced Wall -Main Floor
3/16" = 1'-0"

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Creating Timeless Designs
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E-MAIL: mike@behr-design.com

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THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR ALL TAXES, FEES AND ASSESSMENTS APPLICABLE TO THE WORK AND FOR GIVING ALL NOTICES NECESSARY AND INCIDENT TO THE DUE AND LAWFUL PROSECUTION OF THE WORK. THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR USING THEIR BEST SKILL AND ATTENTION IN PERFORMING THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT, UNLESS THE CONTRACT DOCUMENTS GIVE OTHER SPECIFIC INSTRUCTIONS CONCERNING THESE MATTERS. THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF THEIR EMPLOYEES AND SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING PORTIONS OF THE WORK. THE CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND PROVIDING SUPERVISION OF ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO EMPLOYEES ON THE WORK AND OTHER PERSONS WHO MAY BE AFFECTED THEREBY. THE CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF PUBLIC AUTHORITIES FOR THE SAFETY OF PERSONS OR PROPERTY OR TO PROTECT THEM FROM DAMAGE, INJURY OR LOSS. THE CONTRACTOR AND SUBCONTRACTORS SHALL ERECT AND MAINTAIN, AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT SITES AND UTILITIES. WHEN USE OR STORAGE OF EXPLOSIVES OR OTHER HAZARDOUS MATERIALS OR EQUIPMENT OR UNUSUAL METHODS ARE NECESSARY FOR EXECUTION OF THE WORK, THE CONTRACTOR AND SUBCONTRACTORS SHALL EXERCISE THE UTMOST CARE AND SHALL CARRY ON SUCH ACTIVITIES UNDER THE SUPERVISION OF PROPERLY QUALIFIED PERSONNEL. THE CONTRACTOR AND SUBCONTRACTORS SHALL PROMPTLY REMEDY DAMAGE AND LOSS TO PROPERTY CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, SUBCONTRACTORS OR ANYONE FOR WHOM THEY ARE RESPONSIBLE. THE CONTRACTOR AND SUBCONTRACTORS SHALL NOT LOAD OR PERMIT ANY PART OF THE WORK TO BE LOADED SO AS TO ENDANGER ITS SAFETY. THE CONTRACTOR AND SUBCONTRACTORS SHALL NOT ENDANGER ANY WORK BY ALTERATION OR REMOVAL OF SCAFFOLDING OR OTHER SUPPORTS WITHOUT PROPER PRECAUTIONS TO SAFELY SUPPORT THE WORK. THE CONTRACTOR AND SUBCONTRACTORS SHALL NOT ASSIGN ANY PORTION OF THE WORK TO ANY SUBCONTRACTOR WITHOUT THE PRIOR WRITTEN CONSENT OF BEHR DESIGN, INC. OR THE CLIENT FOR WHICH MUST NOT BE UNREASONABLY WITHHELD. THE CONTRACTOR AND SUBCONTRACTORS SHALL BE AS FULLY RESPONSIBLE TO BEHR DESIGN, INC. AND THE CLIENT FOR ACTS AND OMISSIONS OF THE PERSONS EMPLOYED BY THEM AS THEY ARE FOR ACTS AND OMISSIONS OF PERSONS DIRECTLY EMPLOYED BY THEM. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN ANY SUBCONTRACTOR AND BEHR DESIGN, INC. OR THE CLIENT. THE CONTRACTOR AND SUBCONTRACTORS SHALL KEEP THE PREMISES AND SURROUNDING AREA FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY OPERATIONS UNDER THE CONTRACT. AT THE COMPLETION OF THE WORK, THE CONTRACTOR AND SUBCONTRACTORS SHALL REMOVE ALL WASTE MATERIALS AND RUBBISH FROM AND ABOUT THE PROJECT AS WELL AS ALL TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIALS AND SHALL LEAVE THE WORK "CLEAN" AND READY FOR OCCUPANCY. THE CONTRACTOR AND SUBCONTRACTORS SHALL START SYSTEMS OF MECHANICAL AND ELECTRICAL EQUIPMENT AND INSTRUCT OWNER'S PERSONNEL IN THEIR OPERATION AND MAINTENANCE. THE CONTRACTOR AND SUBCONTRACTORS SHALL DELIVER TO BEHR DESIGN, INC. FOR SUBMITTAL TO THE OWNER, ALL GUARANTEES AND WARRANTIES REQUIRED UNDER THE CONTRACT DOCUMENTS. THE CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ITS WORK NOT COMPLYING WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS DURING THE ONE YEAR PERIOD FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK OR FOR SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY LAWS OR REGULATIONS OR BY THE TERMS OF SPECIAL WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS. THE CONTRACTOR AND SUBCONTRACTORS SHALL PAY FOR ALL MATERIALS, EQUIPMENT AND LABOR USED IN CONSTRUCTION REGARDLESS OF WHETHER THE SAME SHALL BECOME INCORPORATED IN OR ATTACHED TO THE WORK OR NOT. THE CONTRACTOR AND SUBCONTRACTORS SHALL NOT PERMIT ANY LIENS OR CLAIMS TO BE FILED OR ANY OTHER ACTION TO BE TAKEN BY OR ON BEHALF OF ANY PERSON BASED ON THE FURNISHING OF LABOR OR MATERIALS FOR THE WORK. THE CONTRACTOR AND SUBCONTRACTORS SHALL PROMPTLY REMOVE ANY LIENS OR CLAIMS FILED AND ANY ACTIONS TAKEN BY OR ON BEHALF OF ANY PERSON BASED ON THE FURNISHING OF LABOR OR MATERIALS FOR THE WORK. THE CONTRACTOR AND SUBCONTRACTORS SHALL INDEMNIFY AND HOLD HARMLESS BEHR DESIGN, INC. AND THE CLIENT FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. THE CONTRACTOR AND SUBCONTRACTORS SHALL NOT BE OBLIGATED TO INDEMNIFY BEHR DESIGN, INC. OR THE CLIENT FOR THE PORTION OF ANY CLAIM, DAMAGE, LOSS OR EXPENSE THAT IS CAUSED BY THE NEGLIGENCE OF BEHR DESIGN, INC. OR THE CLIENT OR ANYONE FOR WHOM THEY ARE RESPONSIBLE.

The Pavillion
XXXX
Deephaven, MN

DATE: 8/3/2026
DRAWN BY: BK
PROJECT FILE: 25-CL

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SHEET NO.
S3
Braced Wall Details

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REMOVE EXISTING CHAIN LINK BACKSTOP

CONTRACTOR SHALL SALVAGE EXISTING BASEBALL INFIELD MATERIAL TO THE DEGREE POSSIBLE.

REMOVE EXISTING BUILDING AND ABANDON ALL UTILITIES

EXISTING WELLHOUSE

20' RADIUS

REMOVE WATER DRINKING FOUNTAIN

PROTECT EXISTING BITUMINOUS TRAIL NOT MARKED FOR REMOVAL

CLEAR AND GRUB TREE

REMOVE BOULDER RETAINING WALL

REMOVE BITUMINOUS TRAIL

REMOVE SHRUB (TYP.)

STAGING AREA

RELOCATE COMMUNICATION PEDESTAL AND LINES

PROPOSED BUILDING

REMOVE CULVERT

PROTECT EXISTING HOCKEY RINK

EDGE OF CONCRETE APRON

CLEAR AND GRUB TREES

EXISTING 4" SEWER SERVICE

EXISTING CLEANOUT INV. = 929.85

REMOVE CONCRETE SIDEWALK

EXISTING WELL

PROTECT EXISTING TREES

REMOVE STORM SEWER PIPE

REMOVE CONCRETE CURB AND GUTTER

SAWCUT BITUMINOUS PRIOR TO REMOVAL

PROTECT EXISTING BUILDING

CONTRACTOR TO ACCESS SITE FROM SOUTH END OF TRAIL

933 932 935 936

N

0 15' 30'

NOTES

1. ANY FEATURES NOT MARKED FOR REMOVAL SHALL BE PROTECTED BY THE CONTRACTOR.
2. CONTRACTOR SHALL REVIEW ALL REMOVAL LIMITS WITH CITY PRIOR TO CONSTRUCTION.
3. REMOVAL LIMITS ARE THE MINIMUM LIMITS WHICH SHOULD BE ASSUMED AND ACTUAL LIMITS MAY DEPEND ON FIELD CONDITIONS OR CONDITION OF EXISTING INFRASTRUCTURE.
4. CONTRACTOR SHALL NOT USE EXISTING CITY HALL PARKING LOT FOR STAGING OF MATERIALS OR EQUIPMENT. STAGING AREA AS NOTED IN THE PLANS SHALL BE USED AND CONTRACTOR SHALL USE GRAVEL LOT ADJACENT TO PUBLIC WORK SALT STORAGE FOR CONTRACTOR VEHICLES OR EQUIPMENT.

LEGEND

- EXISTING STORM SEWER
- EXISTING COMMUNICATIONS LINE
- EXISTING FENCE
- EXISTING RETAINING WALL
- EXISTING TELEPHONE MANHOLE
- EXISTING ELECTRIC MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING DRINKING FOUNTAIN
- EXISTING TREES
- EXISTING SHRUB
- EXISTING SIGN
- EXISTING LIGHT POLE
- EXISTING AUTO SPRINKLER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING UTILITY POLE
- EXISTING AC
- G-METER EXISTING GAS METER
- ROCK EXISTING ROCK

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

PRINT NAME: _____

SIGNATURE: _____ LIC. NO. _____

DATE: _____

CITY OF DEEPHAVEN, MINNESOTA

VILLAGE PARK PAVILION

EXISTING CONDITIONS AND REMOVALS

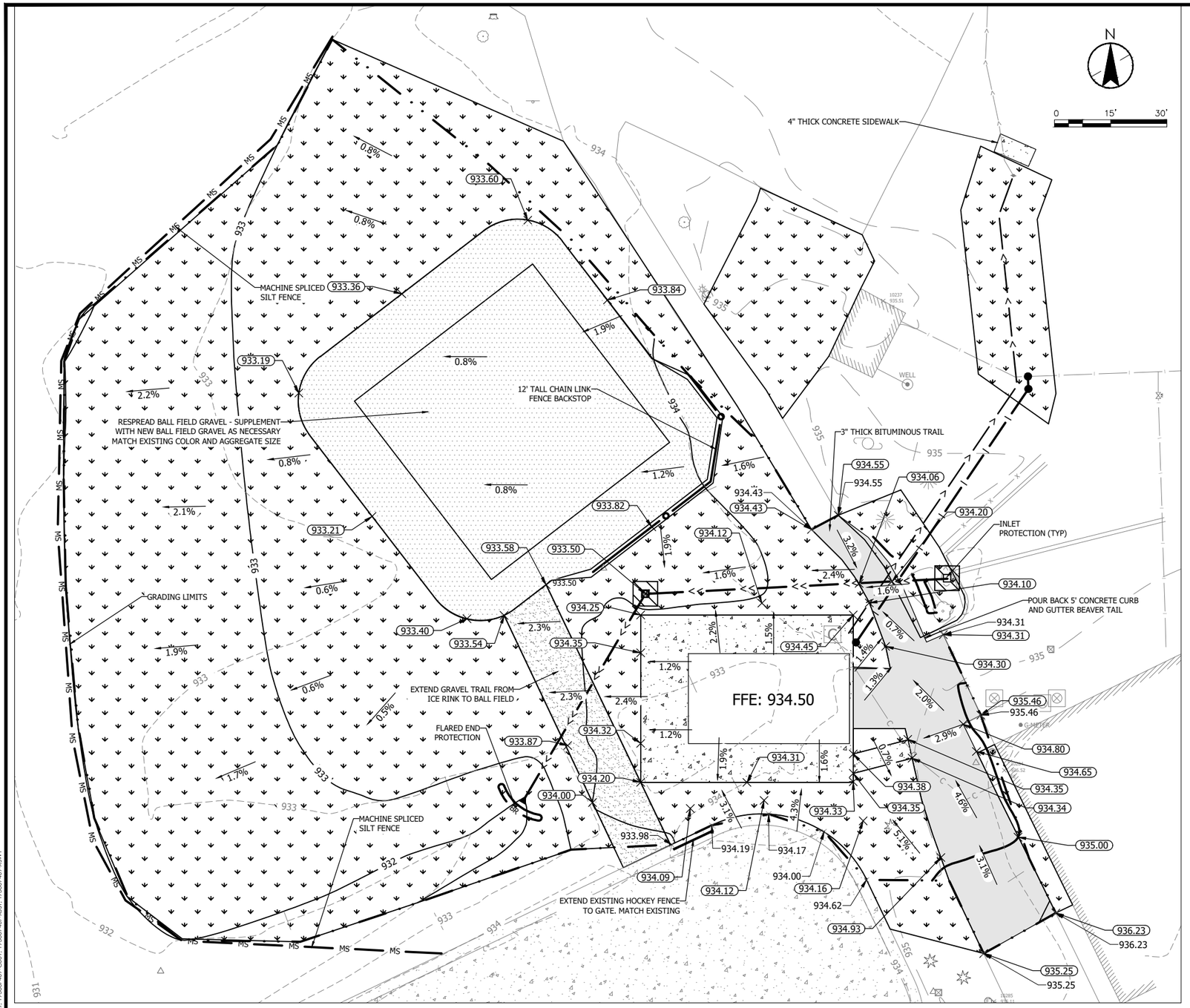
NO	REVISION	DATE

SURVEY	
DRAWN	JJE
DESIGNED	JJE
CHECKED	SH
APPROVED	SH
PROJ. NO.	193807469

SHEET NUMBER
C-001

Plot Date: 09/16/2026 - 11:31am
Plotted By: Jeffrey.Johnson@stantec.com
Xrefs: 193807469-XSIT, 193807469-BORDER, 193807469-XSHD

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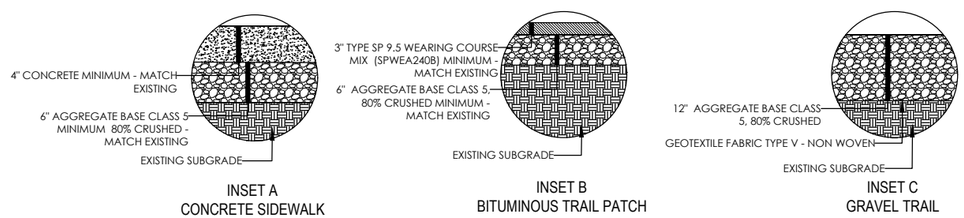
1. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE, UNLESS NOTED OTHERWISE.
2. THE SITE HAS NOT NECESSARILY BEEN DESIGNED TO BALANCE THE ON-SITE MATERIALS. SUITABLE OFFSITE IMPORT MATERIAL MAY BE NECESSARY TO ACHIEVE THE FINAL GRADES SHOWN ON THE DRAWINGS. CONTRACTOR SHALL COORDINATE WITH GEOTECHNICAL ENGINEER TO VERIFY IMPORT, FROM CONTRACTOR DETERMINED SOURCE, IS SUITABLE FOR USE. EXCESS MATERIAL, UNLESS NOTED OTHERWISE, IS THE PROPERTY OF THE CONTRACTOR AND IS TO BE MOVED AND DISPOSED OF OFFSITE IN ACCORDANCE WITH APPLICABLE LAWS.
3. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AND ENSURE NO PONDING IN PAVED AREAS. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF GRADING DISCREPANCIES ARE FOUND IN EXISTING OR PROPOSED GRADES PRIOR TO PLACEMENT OF PAVEMENT. OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING BEFORE PLACEMENT OF PAVEMENT TO ENSURE DRAINAGE IS ADEQUATE TO INTENDED AREA.
4. CONTRACTOR SHALL BACKFILL SUBGRADE AND TRENCH EXCAVATIONS PROMPTLY FOR PUBLIC SAFETY AND ACCESS TO DRIVEWAYS.
5. CONTRACTOR SHALL PROVIDE TOPSOIL, SEED/SOD AS NECESSARY TO FULLY RESTORE ALL DISTURBED AREAS.
6. ALL DISTURBED PERVIOUS AREAS ARE TO RECEIVE 4 INCHES OF SALVAGED TOPSOIL IN ACCORDANCE WITH THE EROSION CONTROL PLANS, UNLESS NOTED OTHERWISE. CONTRACTOR SHALL SALVAGE TOPSOIL BEFORE GRADING, AND STOCKPILE FOR RESPREADING. ALL MATERIALS SHALL BE PROCESSED BY THE CONTRACTOR TO ACHIEVE A FULLY UNIFORM BASBALL PLAYING SURFACE. THIS MAY INCLUDE ADDITIONAL EFFORTS ON RAKING, SCARIFYING, PULVERIZING OR OTHER MEANS TO ACHIEVE ADEQUATE RESTORATION FOR THE PLAYING SURFACE AND PARK AREAS.
7. EXISTING TOPSOIL ON SITE VARIES IN DEPTH. CONTRACTOR SHALL REMOVE SURFACE VEGETATION AND TOPSOIL AND OTHER LOOSE, SOFT OR OTHERWISE UNSUITABLE MATERIAL FROM THE IMPERVIOUS AREAS AND OTHER AREAS AS DIRECTED BY THE GEOTECHNICAL ENGINEER BEFORE PLACEMENT OF SUITABLE FILL MATERIAL.
8. CONTRACTOR SHALL EXCAVATE AND DISPOSE OF UNSUITABLE OR CONTAMINATED SOILS DISCOVERED ONSITE IN ACCORDANCE WITH APPLICABLE REGULATIONS AND AS DIRECTED BY GEOTECHNICAL ENGINEER.
9. CONTRACTOR SHALL CONSTRUCT/GRADE SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS IN ACCORDANCE WITH CURRENT ADA STATE AND NATIONAL STANDARDS. NOTIFY ENGINEER IN WRITING IMMEDIATELY IF ADA CRITERIA CANNOT BE MET AT ANY LOCATION.
10. EXISTING SPOT ELEVATIONS AT MATCH POINTS ARE BASED ON INTERPOLATED POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IMMEDIATELY OF ANY FIELD DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTABILITY, REGULATORY COMPLIANCE (ADA), POSITIVE DRAINAGE, AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR REWORK OF A DISCREPANCY THAT IS NOT COMMUNICATED TO THE ENGINEER IN WRITING AT NO ADDITIONAL COST TO THE OWNER.
11. PERIMETER CONTROL ALONG GRADING AREAS MAY BE SHOWN OFFSET FROM GRADING LIMITS FOR CLARITY. PERIMETER CONTROL IS TO BE INSTALLED AT THE GRADING LIMITS OR AS DIRECTED BY ENGINEER.
12. BEFORE SITE DISTURBANCE AND AS REQUIRED AS CONSTRUCTION PROGRESSES, CONTRACTOR SHALL INSTALL, MAINTAIN, REPAIR, AND REPLACE EROSION PREVENTION MEASURES AND SEDIMENT CONTROL DEVICES (INLET PROTECTION, CONSTRUCTION ENTRANCE, SILT FENCE, EROSION CONTROL BLANKET, ETC.) IN ACCORDANCE WITH THE SWPPP, NPDES PERMIT, AND CITY, STATE, AND WATERSHED PERMITS.
13. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDING ON SITE CONDITIONS DURING CONSTRUCTION. COORDINATE WITH ENGINEER.
14. CONTRACTOR SHALL STABILIZE ALL EXPOSED SOIL AREAS WITHIN THE CONSTRUCTION LIMITS WITHIN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE THAT HAS TEMPORARILY (WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS) OR PERMANENTLY CEASED. STABILIZATION MUST BE INITIATED PROMPTLY.
15. CONTRACTOR SHALL REMOVE ANY SEDIMENT THAT HAS TRACKED ONTO PAVED SURFACES BOTH ON AND OFFSITE WITHIN 24 HOURS AND AS DIRECTED BY ENGINEER. SWEEP STREET IN ACCORDANCE WITH CITY, COUNTY, STATE, AND NDPES PERMIT REQUIREMENTS.
16. CONTRACTOR SHALL COMPLETE CONCRETE WASH-OUT OFF-SITE OR PROVIDE SELF-CONTAINED CONCRETE READY MIX TRUCKS.
17. CONTRACTOR SHALL MINIMIZE DUST FROM CONSTRUCTION OPERATIONS BY PROVIDING WATER OR OTHER APPROVED METHOD ON A DAILY BASIS.
18. CONTRACTOR SHALL PHASE GRADING WORK TO MINIMIZE THE DURATION THAT DISTURBED SOIL IS EXPOSED.
19. CONTRACTOR SHALL LOCATE SOIL STOCKPILES NO LESS THAN 50 FEET FROM ROADWAYS, STORMWATER INLETS, PONDS, WETLANDS, DRAINAGE CHANNELS, AND OTHER SURFACE WATERS. IF REMAINING FOR MORE THAN 7 DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATED COVER, TARPS, OR OTHER MEANS IN ACCORDANCE WITH THE NPDES PERMIT. PLACE PERIMETER SEDIMENT CONTROLS AROUND STOCKPILES TO CONTROL EROSION. COVER TEMPORARY STOCKPILES LOCATED ON PAVED SURFACES IF LEFT FROM MORE THAN 24 HOURS.
20. CONTRACTOR SHALL REMOVE ALL EROSION CONTROL MEASURES AFTER SITE HAS BEEN STABILIZED AND VEGETATION IS ESTABLISHED AS DIRECTED BY ENGINEER. EROSION CONTROL MEASURES USED FOR CONSTRUCTION MUST NOT BE REMOVED UNTIL AUTHORIZED BY OWNER OR ENGINEER.
21. CONTRACTOR SHALL COORDINATE WITH THE BUILDING STRUCTURAL ENIGNEER FOR ALL COMPACTION REQUIREMENTS WITHIN THE ZONE OF INFLUENCE OF THE BUILDING FOOTINGS INCLUDING ANY REQUIREMENTS FOR THE BACKFILL. NOTHING CONTAINED ON THIS SHEET SHALL BE ASSUMED TO BE ANY DIRECTION FOR THE REQUIREMENTS FOR THE BUILDING AND SUPPORTING SYSTEMS.

LEGEND

- MS — MACHINE SPLICE SPLICE FENCE
- 4" OF TOPSOIL, HYDROMULCH, FERTILIZER, AND MNDOT SEED MIX SOUTHERN BOULEVARD
- 4" THICK CONCRETE
- 3" THICK BITUMINOUS TRAIL
- 12" GRAVEL TRAIL
- SALVAGED AND RESPREAD BALL FIELD GRAVEL
- GRADING LIMITS

GRADING INFORMATION

- 952 / 950 — EXISTING CONTOUR MINOR / EXISTING CONTOUR MAJOR
- 952 / 950 — NEW CONTOUR MINOR / NEW CONTOUR MAJOR
- NEW GRADING LIMITS / SLOPE LIMITS
- 744.40 × 745.47 × STA:5+67.19 980.87 — NEW SPOT ELEVATION
- 743.21 × 743.78 4:1 — EXISTING SPOT ELEVATION / RUN:RISE (SLOPE)



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PRINT NAME: _____

SIGNATURE: _____ LIC. NO. _____

DATE: _____

CITY OF DEEPHAVEN, MINNESOTA
VILLAGE PARK PAVILION
SITE, GRADING, AND EROSION PLAN

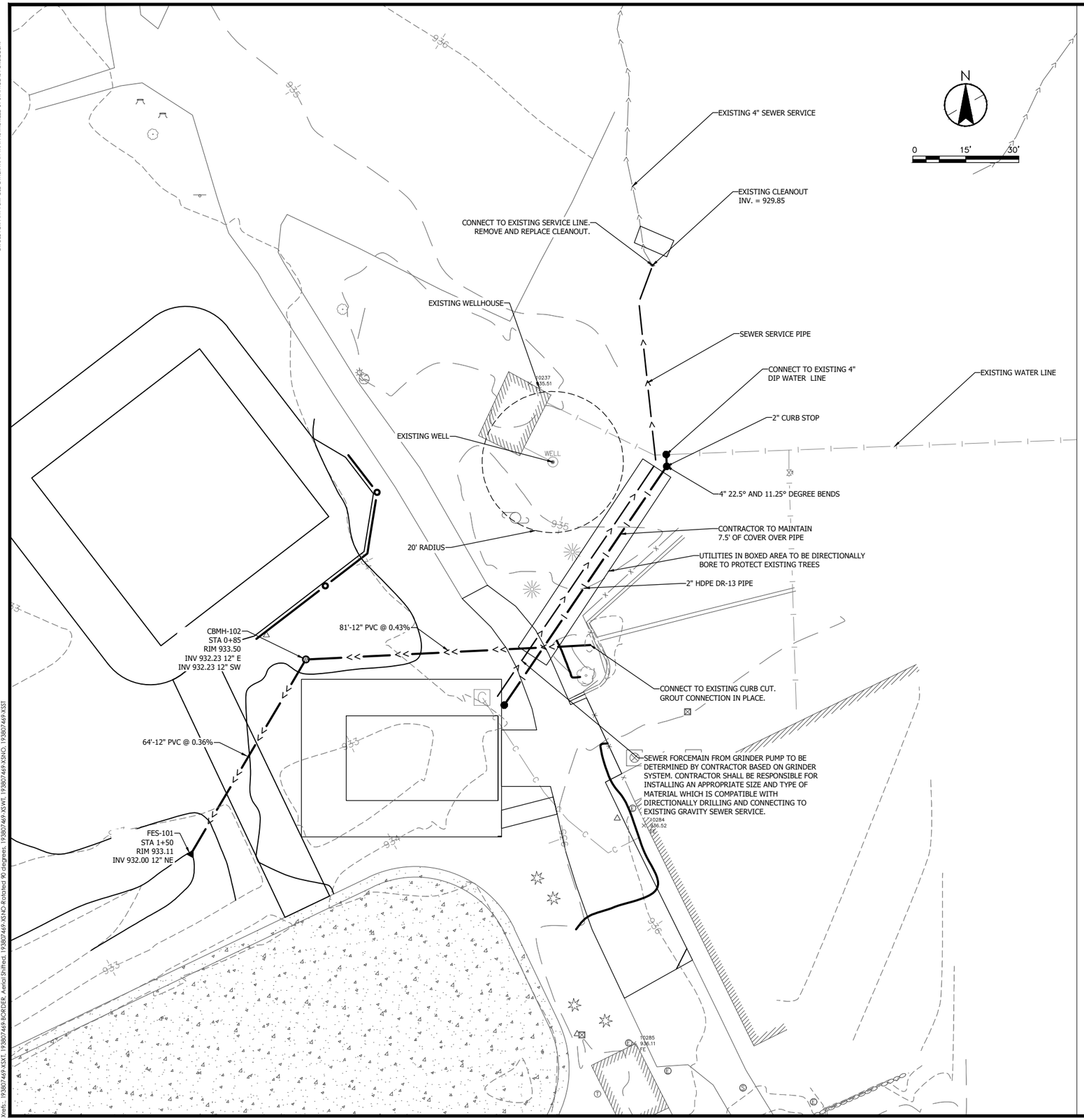
NO	REVISION	DATE

SURVEY	
DRAWN	JJE
DESIGNED	JJE
CHECKED	SH
APPROVED	SH
PROJ. NO.	193807469

SHEET NUMBER
C-301

Plot Date: 09/16/2024 - 11:34am
Plotted by: Hoffman, Kirk
Drawing: I:\MSP\Work Packages\700 Parks\2024 Warming House\Drafting\03_DESIGN\1_CAD\3 PLANSHEETS\193807469-C301.dwg
Xrefs: 193807469-XSHO, 193807469-ROPIDER, 193807469-XSIT, 193807469-C000, 193807469-XSST, 193807469-XSWT

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NOTES

1. CONTRACTOR SHALL PROVIDE 10 FEET MINIMUM HORIZONTAL SEPARATION (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE/STRUCTURE) BETWEEN WATER LINES AND SANITARY OR STORM LINES AND STRUCTURES.
2. CONTRACTOR SHALL PROVIDE 24 INCH MINIMUM VERTICAL SEPARATION (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE/STRUCTURE) BETWEEN WATER LINES AND OTHER UTILITY LINES. PROVIDE INSULATION WHERE WATER, SANITARY, OR STORM UTILITIES CROSS. OFFSET WATERMAIN AND SERVICES AS NECESSARY.
3. CONTRACTOR SHALL VERIFY PIPE SIZE, MATERIAL, AND ELEVATION FOR CONNECTIONS. PROVIDE APPROPRIATE PIPES AND FITTINGS REQUIRED TO MAKE CONNECTIONS TO EXISTING INFRASTRUCTURE AS VERIFIED IN THE FIELD.
4. CONTRACTOR IS RESPONSIBLE FOR PROPERLY LOCATING AND INSTALLING CATCH BASINS SO THAT THE INLET FRAME AND GRATE PROPERLY ALIGN WITH CURB AND GUTTER.
5. PIPE LENGTH INDICATED BETWEEN STRUCTURES IS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS NOTED OTHERWISE. PIPE LENGTH INDICATED BETWEEN STRUCTURE AND FLARED END SECTION IS FROM CENTER OF STRUCTURE TO END OF FLARED END SECTION.
6. PIPE INVERT INDICATED AT FLARED END SECTION IS AT THE END OF THE FLARED END SECTION.
7. A FLEXIBLE COMPRESSION JOINT MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO ALL MANHOLES. RESILIENT RUBBER JOINTS MEETING ASTM C923 MAY BE USED. (INCIDENTAL)
8. PROVIDE ALL FITTINGS (BENDS, WYES, TEES, COUPLINGS, ETC.) AS NECESSARY FOR PROPOSED DRAINTILE AND PVC STORM SEWER. (INCIDENTAL)
9. WATERMAIN TO MAINTAIN A MINIMUM DEPTH OF 7.5' OF COVER UNLESS OTHERWISE NOTED. OVER-DEPTH INCIDENTAL.
10. MAINTAIN A MINIMUM 24" SEPARATION BETWEEN ALL UTILITY CROSSINGS.
11. INSTALL TRACER WIRE IN CONFORMANCE WITH THE SPECIFICATIONS ALONG ALL PVC WATERMAIN PIPE.
12. ALL SANITARY SEWER PIPE AND FITTINGS SHALL BE AN ACCEPTABLE MATERIAL FOR THE INSTALLATION METHODS SHOWN AND BE COMPLAINANT WITH ALL APPLICABLE CODE REQUIREMENTS FOR THE PROJECT.
13. ALL STORM SEWER PIPE AND FITTINGS SHALL BE SCH-40 PVC.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ANY MODIFICATIONS TO UTILITY STUB LOCATIONS TO ACCOMMODATE UTILITY LAYOUTS WITHIN THE BUILDING.

LEGEND

- MANHOLE
- STORM SEWER BEEHIVE CATCH BASIN
- STORM SEWER CATCH BASIN
- STORM SEWER FLARED END SECTION
- CURB BOX
- FIRE HYDRANT
- WATER REDUCER
- VALVE
- RIP RAP
- SANITARY SEWER
- STORM SEWER
- WATERMAIN

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PRINT NAME: _____ LIC. NO. _____

SIGNATURE: _____

DATE: _____

CITY OF DEEPHAVEN, MINNESOTA
VILLAGE PARK PAVILION
PROPOSED UTILITY PLAN

NO	REVISION	DATE

SURVEY	
DRAWN	JJE
DESIGNED	JJE
CHECKED	SH
APPROVED	SH
PROJ. NO.	193807469

SHEET NUMBER
C-401

Plot Date: 09/16/2026 - 11:32am
Plotted by: Hunter.Hoxsie@stantec.com
Drawing: C:\Users\hunter.hoxsie\Desktop\Work 700 Projects 2026\Warming House\Grading\03_DESIGN\1_CAD\3 PLANSHEETS\193807469_C401.dwg
Xrefs: 193807469-XSXT, 193807469-BORDER, Aveo Sheffield, 193807469-XSNO-Rotated 90 degrees, 193807469-XSWT, 193807469-XSNO, 193807469-XSST

DRAFT

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as _____, 2026

BETWEEN the Owner:

City of Deephaven
20225 Cottagewood Road
Deephaven, MN 55331

and the Contractor:

_____
_____
_____
_____

for the following Project: City of Deephaven Village Hall Pavilion as advertised in the notice attached hereto as **Exhibit A**.

The Owner and Contractor agree as follows.

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work is the date identified therefor on the Schedule (as defined below) attached to this Agreement as **Exhibit B**.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work by the date identified therefor in the Schedule.

§ 2.3.3 The parties agree that the schedule attached hereto as **Exhibit B** (as the same may be modified in accordance with the Contract Documents, the "Schedule"), is the current schedule for the Performance of the Work. The Contractor shall not modify the Schedule without the Owner's prior written consent.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is a Stipulated Sum, in accordance with Section 3.2 below

§ 3.2 The Stipulated Sum is [$_____] subject to additions and deductions as provided in the Contract Documents, and to the clarifications identified on the Contractor's proposal attached hereto as **Exhibit C** (the "Proposal"). At the Owner's

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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option, the Owner may require the Contractor to perform one or more of the alternates identified in the Proposal and, to the extent that the Owner requires the Contractor to so perform, the Contract Sum will be increased by amount identified therefor in the Proposal.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the first business day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Owner receives the Application for Payment.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: five percent (5%) of the progress payment.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as required by the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price.

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§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than sixty (60) days after the issuance of the final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution The method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as the same has been modified by the parties hereto.

§ 6.1.2 The Drawing and Specifications are the plans attached hereto as **Exhibit D**.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.5 Notices

Notices under the Contract Documents must be in writing, addressed to the recipient at the address set forth below, delivered by overnight delivery, and are deemed deliver one (1) business day after deposit with the overnight courier. A party may change its notice address by giving the other party at least ten (10) business days' prior written notice.

Recipient	Address	Copies to:
The Owner	City of Deephaven 20225 Cottagewood Road Deephaven, MN 55331	
The Contractor	TBD	

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner and in accordance with a Modification.

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§ 9.4 Warranty

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

There are no allowances in the Contract Sum.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor shall perform the Work in accordance with the then-current Project Schedule.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect may review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents.

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§ 9.10 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect.

§ 9.15 Indemnification
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the agents and employees of it of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT
§ 10.1 The term "Architect" means the architect, if any, identified in writing by the Owner. The Architect or the Owner shall provide administration of the Contract as described in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS
§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute

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Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and the Contractor, or by written Construction Change Directive signed by the Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive.

§ 13.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Owner in accordance with Section 15.6.3.

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§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Owner before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The parties agree that the Bid attached hereto as **Exhibit B** is the current schedule of values.

§ 15.2 Control Estimate

Intentionally deleted.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner requires; shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 At the Owner's option, the Owner may require the Architect to issue a Certificate for Payment as a condition to the Owner's making of a progress payment.

§ 15.4.2 Intentionally deleted.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible because of

- **.1** defective Work not remedied;
- **.2** third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Intentionally deleted.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under the Contract Documents. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance in accordance with the provisions of **Exhibit E** attached to this Agreement.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 18.2 In addition to the Contractor's other obligations under the Contract Documents, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established by the Contract D, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it as the Contractor's expense.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the laws of the State of Minnesota.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Owner fails to make payment as required by the Contract Documents, then the Contractor may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law.

§ 21.2 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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This Agreement entered into as of the day and year first written above.

The Owner	**The Contractor**
City of Deephaven	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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Exhibit A

Bid Notification

CITY OF DEEPHAVEN

ADVERTISEMENT FOR BIDS

Bids will be received by the City of Deephaven Minnesota, at City Hall located at 20225 Cottagewood Road, Deephaven MN 55331 **until 11:00 A.M., CDT, on Thursday, November 19th, 2026**, at which time they will be publicly opened and read aloud. The sealed bids shall incorporate all costs for the furnishing of all labor, materials, equipment and all else necessary for the for the construction of the facility as depicted in the project plans and specifications:

Village Hall Pavilion

In general, the work consists of the construction of a new pavilion structure within the park including modifications to the trail and adjacent baseball field.

Complete digital Bidding Documents are available at www.questcdn.com by inputting **QuestCDN eBidDoc #XXXXXXX** on the website's Project Search page.

Direct site improvement inquiries to Steve Hegland at (763) 852-0511 and steveh@haa-inc.com and building related inquiries to _____.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to the "City of Deephaven" (OWNER) in the amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with the surety company thereon duly authorized to do business in the State of Minnesota.

The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 60 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 60 days after the date and time set for the Opening of Bids.

The Owner reserves the right to reject any and all Bids, to waive irregularities and informalities therein, and further reserves the right to award the Contract to the best interests of the Owner.

PUBLISHED: QuestCDN.com: XXXX, 2026
Sun Sailor: XXXX, 2026

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Exhibit B

The Schedule

Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for Final Payment as stated in the Contract are of the essence in the Contract.

Dates for Substantial Completion and Final Payment

1. The Work will be substantially completed on or before _____ whichever comes first. Substantial completion shall be as defined in Section 15.6 of the Contract Documents.

2. All of the Work of the Project shall be completed and ready for Final Payment in accordance with Section 15.7 of the Contract Documents on or before _____.

3. Contractor shall submit a schedule illustrating the above dates can be met with available resources. If the project schedule is delayed or affected during construction and the dates outlined can no longer be met, revised dates must be proposed for Engineer and Owner review and approval. Any delay claims or requests to extend the contract deadlines will not be considered without an initial and updated schedule.

Liquidated Damages

1. Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed within the Contract Docuemnts. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $_____ for each calendar day that expires after the time specified in above for Substantial Completion until the Work is substantially complete. Contractor and Owner have reviewed this liquidated damages provision and agree that this is a reasonable forecast of just compensation for the harm caused by such delay in this project.

2. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time specified in above or any extension thereof granted by Owner in accordance with the Contract Documents, Contractor shall pay Owner $_____ for each calendar day that expires after Substantial Completion until the Work is completed and ready for Final Payment. Contractor and Owner have also reviewed this liquidated damages provision and agree that this is a reasonable forecast of just compensation for the harm caused by such delay in this project.

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Exhibit C

The Bid

PROPOSAL FOR THE CONSTRUCTION OF THE DEEPHAVEN VILLAGE HALL PAVILION

BID PRICE……..$_____

BID ALTERNATES

Restroom wall tile ……..$_____
Standing Seam Metal Roof ……..$_____

CONTRACTOR INFORMATION

Company Name:_____

Signature:_____

Address:_____

Email:_____

Phone:_____

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Exhibit D

Plans and Specifications

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Deephaven Village Park Pavilion Project:

Owner: City of Deephaven

Date: September 16, 2026

DIVISION 01 00 00. GENERAL REQUIREMENTS

01 50 00 - Temporary Facilities and Controls
This work shall consist of the application of temporary measures throughout the life of the project.

01 51 00 - Temporary Utilities
All connections and extensions required to provide temporary utilities shall be made by the Contractor at the Contractor's expense.

01 51 13 - Temporary Electricity
Contractor to provide and install temporary power for construction site as needed for construction. Connect to existing power service at existing warming house without disrupting local service requirements. Power feeder service characteristics shall be compatible with the service from which it is taken. The contractor shall provide main service disconnect and over-current protection at a convenient location. The Contractor shall provide power outlets for construction operations, with branch wiring and distribution boxes located as necessary and shall provide flexible power cords as required. Provide and install distribution equipment, wiring and outlets to provide single phase branch circuits for power and lighting.

01 51 26 - Temporary Lighting
Contractor to provide and install temporary lighting for construction site. Provide and install temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards. As permanent lighting facilities are completed, they may be used in lieu of temporary facilities. Provide temporary lighting as required to satisfy safety and security requirements.

01 52 19 - Sanitary Facilities
The City has portable toilets available within the Village Hall park for the Contractor's use.

01 55 00 - Vehicular Access and Parking
Construct and maintain temporary roads accessing site to serve construction area. Arrange parking areas to accommodate construction personnel. All temporary structures to be removed and restoration of site to existing conditions is the responsibility of the contractor. Contractors may utilize the Village Hall parking lot for loading or unloading materials but shall not park construction vehicles in the parking lot as they are utilized for City Hall services. Contractor may utilize gravel parking lot for parking adjacent to the public work salt and sand sheds.

01 56 00 - Temporary Barriers and Enclosures
The contractor shall provide barriers to prevent unauthorized entry into construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition. Install chain link fence around job site as necessary.

01 57 00 - Temporary Controls
This work shall consist of the application of temporary measures throughout the life of the project to control erosion and siltation. Such measures shall include, but are not limited to, the use of fiber mats, silt fences, straw bales, washed gravel or crushed stone, mulch, grasses, slope drains, temporary seeding and other methods. Temporary erosion and siltation control measures as described herein, shall be applied to erodible material exposed by any activity associated with the construction and consistent with state and local control standard. All erosion control measures are the responsibility of the contractor to install, maintain and remove

01 60 00 - Product Requirements (Scope of Work)
All materials shall be installed in strict accordance with the manufacturer's written specifications or Material's Institute Standards. Where the manufacturer's recommended details are used, the manufacturer shall be responsible

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for the performance of their product. All Items not specifically mentioned that are required to make the work complete and operational shall be included.

Installation and Storage - All materials, supplies and equipment shall be installed per manufacturer's recommendations and per applicable codes and requirements. Material stored on site shall be protected from damage by moisture, wind, sun, abuse or any other harmful effects.

01 70 00 - Execution and Closeout Requirements
The execution of all work shall be in strict accordance with these specifications and manufacturer's written specifications or Material's Institute Standards. Where the manufacturer's recommended details are used, the manufacturer shall be responsible for the performance of their product. All work not specifically mentioned that is required to make the work complete and operational shall be included.

Codes - Construction shall comply with all applicable national, state and Deephaven building codes. It is the responsibility of the Contractor to ensure compliance with said codes and modify the specifications as needed to comply with such codes.

Measurements - The Contractor shall check and verify all dimensions and conditions before proceeding with construction. Do not scale drawings. Noted dimensions take precedence.

Workmanship - Workmanship shall conform to the best and highest standards of quality in each trade and shall include all items of fabrication, construction and installation. All work shall be completed by skilled tradesmen and mechanics. Installation of all equipment and materials shall be in strict accordance with manufacturers' recommendations.

Insurance - All bonding and insurance requirements shall be coordinated with the Owner prior to beginning construction. All contractors shall provide and be solely responsible for necessary barricades and safety precautions, and strictly adhere to all governing codes on safety, including the OSHA Act.

01 74 00 - Cleaning and Waste Management
Construction site to be in a clean and orderly condition throughout the construction process. Clean interior spaces prior to the start of finish painting and the application of other finishes. At the conclusion of construction, the project shall be properly cleaned. Remove all waste and surplus materials. Construction debris containers shall be coordinated with owner prior to placement. All construction site debris will be removed daily. Any existing garbage or recycling facilities within or adjacent to the Village Hall Park shall not be used by the contractor for any reason.

01 76 00 - Protecting Installed Construction
Contractor to protect all installed construction. If products or materials come with a protective coating, contractor shall maintain protective coating until construction is complete. Contractor shall replace any items that become defective or damaged.

DIVISION 02 00 00. EXISTING CONDITIONS

02 00 00 - Existing Conditions
Contractor shall review construction documents and provide necessary site work, excavation and grading as required to construct said project.

DIVISION 03 00 00. CONCRETE

03 00 00 - Concrete
Contractor shall review construction documents and provide labor and materials pertaining to concrete and foundations as required in said documents and as specified herein, while complying with all applicable building codes. Signed construction documents stall take precedent whenever in conflict.

03 10 00 - Concrete Forming and Accessories
Provide all labor, materials and equipment necessary for the completion of the plan and reinforced concrete called for on the plans. Concrete when deposited shall have a temperature ranging between a minimum of 50 degrees

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Fahrenheit and a maximum of 90 degrees Fahrenheit. All concrete placement with confirm to current ACI standards.

03 21 00 - Reinforcing Steel
Reinforcing steel (rebar) shall be per plan.

03 30 00 - Footings
Center all footings on walls, piers, or columns above unless otherwise noted. All footings shall rest on undisturbed virgin soil tested for 95 percent compaction. Construction to be per plan.

03 30 01 - Slab Construction
Concrete floor slabs shall be constructed of 4000 psi concrete, 4" thick Place slabs over well-compacted granular fill compacted in 12-inch lifts to 95 percent density per AASHTO T-180 Proctor, and a 4 or 6 mil vapor barrier. Construction or control joints shall be provided in slabs on grade so that the maximum cut pattern will not exceed 12'x12' and will be square whenever possible. Provide smooth steel trowel finish for all interior slab areas. Air entrained concrete will be placed at end exterior conditions. Interior slab shall be protected and free from defects (cracks, spalling, discoloration) is it will be considered a finished product. A final sealing will be performed prior to turnover.

Provide broom finish texture for all exterior slabs. Slope exterior slab away from building

03 35 00 - Concrete Finishing
Provide smooth steel trowel finish for all interior slab areas Provide broom finish texture for all exterior slabs. Slope exterior slabs away from building. All concrete will be cured per ACI standards. All concrete will be sealed with Euco Diamond Hard or equal.
Main Area finish – Polished concrete – Salt and pepper finish Class B aggregate exposure -fine sand to 1/8" or 1/16" max coarse aggregate
Bathrooms #1 &2 – Prepped for epoxy finish
Mech/Storage – Sealed concrete

DIVISION 04 00 00. MASONRY

04 00 00 - Masonry
Contractor shall review construction documents and provide labor and materials pertaining to masonry work as required in said documents and as specified herein, while complying with all applicable building codes.

DIVISION 05 00 00. NOT APPLICABLE

DIVISION 06 00 00. WOOD, PLASTICS, AND COMPOSITES

06 00 00 - Wood, Plastics, and Composites
Contractor shall review construction documents and provide labor and materials pertaining to carpentry work as required in said documents and as specified herein, while complying with all applicable building codes.

Supply and install Solid Surface countertop and upper cabinets as shown on plans

06 10 00 - Rough Carpentry
Lumber shall be of live, sound stock and properly dried. Studs and joists cut to install plumbing and/or wiring shall be reinforced by adding metal or wood structural reinforcing to strengthen member back to original capacity and maintain structural integrity. Holes bored shall not be larger than 1/3 the depth and not closer than 2" to the top or bottom of the joist.

Wood Species: #2 Southern Yellow Pine, Douglas Fir

06 11 00 - Wood Framing

Fascia and Soffit - Provide and install wood fascia and soffit. See construction documents for complete architectural details. Wood fascia board shall comply with plans. For wood soffit install louvered or

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continuous screen soffit vents as required by applicable building codes and roofing manufactures guidelines for ventilation. Per construction documents

Location: exterior perimeter
Finish, Pattern and Color: Color TBD by Owner

Interior Walls
All interior walls shall be wood studs, with single bottom plates and double top plates throughout. Provide solid blocking for all plumbing fixture and mirror installation. Per construction documents

2"x 4" studs placed 16" on center (OC) - typical

Roof Decking –
As noted on construction documents

06 16 00 - Sheathing
As noted on construction documents

DIVISION 07 00 00. THERMAL AND MOISTURE PROTECTION

07 00 00 - Thermal and Moisture Protection
Contractor shall review construction documents and provide labor and materials pertaining to thermal and moisture protection work as required in said documents and as specified herein, while complying with all applicable building codes.

07 10 00 – Waterproofing
All joints and penetrations in walls, floors, and roofs shall be made watertight using approved methods and materials.

Slab Foundation - Install a minimum (6 mil) polyethylene vapor barrier in all slabs, directly underneath concrete. Lap joints not less than 12 inches and tape and seal in accordance with manufacturers' guidelines.

07 13 13 - Felt
On roof surface install a minimum 30 # asphalt impregnated roofing felt. Overlap felt a minimum of 4" vertically and 12" horizontally. Continue felt 6" up all vertical surfaces and 4" over gutter and valley metal. Fasten all edges with large headed galvanized nails on 6" centers.

07 20 00 - Thermal Protection
Exterior walls shall be constructed with Certistud Exterior Insulation and Blown Loose Fill ceiling insulation.

07 31 29.13 – Roofing – Per construction documents

07 46 00 – Siding – James Hardie or equal **- to be approved by owner**

Cedar Shake shingles: 5" exposure

07 72 00 - Roof Accessories

Soffit Vents - Install perforated aluminum or galvanized continuous metal soffit vents every 8'-0"on center (OC).

Ridge Vents - Install aluminum ridge vents at top of ridge for the removal of heated attic air. See construction documents for location.

DIVISION 08 00 00. OPENINGS

08 00 00 - Openings

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Contractor shall review construction documents and provide labor and materials pertaining to the doors and windows as required in said documents and as specified herein.

08 11 00 - Metal Doors and metal Frames
Specification for Metal Doors to be provided by Contractor

Doors – Galvanized exterior Metal Door Per plan size at exterior, Contractor to Provide necessary hardware

08 71 00 - Door Hardware
Finish hardware shall include electronic time locksets at all exterior doors. Interior Door to mechanical area shall be deadbolt lockset. All doors to have closures, locksets and wall bumpers

08 83 00 - Mirrors
Install mirrors as noted in construction documents. Install with silicon sealant and spacer strips per manufacturer's recommendations.

Mirrors (2)
Size of mirror: 1'-6" x 2'-6"- or similar
Shape: rectangular
Edge: Standard
Specify: Framed

DIVISION 09 00 00. FINISHES

09 29 00 - Gypsum Board
Gypsum board must be held firmly against the framing while fastening to avoid later movement of gypsum board on the shank of the nails or screws.

Ceilings: Apply a single layer of 1/2" gypsum wallboard across the supports and fasten with nails or screws. Offset joints between layers at least 10". Ceiling finish shall be smooth

Fire-Rated Gypsum Wallboard: Install 5/8" Type "X" fire-rated gypsum wallboard. Locations where applicable on interior partition walls.
Finish -
Storage room walls – FRP full height
Restroom #1 & 2 – FRP Full height
Main Area – Paint

09 30 00 – Tiling- *alternate*
Installation should be carried out with a slow setting cement adhesive, well mixed per manufacturer recommendations. Grouting of control joints can be executed either with cement-based grout or with resin based organic materials.

Restroom #1 &2 walls (All): Walls shall be installed with a ceramic tile full height

09 50 00 - Ceilings
Ceilings shall have a smooth finish.

09 60 00 – Flooring –
Restroom #1 & 2 Contractor shall properly clean all surfaces to be covered and install Epoxy floor coating with finish to be approved by Owner**.**
Main Area – Polished
Storage Area – Sealed

09 91 13 - Exterior Painting

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Paint/Stain - Prime wood surfaces including faces, edges and ends before installation. After installation, apply at least one coat of wood primer and two coats of finish paint.

Specify Trim Paint: Color TBD by Owner

09 91 23 - Interior Painting
All nail heads shall be set below the surface and finished smooth. Joints should be taped and covered with a suitable drywall joint compound. Sand the spackled nail heads and joint compound smooth and dust well before priming. Interior walls shall receive a primer coat and two coats of flat or semi-gloss paint. Surfaces shall be sanded before each finish layer is applied.

Specify Wall Paint 1: Color TBD by Owner

09 97 23 - Concrete and Masonry Coatings
Allow masonry, concrete and stucco to age at least one month before cleaning or applying a finish. Remove dirt, grease, loose particles, etc. Where efflorescence has occurred, wash with a 10% muriatic solution, rinse thoroughly with clean water and allow to thoroughly dry at least one week before painting or sealing.

Paint: Color TBD

DIVISION 10 00 00. SPECIALITIES

10 00 00 - Specialties

10 28 13 - Toilet Accessories
Restroom facilities must be designed for ease of maintenance.
Specify all stainless steel or chrome plated brass fittings for long lasting quality. Floors and walls (to at least 4'-0" above finished floor) shall be covered with ceramic tile. At a minimum, one lighting fixture to be connected on emergency power.

Sanitary Napkin Waster Receptacles - Specify wall mounted/recessed sanitary napkin waste Receptacles in women's rest rooms (one per stall). All restroom equipment shall be included in construction contract.
Specify: Contractor to supply specification

Tissue Roll Dispenser - A jumbo roll tissue dispenser shall be mounted a maximum of 36 inches from the rear wall to the center of the dispenser, 19 inches above the floor and a minimum of two (2) inches clear below the handrail in wheelchair stalls.
Specify: Contractor to Supply specification

Semi Recessed Electric Dryer
Specify: Contractor to Supply specification

Soap Dispensers to be mounted such that the top is 45" from the floor, accessible by wheelchair, and the level not to exceed 48".
Specify: Contractor to Supply specification

Grab Bars: Per plan Contractor to supply specification

Diaper Changing Stations: Per plan Contractor to supply specification

DIVISION 15 00 00. MECHANICAL DESIGN BUILD

15 00 00 - Mechanical
Contractor shall review construction documents and provide a design build/engineered all electric best value forced air furnace with DX cooling system including all labor and materials to fully service restrooms and storage areas. Ventilation and Heat per local applicable building codes.

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DIVISION 22 00 00. PLUMBING- DESIGN BUILD

22 00 00 - Plumbing
Plumbing shall be a fully operational system of hot and cold water. Provide and install all piping, soil, vents, drains, sewage removal and water supply systems to connect with appropriate water and sewage systems. Provide and install appropriate insulation around piping.

Water Heater – tankless on - demand hot water
Water softer with Irom filter
1 ½" exterior hose bib at storage room on ice rink side.

Lift Station Sewage Ejector – Basin and Lift Station to be designed and engineered by contractor.
Minimum discharge capacity of 20 GPM and capable of passing 2-inch solids.

22 40 00 - Plumbing Fixtures
Restroom toilet fixtures to be flush value touchless operation. Wall set toilets with limited exposed piping in rooms.
Plumbing chase to be primary location for plumbing to minimis exposed pipes
Specify: By Contractor

Faucets to be touchless operation
Include floor mop sink/faucet in mechanical room
Exterior drinking fountain with interior shutoff

DIVISION 26 00 00. ELECTRICAL- DESIGN BUILD

26 00 00 - Electrical
Contractor shall review construction documents and provide design, labor and materials pertaining to the electrical system as required in construction documents and as specified herein, while complying with all applicable building codes, local utility requirements and building restrictions. Exterior lighting to include exterior light over restroom doors. All lighting to be LED
Include exterior eave light at perimeter.
One exterior power outlet at each exterior wall
Two exterior outlets at opposite eaves for Christmas lighting

Refer to Mechanical and Plumbing specification for equipment electrical needs

Specify: By Contractor

DIVISION 31 00 00. EARTHWORK

31 10 00 - Site Clearing
The area of clearing shall be maintained within the limits shown on the appropriate site plans. Remove stumps and matted roots to a depth of 12 inches below existing ground surface. Remove material from the site as it accumulates. Do not allow water material to accumulate for more than 48 hours.

31 11 00 - Clearing and Grubbing
Clear and grub the construction site. Grade building site with appropriate soils.

31 20 00 - Earth Moving
Excavate bottom of all foundation walls and footings at building perimeter a minimum of 12" below frost line and 20" wide,. Base of footings shall extend down to undisturbed virgin soil which has been compacted to 95 percent proctor density. All excavation shall be to a level below existing demolition debris.

31 22 00 - Grading

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Carefully remove loam and topsoil to be incorporated in the finished work and store separate from the other excavated material. Failure to isolate loam and topsoil from the other excavations shall require that said soils not be used as topsoil.

31 22 13 - Rough Grading
Prior to commencement of earthwork, perform such soil and rock removal and filling as may be required to facilitate the progress of the work and bring all elevations to the rough grade lines indicated on the Contract Documents. Fill or backfill as required.

31 22 19 - Finish Grading
Keep exterior finished grade a minimum of 6 1/2" below finished floor elevation (see construction documents for exact locations) by backfilling with appropriate soils. Provide swales with positive outfall and slope grade away from building to allow water to drain away from the building foundation. Any excess material shall be removed onsite.

31 23 23.13 - Backfill
Correct any part of the trench bottom excavated below the specified grade with approved materials and thoroughly compact.
Complete all backfilling to the dimensions and levels shown on the construction documents. Refer to Plan for backfill requirements of free draining granular material w/ drain tile per plans at building wall elevations

31 25 00 - Erosion and Sedimentation Controls
Clear the top layer of soil and place in a designated area for use at the end of the project. Provide swales with positive outfall, and slope grade away from building to allow water to drain away from the foundation. Backfill around building with subsoil graded free of lumps larger than 3", rocks larger than 1" and debris.

DIVISION 32 00 00. EXTERIOR IMPROVEMENTS

Refer to Site plan for ball field re-alignment – Include cost for grading and 4" gravel. Existing gravel to be reclaimed as available.
Backstop fencing to be reclaimed and install as required

DIVISION 33 00 00. UTILITIES

33 00 00 - Utilities
Install necessary utility services, such as electricity, natural gas, sanitary sewer, and support structures for power.
Coordination of installation for electrical by contractor. Installation on sanitary line with lift station by contractor.
Installation of water line by contractor.
Contractor is responsible for coordinating and fees associated with utility connections

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Exhibit E

Insurance and Bonds

Capitalized terms not defined herein shall have the meaning set forth in the Contract Documents. To the extent of any conflict between the terms and conditions of this Exhibit, and the Contract Documents, the terms and conditions of this Exhibit shall control.

1. Insurance. The Contractor shall maintain insurance, as described in this Exhibit, uninterrupted for the duration of the Work including any warranty periods and any additional work, and thereafter as specified below, which shall protect the Contractor and others for whom and/or to whom the Contractor may be liable, for liabilities in connection with the Work performed by or on behalf of the Contractor, its direct or indirect agents, representatives, employees, or subcontractors, consultants, suppliers, of any tier (hereinafter referred to as "Subcontractors") under the Contractor.

   a. Workers Compensation and Liability Insurance. The Contractor's policies of insurance shall meet the following requirements and minimum limits of liability:

Required Insurance	**Minimum Limits of Liability**
Workers Compensation	In compliance with statutory requirements
Employers Liability	$1,000,000 each accident $1,000,000 disease-policy limit $1,000,000 disease-each employee
Commercial General Liability	$2,000,000 each occurrence $2,000,000 personal and advertising injury $2,000,000 products/completed operations aggregate $4,000,000 general aggregate per project
Business Automobile Liability	$1,000,000 combined single limit each accident
Crime (including third party liability)	$3,000,000 each occurrence
Professional Liability / Errors & Omissions	$4,000,000 each claim or wrongful act $4,000,000 aggregate
Pollution / Environmental Liability	$5,000,000 each incident or claim $5,000,000 aggregate
Umbrella / Excess Liability	$10,000,000 each occurrence $10,000,000 products/completed operations aggregate $10,000,000 general aggregate

   b. Workers Compensation and Liability Insurance Policy Requirements. The Contractor's insurance shall meet the following requirements:

      i. Workers Compensation insurance in compliance with statutory requirements and Employer's Liability insurance, including Stop Gap Liability coverage where applicable, where the Work will be performed, even if any applicable state allows certain employers to "opt out" of coverage.

      ii. Commercial General Liability insurance must (i) be written on the most current edition of the Insurance Services Office's Commercial General Liability Coverage Form CG 00 01 or equivalent, (ii) be maintained for a period of three (3) years after the date the Work is substantially complete,

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iii. provide a general aggregate limit of liability applicable on a "per project" basis, (iv) include additional insured status for persons or parties defined as Additional Insureds in Section 1.5. of this Exhibit (hereinafter referenced as Additional Insureds). Additional insured status shall apply via the Insurance Services Office's forms CG 2010 and CG 2037 or equivalent (unless prohibited under applicable state law), providing coverage for ongoing and products/completed operations, and (v) include an Insurance Services Office's Electronic Data Liability endorsement, Form # CG 04 65 04 13, or equivalent.

c. Business Automobile Liability insurance must (i) be written on the most current edition of the Insurance Services Office's Business Auto Coverage Form CA 00 01 or equivalent, (ii) include coverage for both property damage and bodily injury claims for any auto, trailer, or any other equipment licensed for road use, used in connection with the Work including all owned, hired, leased, and non-owned autos or autos otherwise operated by or on behalf of Contractor, and (iii) contain an MCS-90 endorsement or equivalent, as required by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, if the Work includes any transportation of hazardous materials by or on behalf of the Contractor.

d. Crime insurance will provide coverage for any loss sustained by Contractor, Owner or Owner's Owners as a result of any dishonest act by any party directly or indirectly employed by Contractor (whether acting alone or in collusion with others), including but not limited to theft, forgery, fraud, alteration or transfer of funds (electronically or otherwise) where Contractor has control of or access to premises, tangible property, computer systems, accounts, money or securities. This policy will name Owner as a loss payee.

e. Pollution / Environmental Liability insurance, if applicable to the Contractor's Work as outlined in Paragraph 1.1., must (i) be maintained for a period of three (3) years after completion of the Work, (ii) include transportation coverage for loading, unloading, and transporting of waste from the Project Site to the final disposal location with an endorsement scheduling the non-owned facility if transportation of waste is included in the Work, (iii) not exclude asbestos, lead-based paint, or mold, (iv) cover replacement, clean-up, restoration, or defense costs and products-completed operations as a result of pollution conditions, (v) include additional insured status for persons or parties defined as Additional Insureds. Asbestos abatement contractors or consultants must be licensed and/or certified per statutory requirements.

f. The Contractor may structure the required insurance coverage in any combination of primary, excess or umbrella liability policies to satisfy the total limits of liability for the coverage required herein as long as such insurance satisfies the requirements of this Exhibit and is clearly identified on insurance certificates.

g. Claims-made insurance shall have a policy retroactive date that coincides with or predates the commencement date of the Contract Documents. In the event that any insurance required by the Contract Documents is written on a claims-made basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period of not less than three (3) years, unless otherwise stated in this Exhibit or the Contract Documents, beginning at the time obligations under the Contract Documents, including any warranty periods and any additional work performed, have been satisfied or discharged.

h. All liability insurance required of the Contractor where Additional Insured status is required herein must include an endorsement stating that the coverage afforded by the Contractor's policies, whether primary or excess insurance, for the benefit of the Additional Insureds shall be primary insurance and not excess over, or contributing with, any insurance or self-insurance maintained by Additional Insureds. A waiver of subrogation shall apply on the general liability and workers' compensation insurance, in favor of the Additional Insureds. Additional Insureds' coverage will apply to the full limits of liability maintained by the Contractor through exhaustion of those limits, whether those limits of liability are in excess of those required in the Contract Documents. The Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the insurer's limit of liability. The Contractor's obligation to

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maintain the insurance coverages stipulated in this Exhibit shall be in addition to, and not in lieu of, the Contractor's other obligations hereunder, and the Contractor's liability to Additional Insureds shall not be limited to the amount of coverage required hereunder. Cross liability, severability of interest, separation of insureds, or similar exclusions shall not apply.

2. Property Insurance.

a. Builder's Risk Insurance. The Owner will provide and maintain builder's risk insurance written on an "all risk" or equivalent policy form covering work to be performed by or on behalf of Contractor at the Project Site in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications or Change Orders, cost of materials supplied or installed by others, including the value of any Owner direct purchases, comprising the total value for the entire Project at the site on a replacement cost basis and subject to reasonable deductibles not to exceed $100,000 per loss, except for reasonable industry standard deductibles, as of the effective date of this coverage, for loss caused by windstorm, flood, and earthquake. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries under such insurance, until the Project has reached substantial completion. The insurance will include the Owner, the Contractor, and Subcontractors of any tier, as insureds and shall insure against perils of fire (with extended coverage); theft; vandalism; malicious mischief; rigging and hoisting; cold, hot, and start-up testing; collapse; windstorm; flood; earthquake; terrorism; debris removal and such other perils, as are customarily insured under this type of insurance policy. The coverage shall extend to property in transit and at off-site storage facilities. Notwithstanding the foregoing to the contrary, the Contractor shall maintain installation floater coverage in the amount of full replacement value for any materials, equipment, machinery and supplies owned by the Contractor.

b. Waiver of Claims; Subrogation. To the extent of coverage afforded by builder's risk or any other property or equipment insurance applicable to the Work or equipment used in the performance of the Work, regardless of whether such insurance is owned by or for the benefit of Contractor, Owner, or any of their respective agents, employees, or Subcontractors if any, Contractor and Owner agree to waive all rights of subrogation against each other and any of their agents, employees and Subcontractors, whether under subrogation or otherwise for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance.

c. Deductible. If (i) the Work suffers an insurable loss, (ii) the loss is due in part, directly or indirectly, to the negligence of Contractor, and (iii) an insurance deductible amount is applied to the loss payable under builder's risk or other property insurance applicable to the Work, Contractor will be liable to Owner for the deductible amount. Contractor will promptly pay Owner, upon demand, for any such deductible amount, and Owner may offset the deductible amount against any amounts due Contractor under the Contract Documents.

d. Loss Payable. Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor OR Owner, as trustee, or to Owner and Contractor, as joint trustees for the insureds as their interests may appear, subject to the requirements of any applicable mortgage or loss payable provisions.

e. Personal Property. Contractor hereby releases Owner from all claims for loss or damage to or loss of use of Contractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Contractor deems appropriate. Contractor shall require a similar release of Subcontractors. In addition, if Owner permits Contractor to use tools, equipment or other property that is owned, leased or otherwise in the Owner's possession Contractor's use will be at its sole risk and Contractor will indemnify Owner against any claims and/or damages, including but not limited to attorney's fees and court costs, arising out of the Contractor's use of the tools, equipment or other personal property.

3. Additional General Insurance Requirements. The Contractor's policies of insurance set forth in Paragraphs 1 and 2 above must meet the following requirements:

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User Notes: (1281574712)

a. Contractor's required insurance policies must: (i) be placed with insurers that maintain a rating of not less than A- VII from the current *Best's Key Rating Guide* during the Work, (ii) be placed with duly licensed insurers, authorized to transact business in the state where the Work will be performed, and (iii) not be cancelled until the Contractor has provided thirty (30) days prior written notice to the Owner and to each of the Additional Insureds to whom a certificate of insurance has been issued, for reasons other than non-payment of premium in which a ten (10) day notice will be provided. If at any time one of the foregoing policies shall fail to meet the requirements under the Contract Documents, the Contractor shall promptly obtain a new policy(ies), and shall submit evidence of the same to the Owner, with the appropriate documentation, for approval. Owner in no way warrants that the above-required minimum Best rating is sufficient to protect the Contractor from potential insurer insolvency. Failure of Contractor to maintain the insurance required in the Contract Documents shall constitute a material breach of contract, and, at the Owner's options, shall allow Owner to terminate the Contract Documents for cause, exclude Contractor from the Project Site, or withhold payment, or Owner may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Contractor or offset the costs of such insurance against amounts due Contractor under the Contract Documents.

b. Contractor agrees to waive all rights of subrogation against the Owner, its employees, directors, officers, agents, and any other persons or parties specifically required to be included as Additional Insureds, with respect of any loss, damage, claim, suit, or demand, howsoever caused: (i) to real or personal property, vehicles, equipment, tools, aircraft, etc. owned, leased or used by Contractor or others on behalf of Contractor and their employees, agents, Subcontractors; and (ii) to the extent such loss, damage, claim, suit, or demand is, or should be, afforded coverage by the Contractor's required insurance or any other insurance maintained by the Contractor. This waiver shall apply to all first party property, equipment, vehicle, aircraft, watercraft, workers' compensation claims (unless prohibited under applicable state statutes), and all third party liability claims. This waiver shall apply to all deductibles, retentions, or self-insured layers applicable to the Contractor's required insurance or any other insurance maintained by the Contractor. If necessary, Contractor agrees to endorse the required insurance policies to permit waivers of subrogation as required in the Contract Documents. Contractor further agrees to hold harmless and indemnify Additional Insureds for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from the insurers. This provision does not apply to the Professional Liability / Errors and Omissions insurance required herein.

c. Contractor shall provide Certificates of Insurance to the Owner prior to the start of the Work on the Project site. Such Certificates of Insurance must be in a form and substance reasonably acceptable to the Owner, signed by a properly authorized representative of the insurer(s), and provide satisfactory evidence that the Contractor has complied with all insurance requirements, including (i) additional insured status, (ii) waiver of subrogation, and (iii) confirmation that coverage applies on a primary and non-contributory basis, for the benefit of the Additional Insureds.

d. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under the Contract Documents. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverages. The insurance coverages and limits required by the Contract Documents do not limit Contractor's responsibilities and liabilities specified within the Contract Documents or under law. Any acceptance of Certificates of Insurance by Owner shall in no way limit or relieve Contractor of its duties and responsibilities under the Contract Documents, including any duty to indemnify and hold harmless Owner.

e. In the case of loss or damage or other event involving Owner that requires notice or other action under the terms of any insurance coverage specified in this provision, Contractor will be solely responsible to take such action. Contractor will provide Owner with prompt notice of such loss or damage or other event and will provide such other information as Owner may request, including material copies of insurance policies required in this Exhibit, where additional insured status applies.

f. Contractor may, with Owner's prior approval (which shall not be unreasonably withheld), elect to self-insure, in whole or in part, in the amounts and types of insurance required herein. Contractor

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User Notes: (1281574712)

will i) maintain a separate reserve or trust for its self-insurance, ii) provide to Owner a copy of the most recent evaluation of its self-insurance funds prepared by an independent actuary, iii) warrant that its self-insurance fund will comply with applicable laws and regulations, and iv) fund its self - insurance funds in accordance with the recommendations of the independent actuary and assure that funds are available at all times to pay claims in the amounts required by this section.

g. The funding of deductibles and self-insured retentions, if any, maintained by Contractor shall be the sole responsibility of Contractor, unless otherwise agreed to in the Contract Documents, including any deductibles or self-insured retentions applicable to claims involving the Owner and any other persons or parties specifically required to be included as an Additional Insureds.

h. The requirements set forth above as to types, minimum limits, terms and conditions, acceptability of insurers, and approval of insurance coverage to be maintained by Contractor, or the availability or unavailability of such insurance coverage, will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract Documents or under law. Contractor's obligation to maintain the insurance stipulated in this section shall be in addition to, and not in lieu of, Contractor's other obligations hereunder, and Contractor's liability to Owner shall not be limited to the amount of coverage required hereunder. In the event other insurance requirements are set forth in the Contract Documents, such requirements or limits shall not eliminate or reduce the requirements within this Exhibit.

4. Insurance Requirements for Subcontractors. Except to the extent otherwise stated in the Contract Documents or the Owner agrees in writing, Contractors shall require, in writing, that each subcontractor maintain insurance coverage substantially consistent with what is set forth herein; however, Vendor may alternatively elect to (1) insure subcontractors' actions under its own insurance policies, where applicable and/or (2) modify subcontractors' insurance requirements as long as the requirements are not below customary industry standard insurance coverage with the understanding that should a claim arise, any deficiencies in subcontractors' insurance shall be the Vendor's responsibility.

1.6 Performance and Payment Bonds. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Unless otherwise approved by Owner, surety bonds shall be issued by insurance companies licensed to do business within the jurisdiction in which the Work will be performed and listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570, as amended)*. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished to the Owner.

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User Notes: (1281574712)

Hakanson Anderson

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763-427-5860
www.haa-inc.com

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Steven Hegland, City Engineer

DATE: September 17, 2026

RE: Drainage and Utility Easements and Change Order #4 on the 2026 Street Improvement Project

---

Purpose

The purpose of this item is to request the City Council review and approval of the Drainage and Utility Easements over side yard storm sewer and the review and approval of Change Order #4 for the extension of the sideyard storm sewer.

Drainage and Utility Easements

As part of the project design, the City planned to replace two existing storm sewer lines located between residential properties. Traditional replacement through open-cut trenching would have resulted in significant impacts to adjacent residents, landscaping, and mature trees. To minimize these impacts, the City elected to bid the work using horizontal directional boring, allowing the new storm sewer pipes to be installed alongside the existing infrastructure while minimizing surface disturbance.

As we were preparing for their construction, staff discovered that while the City had prescriptive rights to the existing storm sewer lines, no recorded easements existed for the storm sewer. Because the proposed storm sewer alignments parallel the existing lines, staff initiated the process of obtaining and documenting permanent utility easements to address potential future ownership and maintenance concerns and to ensure the proposed improvements are properly protected.

The first easement location is along Heathcote Road between 3986 and 3954 Heathcote Road. At this location, runoff from the neighborhood entrance is conveyed through an existing storm sewer pipe located between the homes and discharged to a drainage system serving the rear yards. The proposed improvement consists of installing a new 12-inch storm sewer pipe adjacent to the existing line.



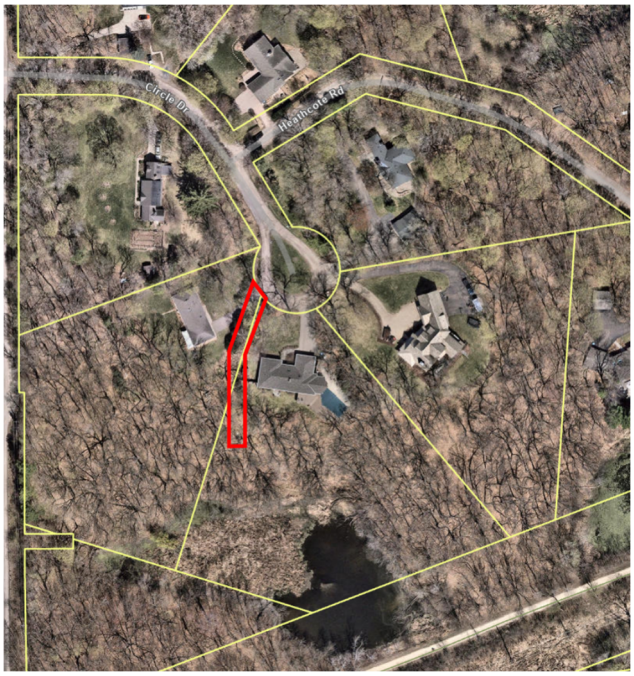
Approximate Location Storm Replacement Location on Heathcote Drive

The second location is located off Circle Drive, where an existing storm sewer pipe collects runoff from the cul-de-sac turnaround and conveys it between the properties at 4282 Circle Drive and 4262 Circle Drive. Similar to the Heathcote Road location, the proposed replacement storm sewer will be installed adjacent to the existing pipe using horizontal directional boring to minimize impacts to the surrounding properties, landscaping, and trees.

Staff have prepared legal descriptions and easement exhibits for the proposed storm sewer alignments at both locations and have contacted all four affected property owners to discuss the proposed improvements. During these discussions, staff explained the benefits of completing the work now while roadway construction activities are already occurring in the area, thereby reducing future disruption to the properties and avoiding the need for more extensive excavation methods. Staff also explained that obtaining permanent drainage and utility easements is necessary to allow construction of the new storm sewer facilities and to provide the City with future access for inspection, maintenance, and replacement of the infrastructure.

All four easement documents are attached for Council review. Staff recommend approval of the easements to facilitate the proposed storm sewer improvements and ensure the City has properly documented rights for the installation, operation, and long-term maintenance of the stormwater infrastructure.

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Approximate Location Storm Replacement Location on Circle Drive

Project Change Order

During discussions regarding the proposed easements, staff held conversations with the affected property owners about the planned improvements. As part of those discussions with the homeowners along Heathcote Road, staff became aware that the existing storm sewer system was not functioning as depicted on the City's utility maps.

Based on available records, staff had believed the storm sewer historically discharged to the surface and conveyed runoff across the rear yards. Over time, several sections of the pipe became exposed, and it was assumed that the system had begun discharging through open joints rather than at the end of the pipe.

To verify the existing conditions, staff performed additional field investigation, including hand excavation along the storm sewer alignment and testing the system using the Public Works water truck. Through this investigation, staff determined that the storm sewer line is connected to an existing storm drainage system extending from Thorpe Park through the rear yards. Based on the field observations, the connection appears to be a direct pipe connection rather than through a junction structure.

In response, staff revised the proposed design to extend the directionally bored storm sewer farther west and connect directly to the existing storm sewer system through a new manhole structure. A plan sheet showing the revised improvements is attached to this memorandum.

The contractor has submitted a change order to furnish and install the additional directionally bored storm sewer pipe, construct the new manhole, and make the connection to the existing storm sewer system. The contractor's cost for this additional work is $21,000. Because the revised design eliminates the need for the previously bid flared end section and riprap, a credit of $2,784 will be applied to the project. The resulting net increase associated with the change order is $18,216.

Hakanson Anderson

To accommodate the additional work and staging to procure the easements, the contractor has requested a one-week extension to the contract completion date. Staff have reviewed the request and believe the additional time is reasonable. Staff recommend approval of the change order in the amount of $18,216 and the associated one-week contract time extension.

The change orders to date on the project have included the clay trench at the Montgomerie BMP (CO#1), the addition of the sidewalk along Minnetonka Boulevard (CO#2) and the addition of the pedestrian crossing at Amesbury and Heathcote Road (CO#3)

Funding

The overall budget on the Street Improvement Project continues to track under the initial contract amount. Staff would anticipate using proceeds from the bonding of the project for this change order or stormwater funds of those bond proceeds are exhausted.

Recommendation

We would recommend the City Council approve the drainage and utility easements as presented and review and approve Changer Order #4.

Hakanson Anderson

DRAINAGE & UTILITY EASEMENT

This Perpetual and Permanent Drainage and Utility Easement is made this _____ day of September, 2026, by Robert Hinton & Danielle Hinton, individual persons (hereinafter "Grantor"), in favor of the City of Deephaven, a municipal corporation organized under the laws of the State of Minnesota (hereinafter "Grantee").

RECITALS

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota, legally described on Exhibit A (hereinafter "Property"); and

B. Grantor desires to grant to Grantee, for good and valuable consideration, a perpetual and permanent drainage and utility easement as legally described and depicted on Exhibit B, according to the terms and conditions contained herein; and

C. Grantee desires to accept such a drainage and utility easement for the benefit of the public according to the terms and conditions contained herein.

NOW THEREFORE, Grantor, in consideration of one dollar and other good and valuable consideration provided and paid by Grantee, the receipt and sufficiently of which is hereby acknowledged, hereby grants to Grantee the following:

PERMANENT AND PERPETUAL DRAINAGE AND UTILITY EASEMENT

1. **GRANT OF EASEMENT.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following permanent and perpetual drainage and utility easement:

   a. Grantor hereby grants and conveys to Grantee this permanent and perpetual easement for drainage and utility purposes (hereinafter "Easement") as legally described and depicted on the attached **Exhibit B**, on, over, under, and across those portions of the Property as legally described on the attached **Exhibit A.** The Easement shall be permanent, perpetual, shall run with the land, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Easement shall be nonexclusive; provided, however, this Easement shall be prior to and superior to any other easement hereafter granted. Any future easement shall be subject to and subordinate to,

and shall not interfere with, the Easement without the consent, in writing, of Grantee. Grantor shall not interfere with Grantee's use of the Easement.

b. Grantee, its employees, agents, contractors and assigns are hereby granted the unfettered and unobstructed right to access and use the Easement for the purpose of constructing, reconstructing, utilizing, inspecting, repairing, and maintaining the easement area and any now or later constructed utility and drainage facilities therein. The Easement granted herein also includes the right to cut, trim, or remove from the Property trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the Easement or facilities of the Grantee, its successors or assigns. Grantee shall have the right to use and remove all earthen materials, structures, improvements and obstructions which lie within the boundaries of the easement described herein, including the right of clearing the easement area to allow for the use of the land for drainage, utilities or as otherwise as stated herein. Further, Grantee shall have the right of ingress and egress across the easement and appurtenant area for the purposes as set forth herein.

c. In addition to conveying the above-described easements, Grantor covenants that it is the lawful owner, is in lawful possession of the Property and maintains the unqualified lawful right and authority to convey and grant the Easement described herein. Further, the undersigned party covenants that (s)he is the lawful authorized signatory for Grantor and is fully empowered to bind Grantor to all terms and conditions set forth herein.

d. The Recitals to this Easement are incorporated by reference herein.

e. The Attached Exhibit A and Exhibit B are incorporated by reference herein.

f. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, their successors, heirs and assigns.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

Danielle Hinton

By_____

Robert Hinton

By _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Robert Hinton, individual person..

_____
Notary Public

NOTARY STAMP OR SEAL

GRANTEE:
City of Deephaven, Minnesota

By _____
Kent Carlson, Mayor

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Kent Carlson as Mayor of the City of Deephaven, a Minnesota municipal corporation, on behalf of the city and pursuant to the authority of the City Council.

_____
Notary Public

NOTARY STAMP OR SEAL

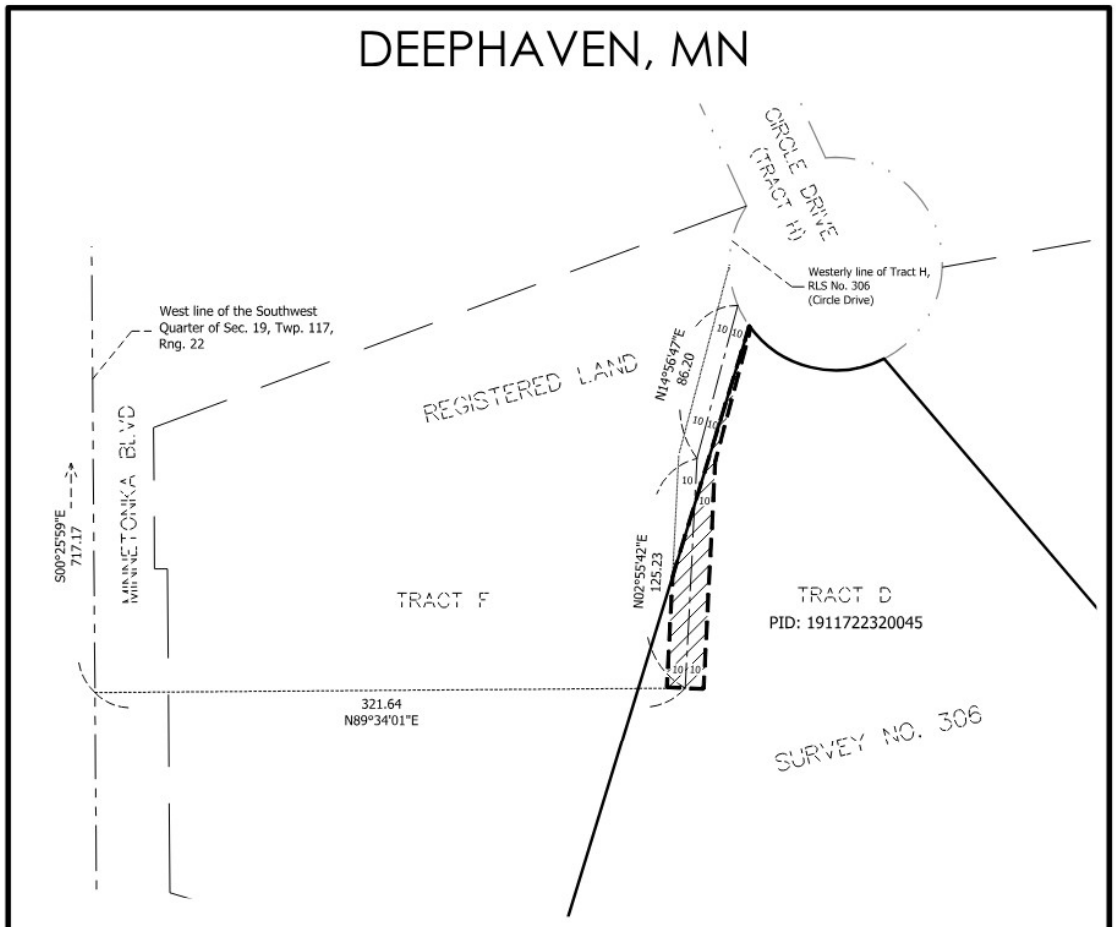
EXHIBIT A

THE PROPERTY DESCRIPTION

Tract D, REGISTERED LAND SURVEY NO. 306, according to the recorded plat thereof, Hennepin County, Minnesota

EXHIBIT B

PERMANENT AND PERPETUAL DRAINAGE AND UTILITY EASEMENT DESCRIPTION



PERMANENT DRAINAGE AND UTILITY EASEMENT

A 20.00 foot permanent easement for drainage and utility easements over, under, and across that part of Tract D, REGISTERED LAND SURVEY NO. 306, according to the recorded plat thereof, Hennepin County, Minnesota, the centerline is described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 19, Township 117, Range 22, said County; thence South 00 degrees 25 minutes 59 seconds East, assumed bearing along the west line of said Southwest Quarter, a distance of 717.17 feet; thence North 89 degrees 34 minutes 01 second East, 321.64 feet to the point of beginning; thence North 02 degrees 55 minutes 42 seconds East, 125.23 feet; thence North 14 degrees 56 minutes 47 seconds East, 86.20 feet to the westerly line of said Tract H, and said centerline there terminating.

The sidelines of said easement are to terminate on said westerly line of Tract H, thereof.

Drainage and Utility Easement (±2,159 sq. ft.)

N

0 40 80

SCALE IN FEET

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

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

DATE SEPTEMBER 16, 2026 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

NAME 193807541_V605.dwg

DRAWN DJR

PROJ. NO. 193807541

Plot Date: 09/16/2026 - 8:38am
Drawing name: \\us042-ppfs01\shared_projects\193807541\draft\sig\02 - SURVEY\CAD\Easements\193807541_V605.dwg

DRAINAGE & UTILITY EASEMENT

This Perpetual and Permanent Drainage and Utility Easement is made this _____ day of September, 2026, by Thomas Smith & Diana Martinez, individual person (hereinafter "Grantor"), in favor of the City of Deephaven, a municipal corporation organized under the laws of the State of Minnesota (hereinafter "Grantee").

RECITALS

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota, legally described on Exhibit A (hereinafter "Property"); and

B. Grantor desires to grant to Grantee, for good and valuable consideration, a perpetual and permanent drainage and utility easement as legally described and depicted on Exhibit B, according to the terms and conditions contained herein; and

C. Grantee desires to accept such a drainage and utility easement for the benefit of the public according to the terms and conditions contained herein.

NOW THEREFORE, Grantor, in consideration of one dollar and other good and valuable consideration provided and paid by Grantee, the receipt and sufficiently of which is hereby acknowledged, hereby grants to Grantee the following:

PERMANENT AND PERPETUAL DRAINAGE AND UTILITY EASEMENT

1. **GRANT OF EASEMENT.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following permanent and perpetual drainage and utility easement:

   a. Grantor hereby grants and conveys to Grantee this permanent and perpetual easement for drainage and utility purposes (hereinafter "Easement") as legally described and depicted on the attached **Exhibit B**, on, over, under, and across those portions of the Property as legally described on the attached **Exhibit A.** The Easement shall be permanent, perpetual, shall run with the land, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Easement shall be nonexclusive; provided, however, this Easement shall be prior to and superior to any other easement hereafter granted. Any future easement shall be subject to and subordinate to,

and shall not interfere with, the Easement without the consent, in writing, of Grantee. Grantor shall not interfere with Grantee's use of the Easement.

b. Grantee, its employees, agents, contractors and assigns are hereby granted the unfettered and unobstructed right to access and use the Easement for the purpose of constructing, reconstructing, utilizing, inspecting, repairing, and maintaining the easement area and any now or later constructed utility and drainage facilities therein. The Easement granted herein also includes the right to cut, trim, or remove from the Property trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the Easement or facilities of the Grantee, its successors or assigns. Grantee shall have the right to use and remove all earthen materials, structures, improvements and obstructions which lie within the boundaries of the easement described herein, including the right of clearing the easement area to allow for the use of the land for drainage, utilities or as otherwise as stated herein. Further, Grantee shall have the right of ingress and egress across the easement and appurtenant area for the purposes as set forth herein.

c. In addition to conveying the above-described easements, Grantor covenants that it is the lawful owner, is in lawful possession of the Property and maintains the unqualified lawful right and authority to convey and grant the Easement described herein. Further, the undersigned party covenants that (s)he is the lawful authorized signatory for Grantor and is fully empowered to bind Grantor to all terms and conditions set forth herein.

d. The Recitals to this Easement are incorporated by reference herein.

e. The Attached Exhibit A and Exhibit B are incorporated by reference herein.

f. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, their successors, heirs and assigns.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

Diana Martinez

By_____

Thomas Smith

By _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Thomas Smith, individual person..

_____
Notary Public

NOTARY STAMP OR SEAL

GRANTEE:
City of Deephaven, Minnesota

By _____
Kent Carlson, Mayor

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Kent Carlson as Mayor of the City of Deephaven, a Minnesota municipal corporation, on behalf of the city and pursuant to the authority of the City Council.

_____
Notary Public

NOTARY STAMP OR SEAL

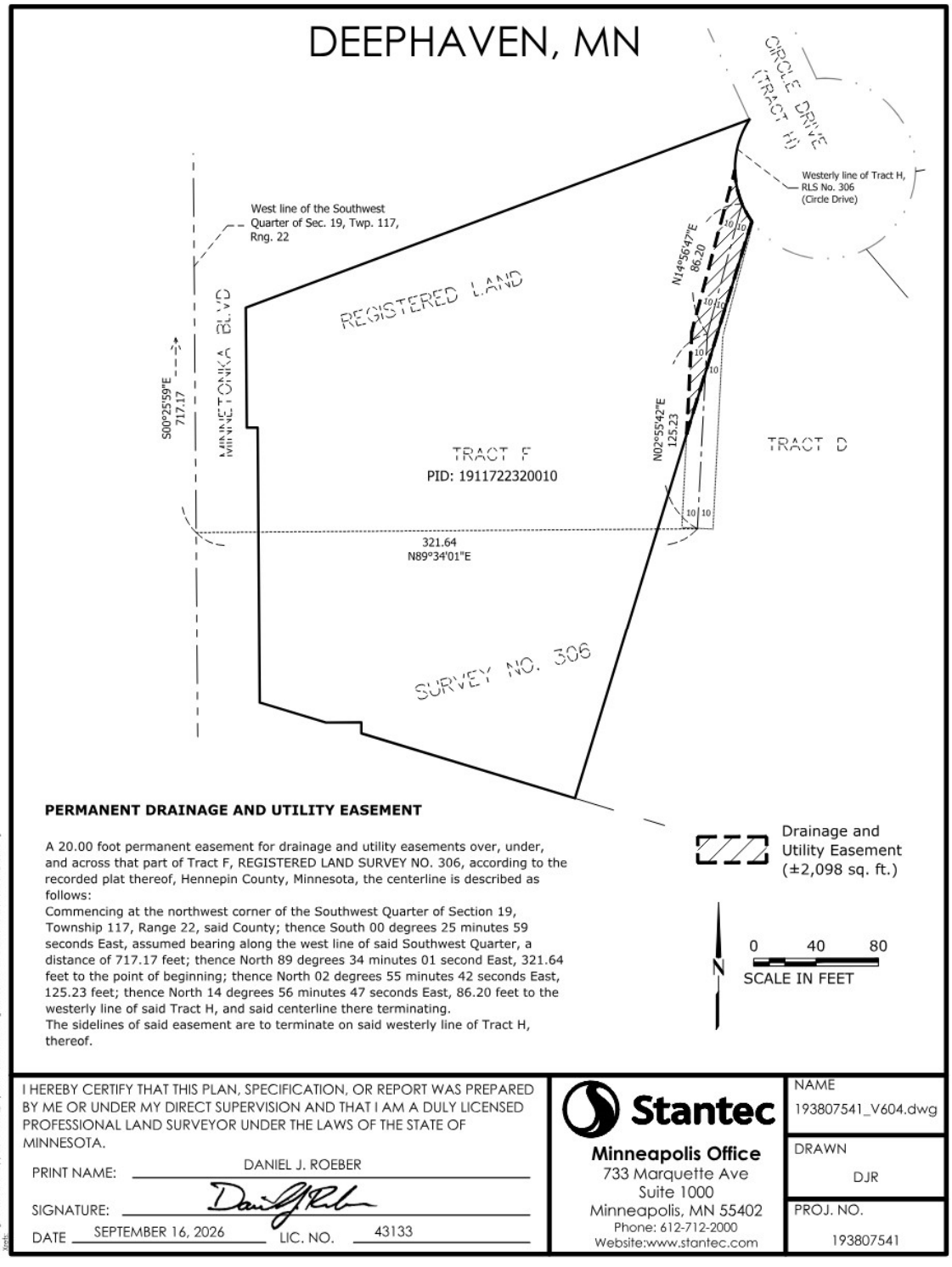
EXHIBIT A

THE PROPERTY DESCRIPTION

Tract F, REGISTERED LAND SURVEY NO. 306, according to the recorded plat thereof, Hennepin County, Minnesota

EXHIBIT B

PERMANENT AND PERPETUAL DRAINAGE AND UTILITY EASEMENT DESCRIPTION



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

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: Daniel J. Roeber

DATE SEPTEMBER 16, 2026 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

NAME 193807541_V604.dwg

DRAWN DJR

PROJ. NO. 193807541

Plot Date: 09/16/2026 - 8:24am
Drawing name: \\us042-ppfss01\shared_projects\193807541\draftingV02 - SURVEY\CAD\Easements\193807541_V604.dwg

DRAINAGE & UTILITY EASEMENT

This Perpetual and Permanent Drainage and Utility Easement is made this _____ day of September, 2026, by Timothy Olson & Marilyn Olson, individual persons (hereinafter "Grantor"), in favor of the City of Deephaven, a municipal corporation organized under the laws of the State of Minnesota (hereinafter "Grantee").

RECITALS

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota, legally described on Exhibit A (hereinafter "Property"); and

B. Grantor desires to grant to Grantee, for good and valuable consideration, a perpetual and permanent drainage and utility easement as legally described and depicted on Exhibit B, according to the terms and conditions contained herein; and

C. Grantee desires to accept such a drainage and utility easement for the benefit of the public according to the terms and conditions contained herein.

NOW THEREFORE, Grantor, in consideration of one dollar and other good and valuable consideration provided and paid by Grantee, the receipt and sufficiently of which is hereby acknowledged, hereby grants to Grantee the following:

PERMANENT AND PERPETUAL DRAINAGE AND UTILITY EASEMENT

1. **GRANT OF EASEMENT.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following permanent and perpetual drainage and utility easement:

   a. Grantor hereby grants and conveys to Grantee this permanent and perpetual easement for drainage and utility purposes (hereinafter "Easement") as legally described and depicted on the attached **Exhibit B**, on, over, under, and across those portions of the Property as legally described on the attached **Exhibit A.** The Easement shall be permanent, perpetual, shall run with the land, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Easement shall be nonexclusive; provided, however, this Easement shall be prior to and superior to any other easement hereafter granted. Any future easement shall be subject to and subordinate to,

and shall not interfere with, the Easement without the consent, in writing, of Grantee. Grantor shall not interfere with Grantee's use of the Easement.

b. Grantee, its employees, agents, contractors and assigns are hereby granted the unfettered and unobstructed right to access and use the Easement for the purpose of constructing, reconstructing, utilizing, inspecting, repairing, and maintaining the easement area and any now or later constructed utility and drainage facilities therein. The Easement granted herein also includes the right to cut, trim, or remove from the Property trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the Easement or facilities of the Grantee, its successors or assigns. Grantee shall have the right to use and remove all earthen materials, structures, improvements and obstructions which lie within the boundaries of the easement described herein, including the right of clearing the easement area to allow for the use of the land for drainage, utilities or as otherwise as stated herein. Further, Grantee shall have the right of ingress and egress across the easement and appurtenant area for the purposes as set forth herein.

c. In addition to conveying the above-described easements, Grantor covenants that it is the lawful owner, is in lawful possession of the Property and maintains the unqualified lawful right and authority to convey and grant the Easement described herein. Further, the undersigned party covenants that (s)he is the lawful authorized signatory for Grantor and is fully empowered to bind Grantor to all terms and conditions set forth herein.

d. The Recitals to this Easement are incorporated by reference herein.

e. The Attached Exhibit A and Exhibit B are incorporated by reference herein.

f. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, their successors, heirs and assigns.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

Marilyn Olson

By_____

Timothy Olson

By _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, _____, individual person..

_____
Notary Public

NOTARY STAMP OR SEAL

GRANTEE:
City of Deephaven, Minnesota

By _____
Kent Carlson, Mayor

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Kent Carlson as Mayor of the City of Deephaven, a Minnesota municipal corporation, on behalf of the city and pursuant to the authority of the City Council.

_____
Notary Public

NOTARY STAMP OR SEAL

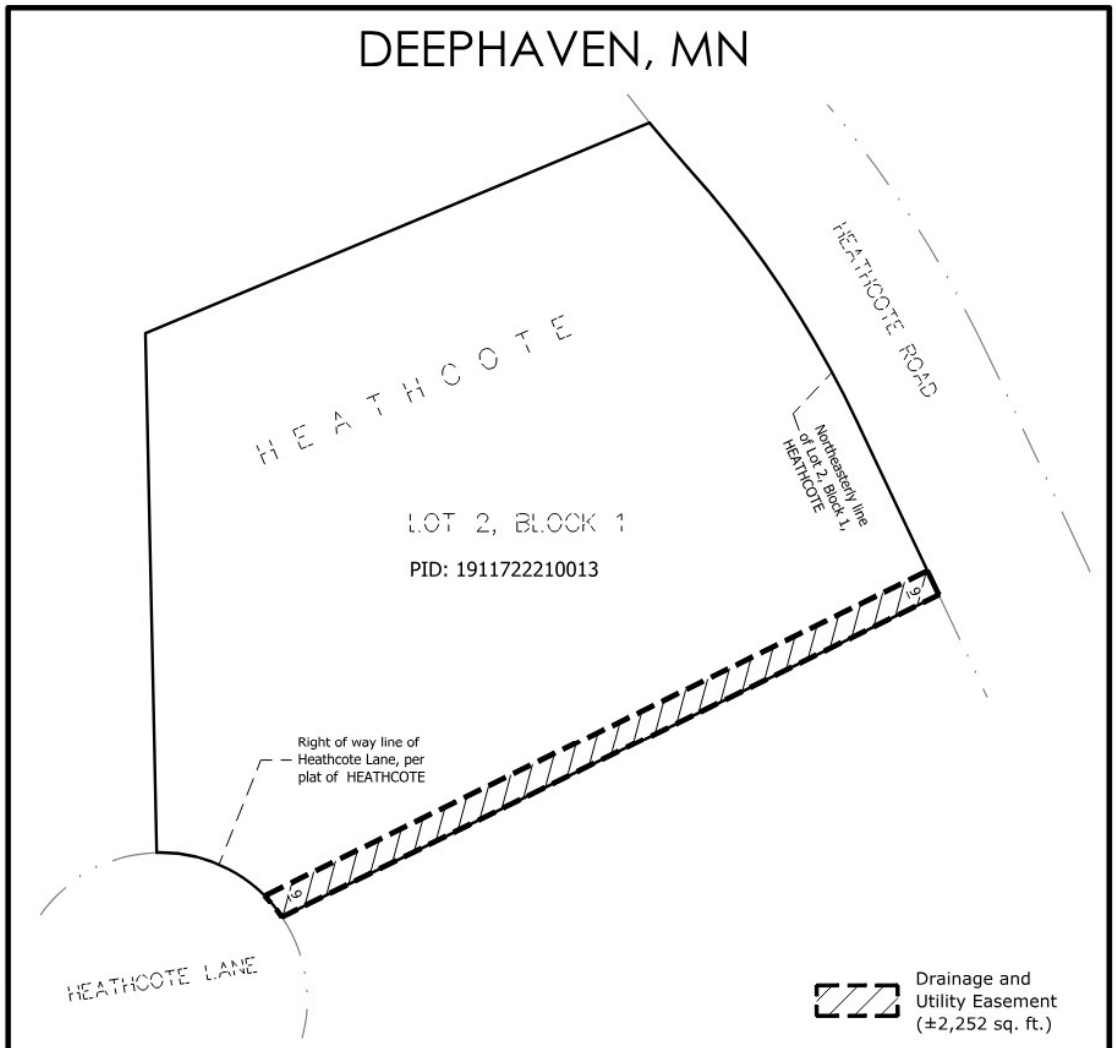
EXHIBIT A

THE PROPERTY DESCRIPTION

Lot 2, Block 1, HEATHCOTE, according to the recorded plat thereof, Hennepin County, Minnesota

EXHIBIT B

PERMANENT AND PERPETUAL DRAINAGE AND UTILITY EASEMENT DESCRIPTION



PERMANENT DRAINAGE AND UTILITY EASEMENT

A permanent easement for drainage and utility purposes over, under, and across the Southeast 9.00 feet of Lot 2, Block 1, HEATHCOTE, according to the recorded plat thereof, Hennepin County, Minnesota.
The sidelines of said easement are prolonged or shortened to terminate on the northeasterly line of said Lot 2 and the right of way line of Heathcote Lane per said plat of HEATHCOTE, thereof.

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

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

DATE SEPTEMBER 16, 2026 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

NAME 193807541_V602.dwg

DRAWN DJR

PROJ. NO. 193807541

Plot Date: 09/16/2026 - 7:41am
Drawing name: \\us0242-pplfs01\shared_projects\193807541\staff\sig\02 - SURVEY\CAD\Easements\193807541_V602.dwg

DRAINAGE & UTILITY EASEMENT

This Perpetual and Permanent Drainage and Utility Easement is made this _____ day of September, 2026, by Patricia Wroten, individual person (hereinafter "Grantor"), in favor of the City of Deephaven, a municipal corporation organized under the laws of the State of Minnesota (hereinafter "Grantee").

RECITALS

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota, legally described on Exhibit A (hereinafter "Property"); and

B. Grantor desires to grant to Grantee, for good and valuable consideration, a perpetual and permanent drainage and utility easement as legally described and depicted on Exhibit B, according to the terms and conditions contained herein; and

C. Grantee desires to accept such a drainage and utility easement for the benefit of the public according to the terms and conditions contained herein.

NOW THEREFORE, Grantor, in consideration of one dollar and other good and valuable consideration provided and paid by Grantee, the receipt and sufficiently of which is hereby acknowledged, hereby grants to Grantee the following:

PERMANENT AND PERPETUAL DRAINAGE AND UTILITY EASEMENT

1. **GRANT OF EASEMENT.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following permanent and perpetual drainage and utility easement:

   a. Grantor hereby grants and conveys to Grantee this permanent and perpetual easement for drainage and utility purposes (hereinafter "Easement") as legally described and depicted on the attached **Exhibit B**, on, over, under, and across those portions of the Property as legally described on the attached **Exhibit A.** The Easement shall be permanent, perpetual, shall run with the land, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Easement shall be nonexclusive; provided, however, this Easement shall be prior to and superior to any other easement hereafter granted. Any future easement shall be subject to and subordinate to,

and shall not interfere with, the Easement without the consent, in writing, of Grantee. Grantor shall not interfere with Grantee's use of the Easement.

b. Grantee, its employees, agents, contractors and assigns are hereby granted the unfettered and unobstructed right to access and use the Easement for the purpose of constructing, reconstructing, utilizing, inspecting, repairing, and maintaining the easement area and any now or later constructed utility and drainage facilities therein. The Easement granted herein also includes the right to cut, trim, or remove from the Property trees, shrubs, or other vegetation that, in the Grantee's judgment, unreasonably interfere with the Easement or facilities of the Grantee, its successors or assigns. Grantee shall have the right to use and remove all earthen materials, structures, improvements and obstructions which lie within the boundaries of the easement described herein, including the right of clearing the easement area to allow for the use of the land for drainage, utilities or as otherwise as stated herein. Further, Grantee shall have the right of ingress and egress across the easement and appurtenant area for the purposes as set forth herein.

c. In addition to conveying the above-described easements, Grantor covenants that it is the lawful owner, is in lawful possession of the Property and maintains the unqualified lawful right and authority to convey and grant the Easement described herein. Further, the undersigned party covenants that (s)he is the lawful authorized signatory for Grantor and is fully empowered to bind Grantor to all terms and conditions set forth herein.

d. The Recitals to this Easement are incorporated by reference herein.

e. The Attached Exhibit A and Exhibit B are incorporated by reference herein.

f. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, their successors, heirs and assigns.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

Patricia Wroten,
Individual person

By _____
Patricia Wroten

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Patricia Wroten, individual person..

_____
Notary Public

NOTARY STAMP OR SEAL

GRANTEE:
City of Deephaven, Minnesota

By _____
Kent Carlson, Mayor

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Kent Carlson as Mayor of the City of Deephaven, a Minnesota municipal corporation, on behalf of the city and pursuant to the authority of the City Council.

_____
Notary Public

NOTARY STAMP OR SEAL

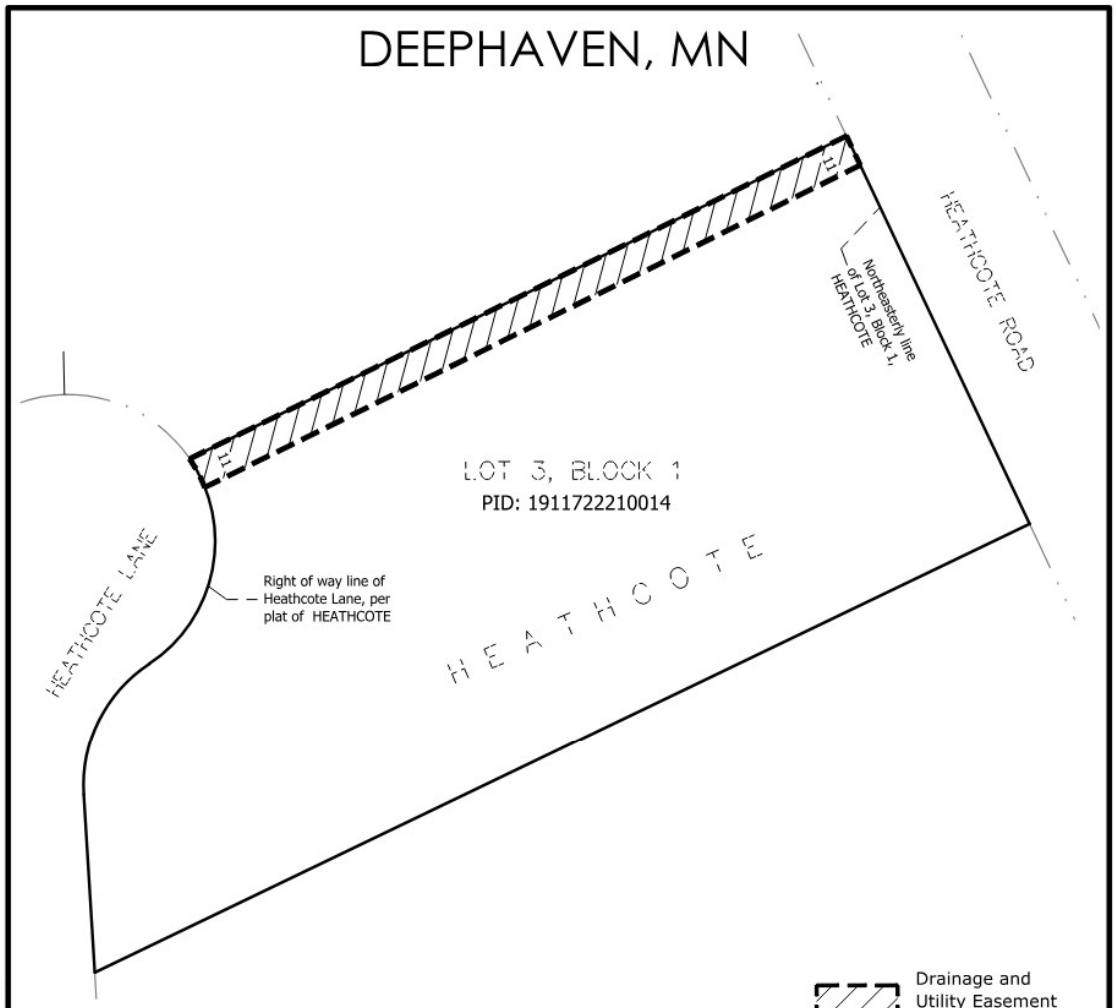
EXHIBIT A

THE PROPERTY DESCRIPTION

Lot 3, Block 1, HEATHCOTE, according to the recorded plat thereof, Hennepin County, Minnesota

EXHIBIT B

PERMANENT AND PERPETUAL DRAINAGE AND UTILITY EASEMENT DESCRIPTION



PERMANENT DRAINAGE AND UTILITY EASEMENT

A permanent easement for drainage and utility purposes over, under, and across the Northwest 11.00 feet of Lot 3, Block 1, HEATHCOTE, according to the recorded plat thereof, Hennepin County, Minnesota.
The sidelines of said easement are prolonged or shortened to terminate on the northeasterly line of said Lot 3 and the right of way line of Heathcote Lane per said plat of HEATHCOTE, thereof.

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

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

DATE SEPTEMBER 16, 2026 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website:www.stantec.com

NAME 193807541_V603.dwg

DRAWN DJR

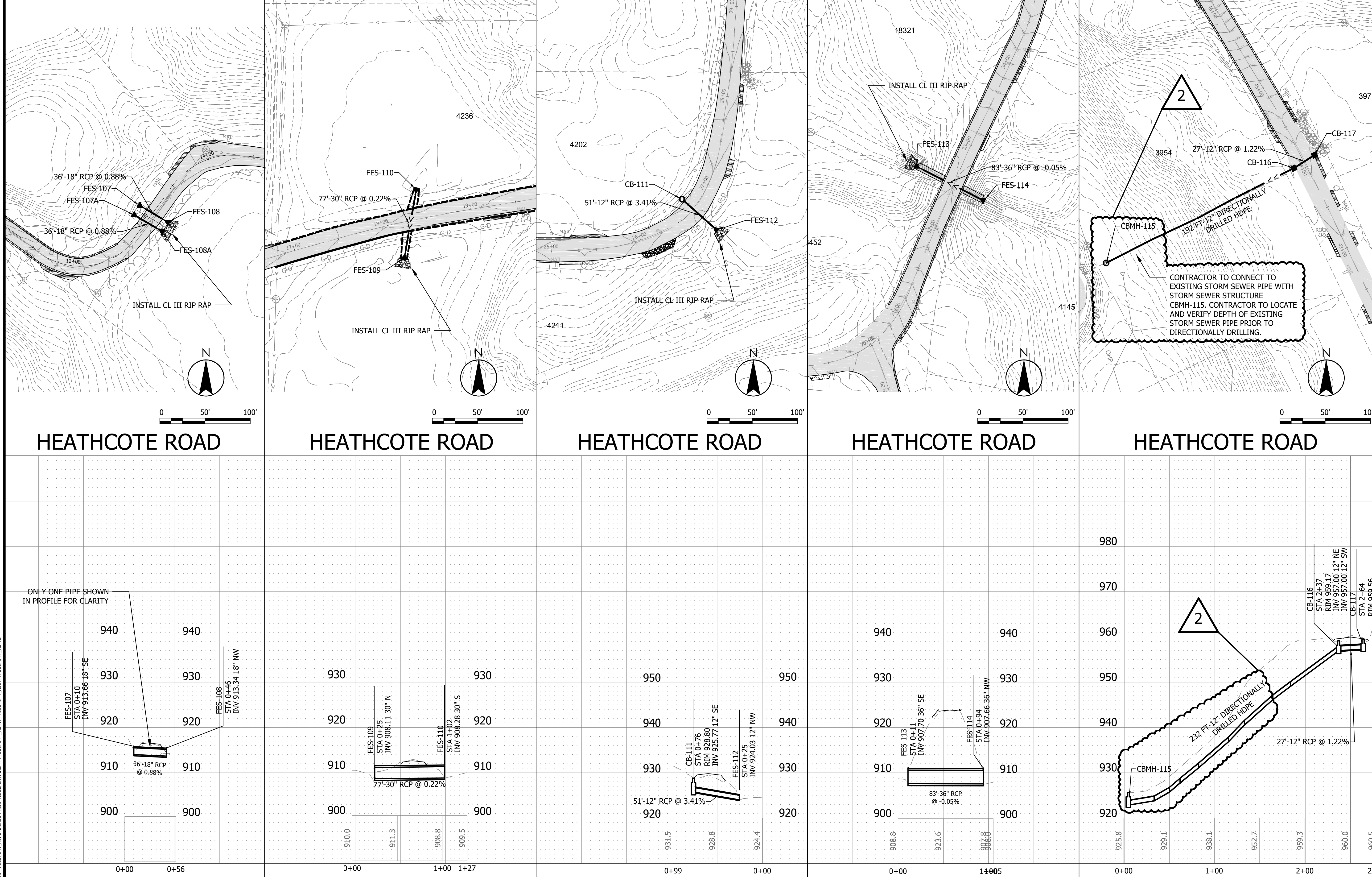
PROJ. NO. 193807541

Plot Date: 09/16/2026 - 8:00am
Drawing name: \\us042-ppfs01\shared_projects\193807541\staff\sig\02 - SURVEY\CAD\Easements\193807541_V603.dwg

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING - ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

NOTES

1. SEE SHEET G-003 FOR ADDITIONAL PROJECT NOTES AND STORM SEWER BUILD TABLE.



Stantec

ONE CARLSON PARKWAY N, SUITE 100
PLYMOUTH, MN 55447
www.stantec.com

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

PRINT NAME: STEVEN HEGLAND

SIGNATURE:

DATE: 01/22/2026 LIC. NO. 52243

DEEPHAVEN, MINNESOTA

2026 STREET IMPROVEMENT PROJECT

C500 - STORMWATER PLAN & PROFILE

STORM SEWER PLAN AND PROFILE

NO	REVISION	DATE
0	BID SET	01/22/26
1	CONST.	03/10/26
2	STORM	09/15/26

SURVEY	PR
DRAWN	ARU
DESIGNED	AG
CHECKED	NMF
APPROVED	SKH
PROJ. NO.	193807541

SHEET NUMBER

C502

Plot Date: 09/15/2026 - 5:06pm
Drawing name: U:\193807541\drafting\03 - DESIGN\1_CAD\3 PLANSHEETS\193807541_C501-Stormwater Plan & Profile.dwg
Xrefs: 193807541_XSPL, Border, Text, RECLAIM AREA, 193807541_XSXT, 193807541_XSST, 193807541_XSNO

SECTION 00 63 63

CHANGE ORDER FORM

Change Order No. 4

Date 9/17/2026

Agreement Date 3/2/2026

Name of Project: 2026 Street Improvement Project

Owner: City of Deephaven

Contractor: Asphalt Surfaces Technologies Corp

The following changes are hereby made to the Contract Documents:

Extension of the storm sewer drainage line along Heathcote Road in the amount of $18,216.

Justification: Extending the proposed storm sewer line and connecting to the existing storm sewer to match existing drainage conditions for the site.

Original Contract Price: $ 4,022,349.87

Current Contract Price adjusted to previous Change Order: $ 4,283,131.58

The Contract Price due to this Change Order will be (increased) by

$18,216 .

The new Contract Price including this Change Order will be $4,301,347.58

Original Contract-Required Completion Date: October 16, 2026

Current Contract Completion Date adjusted to previous Change Order: --

The Contract Time will be (increased) by 7 calendar days.

The revised Contract Completion Date for completion of Work will be October 23, 2026

Approvals Required:

To be effective, this Order must be approved by the Owner and the Contractor if it changes the scope of objective of the Project, or as may otherwise be required by the Supplemental General Conditions.

Requested by: 

Steve Hegland, P.E.

Ordered by: _____

City of Deephaven

Accepted by: _____

(Contractor)

END OF SECTION

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