

**EUREKA TOWNSHIP**  
*Dakota County, State of Minnesota*  
**AGENDA- TOWN BOARD MEETING**  
**May 12, 2026 – 7:00 p.m.**

- I. Call to Order and Pledge of Allegiance
- II. Approval of the Agenda
- III. Public Comment – *See Policy on Citizen Input and Conduct at Township Meetings.*
- IV. Reports
  - A. Sheriff’s Department
  - B. Planning Commission- Brian Storlie
- V. Dakota County Water Testing Program for Private Well Owners- Matt Balanger
- VI. Consent Agenda
  - A. Town Board Minutes
    - A. 4.14.2026 Special Town Board Minutes **Page 3**
    - B. 4.27.2026 Special Town Board Minutes **Pages 4-5**
  - B. Permit Applications
    - A. Krentz, Michael, 23772 Highview Ave., PID 13-00900-51-015 \*Solar (ground-mounted) **Pages 6-15**
    - B. Fjerstad, Justin, 9000 235<sup>th</sup> Street W., PID 13-00800-75-151 \*Accessory Building **Pages 16-25**
- VII. Ag Preserve Applications
  - A. Pryor, Thomas and Carol, Trustees- Ag Preserve Application **Pages 26-33**
- VIII. Housing Rights Application
  - A. 13-00500-01-016 Brian and Tricia Murphy **Pages 34-40**
- IX. Housing Density- Clarification
  - A. 13-02100-75-012 David and Amy Tonsager **Pages 41-45**
- X. Road Report (Ceminsky)
  - A. 2026 Road Project
    - A. WSB Engineer **Pages 46-51**
    - B. Financing (Northland Securities)
      - 1. Municipal Advisory Service Agreement with Northland Securities **Pages 52-61**
      - 2. Resolution 2026-14 - Awarding the sale of a general obligation certificate of indebtedness, Series 2026A, in the original aggregate principal amount of \$1,208,000; fixing its form and specifications; directing its execution and delivery; and providing for its payment **Pages 62-81**
    - C. Reclamation Bids **Page 82-84**

- XI. Treasurer's Report
  - a. April Treasurer's Report **Pages 1-21**
  - b. Net pay and claims **Pages 22-81**
    - i. Net Pay: 4,234.49
    - ii. Claims: 58,604.46
    - iii. Total: 117,217.47
  - c. April Disbursements \$175,396.74 & Receipts \$130,117.49 **Pages 82-92**
  - d. Other Reports: Cash Control Statement, Schedule 1, PTO, Investments with accrued interest **Pages 93-98**

- XI. Unfinished Business
  - a. Orderly Annexation Agreements
    - i. Lakeville- OAA update
  - b. Comprehensive Plan (WSB) **Page 85**
  - c. 225<sup>th</sup> Road realignment project (Airport) (Attorney)
  - d. Extended Home Business (Ceminsky)
  - e. WSB- Mining Information (WSB) **Pages 86-98**
  - f. Road Supervisor Job Description **Page 99**
  - g. Planning Commission Terms **Pages 100-101**
  - h. Road Vendor performance letter (Attorney)

- XII. New Business
  - a. Indoor Growth Facilities (WSB) **Pages 102-114**
  - b. Ditch Mowing Quote (Ceminsky) **Pages 115-117**

XIII. Planning Commission Tasks

- XIV. Clerk Matters
  - a. Thursday, July 2<sup>nd</sup> – Town Hall Closed

XV. Adjournment

Upcoming Meetings/Dates:

- May 26, 2026, at 7pm Planning Commission Meeting
- June 9, 2026, at 7pm Town Board Meeting

\*\*\*\*\*

*A quorum of the Planning Commission may be in attendance. No Planning Commission discussion or action will be taken.*

**EUREKA TOWNSHIP**  
*Dakota County, State of Minnesota*  
**SPECIAL TOWN BOARD MEETING**  
**April 14, 2026 – 6:30 P.M.**

**Call to Order**

The Eureka Township Town Board Special Meeting was called to order at 6:30 p.m. by Chair Ceminsky.

Supervisors Present: Mark Ceminsky, Cory Behrendt, Carrie Jennings, Pete Storlie

Others Present: Liz Atwater, Bill Clancy, Steven Helgeson, Dave Wheeler

Zoom: Deb, Nancy Sauber, Julie

**Purpose of the Special Town Board Meeting**

Chair Ceminsky stated the purpose of the meeting is for the Board to conduct interviews for two Planning Commission seats with term starting May 1, 2026.

**Interviews of Planning Commission Applicants**

The Town Board interviewed Steven Helgeson and Dave Wheeler.

**Appointment of Planning Commission Members**

Supervisor Behrendt moved to accept Steven and Dave as candidates and appoint them to the Planning Commission. Supervisor Jennings seconded the motion. *Motion carried 4-0.*

Steven Helgeson and Dave Wheeler were appointed to the Planning Commission- 3-year term starting May 1, 2026.

**Adjournment**

*Motion:* Chair Ceminsky moved to adjourn the Special Town Board Meeting. Supervisor Behrendt seconded the motion. *Motion carried 4-0.*

The meeting adjourned at 6:55 pm.

Respectfully submitted,

Liz Atwater, Town Clerk

Minutes Officially Approved By: \_\_\_\_\_ on: \_\_\_\_\_  
Town Chair Date

**EUREKA TOWNSHIP**  
*Dakota County, State of Minnesota*  
**SPECIAL TOWN BOARD MEETING**  
**April 27, 2026 – 5:00 P.M.**

**Call to Order**

The Eureka Township Town Board Special Meeting was called to order at 5:00 p.m. by Chair Ceminsky.

Supervisors Present: Dan Ames, Mark Ceminsky, Cory Behrendt, Carrie Jennings, Pete Storlie  
Others Present: Liz Atwater, Bill Clancy

**Purpose of the Special Town Board Meeting**

Chair Ceminsky stated the purpose of the meeting is for the Board to discuss and take possible action regarding road reclamation and the 2026 road project.

**Road Reclamation and 2026 Road Project**

Chair Ceminsky reported that delays in starting the 2026 Road Project were due to shoulder reclamation work not being completed as previously planned, which is necessary before the gravel portion of the project can proceed. To avoid further delays, WDS submitted an hourly quote for shoulder reclamation work, including tractor/disc operation at \$175 per hour and motor grader work at \$185 per hour, with an estimated production rate of approximately two miles per 11-hour day. If approved, WDS could complete this work on an as-needed basis until the Requests for Quotes for shoulder reclamation are reviewed at the May 12 Town Board meeting.

In addition, during inspection of the roads, the road liaisons identified a failed culvert on 257th Street that has created a hole in the roadway, as well as another culvert south of 250th Street that will also require replacement. A quote of \$5,800 was received from Grossman Northland for replacement of the 257th Street culvert; pricing for the second culvert is still pending. The Town Board noted that these repairs should be completed before gravel placement occurs on those roads.

The Town Board discussed contractor responsibilities, project oversight, and the role of engineering services in managing the 2026 Road Project per the contract. The need for clear written communication, formal project documentation, project oversight and a written construction schedule from the contractor to ensure accountability and accurate recordkeeping was needed.

The Town Board agreed that Supervisors Ceminsky and Ames would be the Township representatives to work with the contractor and WSB. The Town Board discussed the gravel testing, and it was a consensus that it didn't matter who does the testing, as long as it is at a qualified lab. Dakota County has agreed to test the gravel at no cost to the Township.

*Motion:* Vice Chair Storlie moved to accept WSD the road contractors hourly quote of \$360 an hour to reclaim the roads, not to exceed \$68,000. Chair Ceminsky seconded the motion. *Motion carried 3-1 with Supervisor Jennings voting "Nay" and Supervisor Behrendt abstaining.*

It was clarified that bids for shoulder reclamation are due May 5, 2026, and will be presented to the Town Board at its May 12, 2026, meeting. In the interim, WDS's hourly quote was approved to complete the reclamation work necessary to keep the road project moving until bids are received and reviewed by the Board.

*Motion:* Chair Ceminsky moved to accept TJ Grossman (Northland) grading quote to replace the culvert at 257<sup>th</sup> Street, which they have \$5,800 plus a couple loads of class 5. They didn't say what class 5, but usually we just pay our cost with mine. I would say they average about \$350 a truck load, so not to exceed \$6,500. Vice Chair Storlie seconded the motion. Vice Chair Storlie added a friendly amendment that TJ get to as soon as possible. Chair Ceminsky accepted the amendment. *Motion carried 5-0.*

*Motion:* Vice Chair Storlie moved to authorize up to \$10,000 for WSB Engineering services for the road project for oversight per the proposal-contract. Supervisor Behrendt seconded the motion. Vice Chair Storlie amended his motion that the Town Board will monitor it as the monthly meetings where we are at and if we have to raise that threshold or not. Supervisor Behrendt accepted the amendment. *Motion carried 5-0.*

**Adjournment**

*Motion:* Supervisor Jennings moved to adjourn the Special Town Board Meeting. Vice Chair Storlie seconded the motion. *Motion carried 4-0.*

The meeting adjourned at 5:50 pm.

Respectfully submitted,

Liz Atwater, Town Clerk

Minutes Officially Approved By: \_\_\_\_\_ on: \_\_\_\_\_  
Town Chair Date

# EUREKA TOWNSHIP

## BUILDING PERMIT APPLICATION

Eureka Township / 25043 Cedar Avenue, Farmington MN 55024  
Phone: (952) 469-3736 / Email: [deputyclerk@eurekatownship-mn.us](mailto:deputyclerk@eurekatownship-mn.us)

<b>SITE INFORMATION   Eureka Township</b>		PIN# 13-00900-51-015	Permit#
Site Address: 23772 HIGHVIEW AVE		City LARVILLE	Zip 55044
<b>PROPERTY OWNER INFORMATION</b>			
Name MICHAEL KRENTZ		[REDACTED]	Phone 952-451-2142
Address 23772 HIGHVIEW AVE		City LARVILLE	State MN Zip 55044
<b>APPLICANT/CONTRACTOR INFORMATION</b>			
Applicant Name KB Electric		License Number EA694012	
Contact Person Kris Bartkowicz		Email [REDACTED]	
Address 10795 state highway 238		City Bowlus	State MN Zip 56314
Cell Phone 320 291 5578		Day Time Phone 320 291 5578	Fax
<b>TOWNSHIP / LOCAL GOVERNMENT</b>			
Permit complies with the Wetland Conservation Acts subject to the following conditions:			
<input type="checkbox"/> Dakota County Shoreland/ Letter or Permit		<input checked="" type="checkbox"/> Vermillion River Watershed/ Letter or Permit	Date 4/11/20
<b>PLEASE INDICATE PROJECT TYPE</b>		<b>PROVIDE THE FOLLOWING FOR NEW HOME AND AS NEEDED</b>	
<input type="checkbox"/> Residential or <input type="checkbox"/> Commercial/Industrial		<input type="checkbox"/> Signature from Township on Building Permit Application	
<input type="checkbox"/> New Home Construction <input type="checkbox"/> Private Dog Kennel		<input type="checkbox"/> Building Plans (Cross Section, Elevations, Floor Plan) – 2 copies	
<input type="checkbox"/> Deck <input type="checkbox"/> Public Utility Structure		<input type="checkbox"/> Heat Loss, Combustion Air & Make-up Air Calculations – 2 copies	
<input type="checkbox"/> Accessory Bldg/Pole Shed <input type="checkbox"/> Signs*		<input type="checkbox"/> Energy Certificate – 2 copies	
<input type="checkbox"/> Remodel <input type="checkbox"/> Govt Bldg/Facility*		<input type="checkbox"/> Driveway Permit (Required for access to State, County, Twp. Roads)	
<input type="checkbox"/> Demolition <input type="checkbox"/> Church/Religious Bldg*		<input type="checkbox"/> Survey / Detailed Site Plans – 2 copies	
<input type="checkbox"/> Swimming Pool <input checked="" type="checkbox"/> Solar Energy*		<input type="checkbox"/> Erosion and Sediment Control Plans	
<input type="checkbox"/> Moving a Building <input type="checkbox"/> Communication Tower*		<input type="checkbox"/> Complete Septic Design	
<input type="checkbox"/> Aircraft Hangar * CUP also required		<input type="checkbox"/> New Home Checklist	
<input type="checkbox"/> Other:			
Estimated Cost of Labor & Materials: \$42,000 <sup>00</sup>			
Project Description: 26.4kw residential ground mount solar system			

Applicant hereby agrees that, upon issuance of this permit, all work shall be done and all materials used shall be in compliance with all applicable township, city and county ordinances. The applicant agrees to abide by all zoning regulations and to utilize this structure for its permitted use. Signature of this application by the legal property owner or owner's representative is required and authorizes the Township Zoning Administrator or designee and the Building Official or designee to enter upon the property to perform needed inspections. Entry may be without prior notice.

The property owner agrees to pay all plan review fees even if he/she chooses not to proceed with the work. Permit expires when work is not commenced within 180 days from date of permit, or if work is suspended, abandoned or not inspected for 180 days. Work beyond the scope of this permit, or work without a permit or inspection will be subject to penalty.

Signature of Property Owner: Michael Krentz	Date: 4/11/20
Signature of Contractor: K B S	Date: 4/11/2026



<b>Property Card</b>	<b>Parcel ID Number</b>	<b>13-00900-51-015</b>
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Owner Information	
Fee Owner	
RALPH & MARY KRENTZ	
MICHAEL & CARRIE KRENTZ	
Mailing Address	
23772 HIGHVIEW AVE	
LAKEVILLE MN 55044	
Property Address	
Address	
23772 HIGHVIEW AVE	
Municipality	
EUREKA TWP	



Parcel Information					
Sale Date		Total Acres	10.01	Plat	SECTION 9 TWN 113 RANGE 20
Sale Value	\$0.00	R/W Acres	0.25	Lot and Block	9 113 20
Uses	RESIDENTIAL AG	Water Acres	0	Tax Description	S 84.76 FT OF NW 1/4 OF SW 1/4 & N 245.83 FT OF SW 1/4 OF SW 1/4

2026 Building Characteristics (payable 2027)*					
Building Type	S.FAM.RES	Year Built	1993	Bedrooms	4
Building Style	TWO STORY	Foundation Sq Ft	2,463	Bathrooms	3.50
Frame	WOOD	Above Grade Sq Ft	3,894	Garage Sq Ft	855
Multiple Buildings		Finished Sq Ft	4,726	Other Garage	

Miscellaneous Information					
School District	192	Watershed District	VERMILLION RIVER	Homestead	FULL HOMESTEAD
Green Acres		Ag Preserve		Open Space	

Assessor Valuation		
	Taxable	Estimated
2026 Land Values (payable 2027)	\$201,600.00	\$201,600.00
2026 Building Values (payable 2027)*	\$723,800.00	\$723,800.00
2026 Total Values (payable 2027)*	\$925,400.00	\$925,400.00
2025 Total Values (payable 2026)*	\$837,300.00	\$837,300.00

Property Tax Information		
Net Tax (payable 2026)	Special Assessments (2026)	Total Tax & Assessments (2026)
\$8,324.00	\$0.00	\$8,324.00

\* Manufactured Homes Payable the Same Year as Assessment.  
 Disclaimer: data is believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



**Watershed Permit for Krentz Solar project: 23772 Highview Ave Lakeville MN 55044**

1 message

**Dunn, Jeff** <[redacted]>  
To: Amy Libe [redacted]  
Cc: mike krentz [redacted]

Tue, Apr 7, 2026 at 9:28 AM

Hi Amy,

Based on the information that Mike Krentz has provided, his solar panel project will not require a Watershed and Land Disturbance Permit from the VRWJPO described in the following standards:

1. Land disturbing activities on slopes greater than six percent. N/A
2. Greater than 100 cubic yards of imported or stockpiled material. Materials will likely be exported from the site as they are excavated. N/A
3. New public or private roads or driveways greater than 125 feet in length. N/A
4. Land disturbing activities greater than 10,000 square feet of land if commercial, industrial, or recreational use development. N/A
5. Filling, draining, or altering of natural or artificial stormwater storage, retention, or watercourses. N/A
6. Land disturbing activities located within 150 feet of wetlands identified on or adjacent to the land disturbing activities. N/A
7. Land disturbing activities that could reasonably be expected to deliver sediment to adjacent properties, wetlands, or water resources. Not anticipated based on information provided by owner

If you have any questions regarding this exemption for a Watershed and Land Disturbance Permit, please let me know.

Thank you

Jeff

**Jeff Dunn, Water Resources Engineer**  
**Vermillion River Watershed Joint Powers Organization**

Dakota County Extension & Conservation Center  
4100 220th St W, #103, Farmington, MN 55024



vermillionriverwatershed.org

HIGHWAY AVE

329'

~~280 ft~~  
~~280 ft~~

DRIVEWAY

PROPERTY LINE

275'

160'

240'

1965'

Solar panel

91'

135'

120'

75'

156'

200'

Well

House


Alternate Septic

POWER

SEPTIC

N  
S  
E  
W

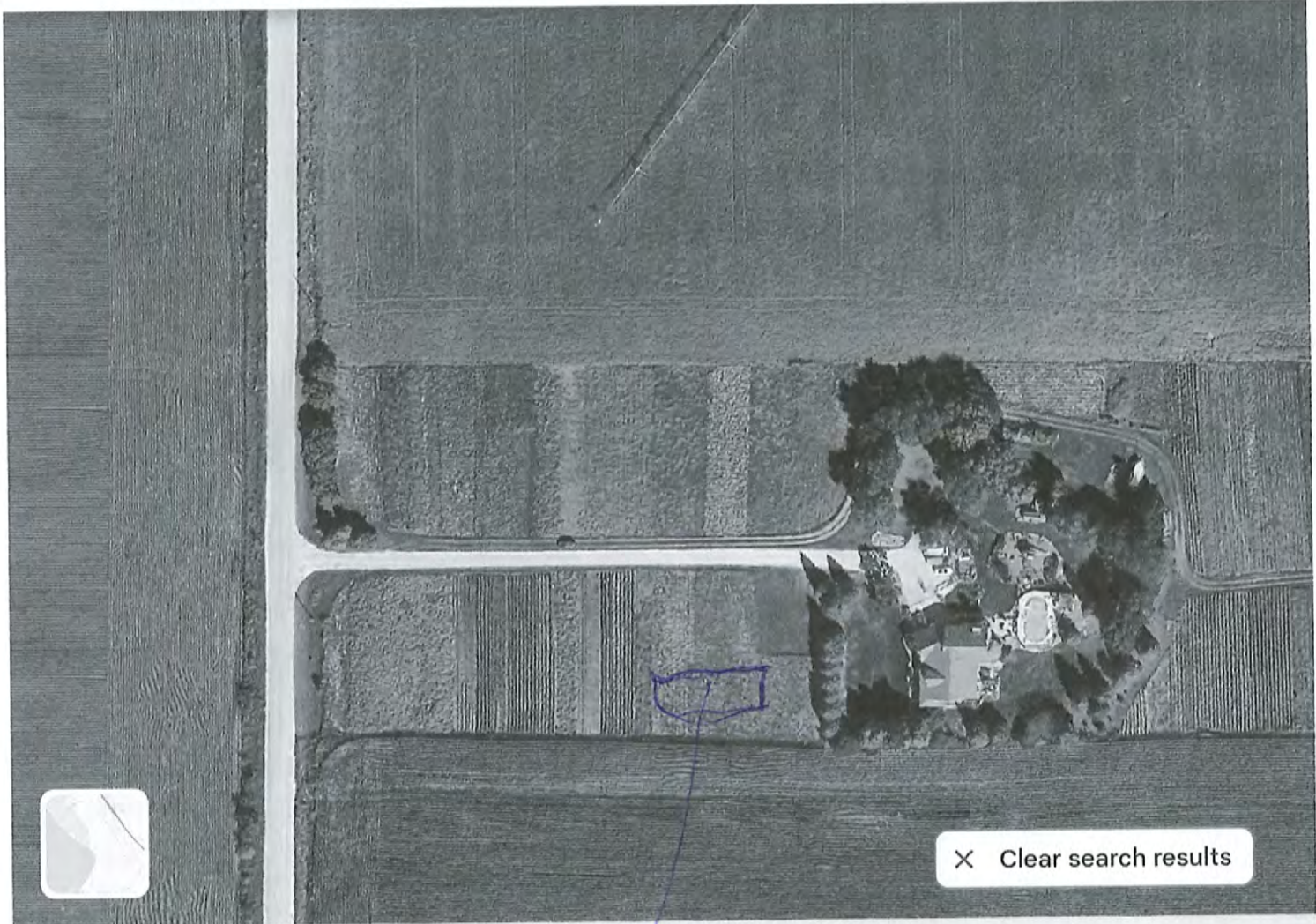
PROPERTY LINE

 Make Google Earth yours Complete your profile to help improve your experience

File Edit View Add Tools Help



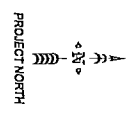
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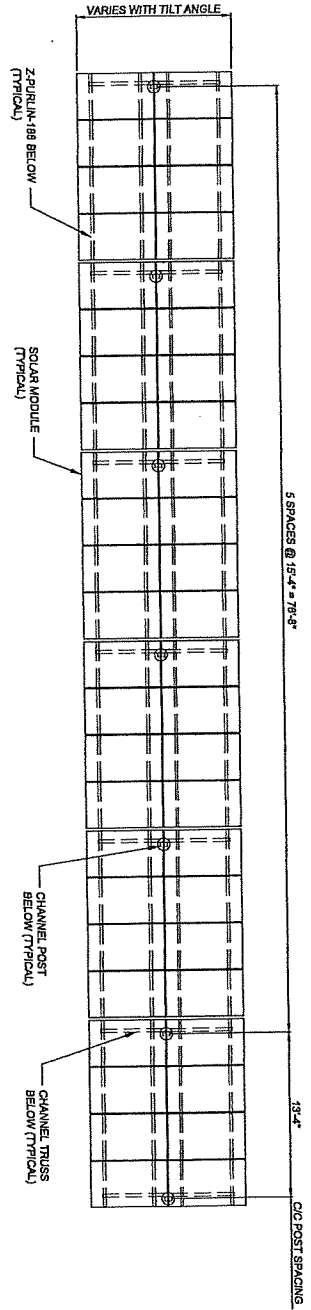
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site





BILL OF MATERIALS			
QUANTITY	SDE ITEM	COMPONENT	TOTALS
			COMPONENT WEIGHT (LBS)
7	8x4 CHANNEL-182	POST	128
7	TRUSS-DIRECT TIE	TRUSS	84
7	8x4 JACK	MANUALLY ADJUSTABLE JACK	19
24	Z-FURLIN-188	FURLIN	54
7	ASSEMBLY HARDWARE KIT	ASSEMBLY BOLTS / NUTS	NA
182	6/16-18 x 3/4 STAINLESS SERRATED FLANGE BOLT	ATTACHMENT HARDWARE	NA
182	6/16-18 STAINLESS SERRATED FLANGE NUT	ATTACHMENT HARDWARE	NA
	WEIGHT DOES NOT INCLUDE HARDWARE OR CLAMPS	TOTAL WEIGHT (LBS)	2871



**RACKING PLAN VIEW**  
SCALE: NONE  
TOTAL MODULE COUNT: 48

- NOTES
- DESIGN IS APPROVED AS SHOWN
  - ENGINEER SHALL BE CONSULTED IF DESIGN IS MODIFIED
  - SEE DRAWING S2 FOR ADDITIONAL NOTES AND DESIGN CRITERIA



MIKE KRENTZ  
23772 HIGHVIEW AVE  
LAKEVILLE, MN 55044

REV		DATE	DESCRIPTION	BY	DATE	SCALE	DRAWN BY	APP'D	RELEASE DATE	PROJECT No.	SHEET No.	REV
1		04/10/20	UPDATED B.O.M.						04/10/20	280408-4	S1	1
0		04/08/20	ISSUED FOR CONSTRUCTION									
NO			DESCRIPTION									

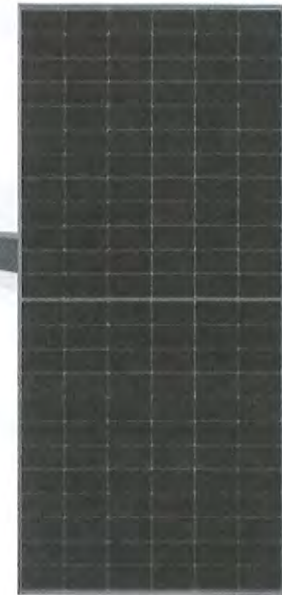
Panels

**RUNERGY**

**HY-DH144P8**

**530-550W**

**144 Pieces | HALF-CELL | P-Type**



**21.3%**  
Max. Efficiency  
**P-Type**  
Bifacial & Dual Glass



**High Conversion Efficiency**

Module efficiency up to 21.3% achieved through advanced cell technology and manufacturing process



**Excellent weak light performance**

More power output in weak light condition, such as cloudy days, morning and sunset



**Extended mechanical performance**

Module certified to withstand extreme wind(2400 Pa) and snow loads(5400 Pa)

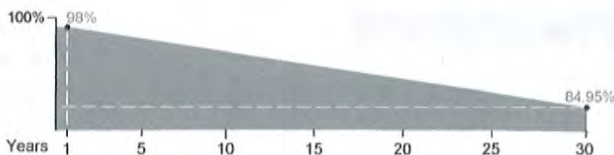


**Quality Guarantee**

High module quality ensures long-term reliability



IEC61215 / IEC61730 / UL61730  
IEC61701 / IEC62716 / IEC60068  
ISO9001 / ISO14001 / ISO45001



Runergy P-Type Dual Glass Product Performance Warranty

**12 Years Product Warranty**

**30 Years Linear Power Warranty**

**2% First Year Degradation**

**0.45% Annual Power Degradation**

Jiangsu Runergy New Energy Technology Co., Ltd.  
58 Xiangjiang Road, Economic Development Zone,  
Yancheng City, Jiangsu Province, 224000, China

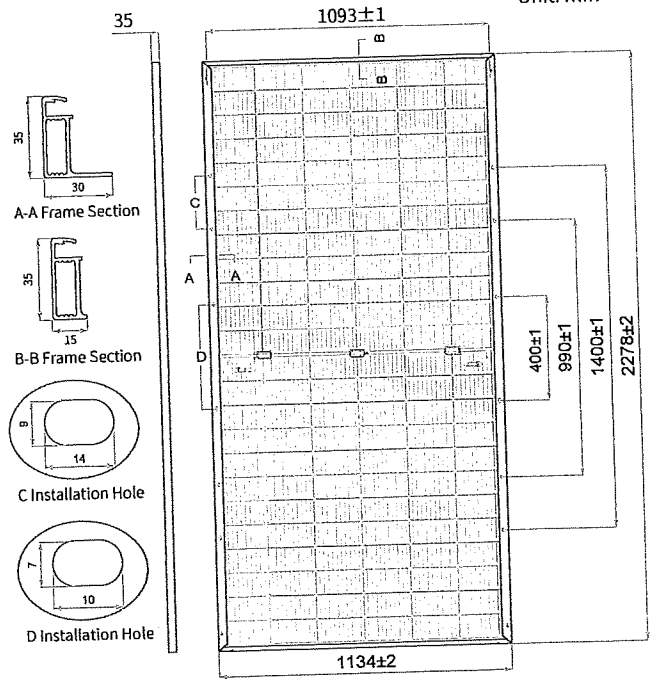
sales-inform@runergy.cn  
www.runergy-solar.com

### Mechanical Parameters

Solar Cell	Mono PERC 182 mm
No. of Cells	144(6 × 24)
Dimensions	2278 × 1134 × 35mm
Weight	32.7kg
Junction Box	IP68 rated (3 bypass diodes)
Output Cable	4mm <sup>2</sup> (IEC), 12 AWG(UL) +400/-200mm or customized
Connector	RY01 or similar
Front Cover	2.0mm semi-tempered AR glass
Back Cover	2.0mm semi-tempered glass
Container	31 pcs/Pallet, 620 pcs/40' HC

### Operating Parameters

Max. System Voltage	DC 1500V (IEC/UL)
Operating Temperature	-40°C ~ +85°C
Max. Fuse Rating	30A
Frontside Max. Loading	5400Pa
Backside Max. Loading	2400Pa
Bifaciality	70% ± 10%
Fire Resistance	IEC Class A



### Electrical Characteristics - STC

	Irradiance 1000 W/m <sup>2</sup> , ambient temperature 25 °C, AM1.5				
Maximum Power at STC (P <sub>max</sub> /W)	550	545	540	535	530
Power Tolerance (W)			0 ~ +5		
Optimum Operating Voltage (V <sub>mp</sub> /V)	41.96	41.80	41.64	41.47	41.31
Optimum Operating Current (I <sub>mp</sub> /A)	13.11	13.04	12.97	12.90	12.83
Open Circuit Voltage (V <sub>oc</sub> /V)	49.90	49.75	49.60	49.45	49.30
Short Circuit Current (I <sub>sc</sub> /A)	14.00	13.93	13.86	13.79	13.72
Module Efficiency	21.3%	21.1%	20.9%	20.7%	20.5%

### Electrical Characteristics - NMOT

	Irradiance 800 W/m <sup>2</sup> , ambient temperature 20 °C, AM1.5, wind speed 1 m/s.				
Maximum Power at NMOT (P <sub>max</sub> /W)	416.0	412.2	408.5	404.6	400.8
Optimum Operating Voltage (V <sub>mp</sub> /V)	39.79	39.64	39.49	39.33	39.18
Optimum Operating Current (I <sub>mp</sub> /A)	10.46	10.40	10.34	10.29	10.23
Open Circuit Voltage (V <sub>oc</sub> /V)	47.32	47.18	47.04	46.89	46.75
Short Circuit Current (I <sub>sc</sub> /A)	11.30	11.24	11.18	11.13	11.07

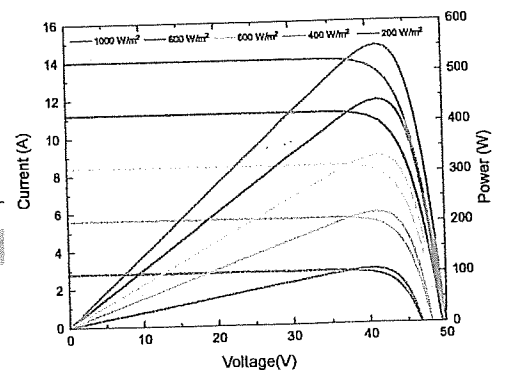
### Rearside Power Gain (Reference to 550W Front)

	5%	15%	25%
Rearside Power Gain	5%	15%	25%
Maximum Power (P <sub>max</sub> /W)	578	633	688
Optimum Operating Voltage (V <sub>mp</sub> /V)	41.96	42.06	42.06
Optimum Operating Current (I <sub>mp</sub> /A)	13.76	15.04	16.35
Open Circuit Voltage (V <sub>oc</sub> /V)	49.90	50.00	50.00
Short Circuit Current (I <sub>sc</sub> /A)	14.70	16.07	17.47
Module Efficiency	22.4%	24.5%	26.7%

### Temperature Characteristics

Nominal Module Operating Temperature	42 ± 2 °C
Nominal Cell Operating Temperature	45 ± 2 °C
Temperature Coefficient of P <sub>max</sub>	-0.35%/°C
Temperature Coefficient of V <sub>oc</sub>	-0.27%/°C
Temperature Coefficient of I <sub>sc</sub>	0.05%/°C

Current-Voltage & Power-Voltage Curve (550W)



# EUREKA TOWNSHIP

## BUILDING PERMIT APPLICATION

Eureka Township / 25043 Cedar Avenue, Farmington MN 55024  
Phone: (952) 469-3736 / Email: [deputyclerk@eurekatownship-mn.us](mailto:deputyclerk@eurekatownship-mn.us)

SITE INFORMATION   Eureka Township		PIN# 13-00800-75-151	Permit#
Site Address: 9000 235 <sup>th</sup> St W		City Lakeville	Zip 55044
PROPERTY OWNER INFORMATION			
Name Justin Fjerstad		Phone 507-358-2633	
Address		City	State Zip
APPLICANT/CONTRACTOR INFORMATION			
Applicant Name SELF		License Number	
Contact Person Justin Fjerstad		Email	
Address 9000 235 <sup>th</sup> St W		City Lakeville	State MN Zip 55044
Cell Phone 507-358-2633		Day Time Phone Same	Fax
TOWNSHIP / LOCAL GOVERNMENT			
Permit complies with the Wetland Conservation Act subject to the following conditions:			
<input type="checkbox"/> Dakota County Shoreland/Letter or Permit		<input type="checkbox"/> Vermillion River Watershed/Letter or Permit	Date
Applicant is aware he needs a permit			
PLEASE INDICATE PROJECT TYPE		PROVIDE THE FOLLOWING FOR NEW HOME AND AS NEEDED	
<input checked="" type="checkbox"/> Residential or <input type="checkbox"/> Commercial/Industrial		<input type="checkbox"/> Signature from Township on Building Permit Application	
<input type="checkbox"/> New Home Construction	<input type="checkbox"/> Private Dog Kennel	<input type="checkbox"/> Building Plans (Cross Section, Elevations, Floor Plan) – 2 copies	
<input type="checkbox"/> Deck	<input type="checkbox"/> Public Utility Structure	<input type="checkbox"/> Heat Loss, Combustion Air & Make-up Air Calculations– 2 copies	
<input checked="" type="checkbox"/> Accessory Bldg/Pole Shed	<input type="checkbox"/> Signs*	<input type="checkbox"/> Energy Certificate – 2 copies	
<input type="checkbox"/> Remodel	<input type="checkbox"/> Govt Bldg/Facility*	<input type="checkbox"/> Driveway Permit (Required for access to State, County, Twp. Roads)	
<input type="checkbox"/> Demolition	<input type="checkbox"/> Church/Religious Bldg*	<input type="checkbox"/> Survey / Detailed Site Plans – 2 copies	
<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> Solar Energy*	<input type="checkbox"/> Erosion and Sediment Control Plans	
<input type="checkbox"/> Moving a Building	<input type="checkbox"/> Communication Tower*	<input type="checkbox"/> Complete Septic Design	
<input type="checkbox"/> Aircraft Hangar	* CUP also required	<input type="checkbox"/> New Home Checklist	
<input type="checkbox"/> Other:			
Estimated Cost of Labor & Materials \$22,000			
Project Description: 2 car garage slab on grade			
Applicant hereby agrees that, upon issuance of this permit, all work shall be done and all materials used shall be in compliance with all applicable township, city and county ordinances. The applicant agrees to abide by all zoning regulations and to utilize this structure for its permitted use. Signature of this application by the legal property owner or owner's representative is required and authorizes the Township Zoning Administrator or designee and the Building Official or designee to enter upon the property to perform needed inspections. Entry may be without prior notice.			
The property owner agrees to pay all plan review fees even if he/she chooses not to proceed with the work. Permit expires when work is not commenced within 180 days from date of permit, or if work is suspended, abandoned or not inspected for 180 days. Work beyond the scope of this permit, or work without a permit or inspection will be subject to penalty.			
Signature of Property Owner:		Date: 10-2-25	
Signature of Contractor:		Date:	

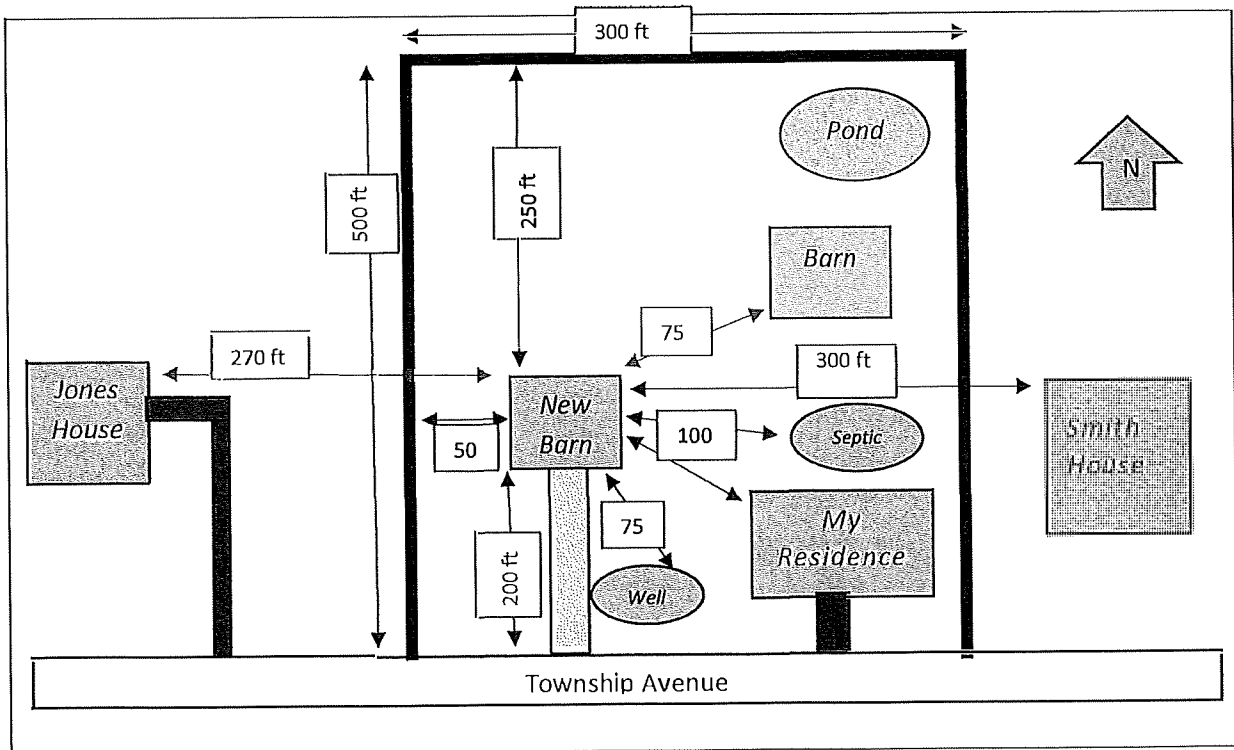
## SUPPLEMENT TO ACCESSORY STRUCTURES PERMIT APPLICATION

(MUST be included when applying for permit)

1. Dimensions of new structure 19X42 equals 798' square feet.
2. Floor structure: Concrete Slab
3. Method of attachment to ground: Bolted to slab
4. Wall construction information: 2x6 16" OC psb sheathing with siding
5. Roof structure information: Casework truss package with shingles
6. Total area of all existing accessory buildings (excluding Agricultural buildings): 914
7. The dimensions (length and width) of all accessory buildings are on the site map:
8. Distance from property lines:
 

Side 1: <u>270 ft</u>	Side 2: <u>30 ft</u>
Rear: <u>263 ft</u>	Road center line: <u>116 ft</u>
9. Closest distance of new structure from primary residence: 10 ft

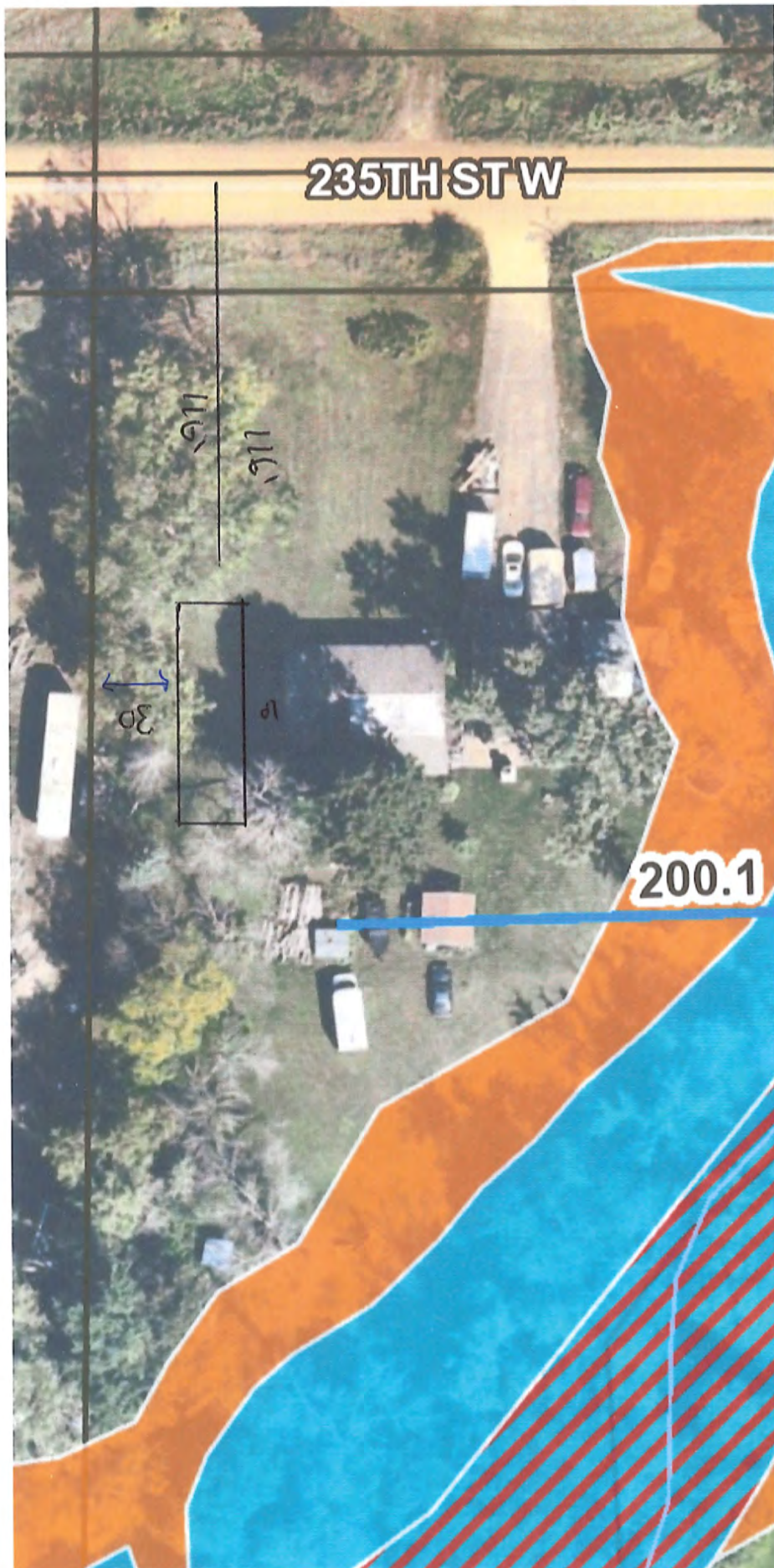
SAMPLE SITE PLAN; (NOTE: Distances should be in relation to the proposed building or structure)



3/13/2024







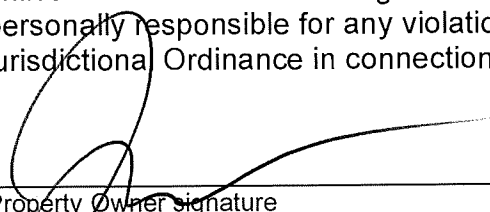


**Inspectron, Inc.**

Code Compliance Inspections  
15120 Chippendale Ave.  
Suite 202  
Rosemount, MN 55068  
Phone 651-322-6626  
Toll Free 800-322-6153  
Fax 651-322-7580

**Property Owner Waiver**

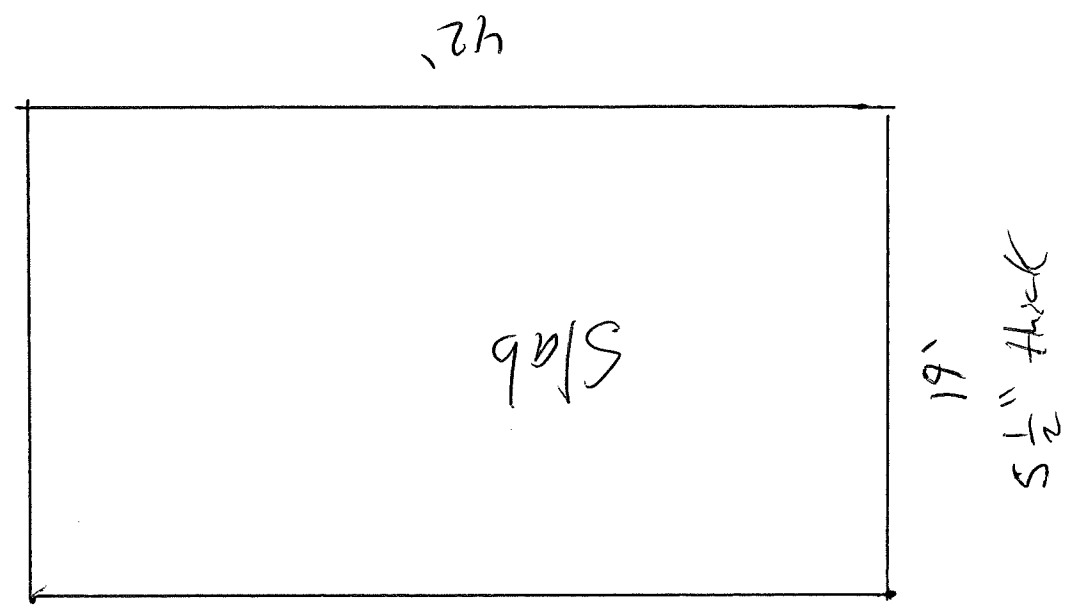
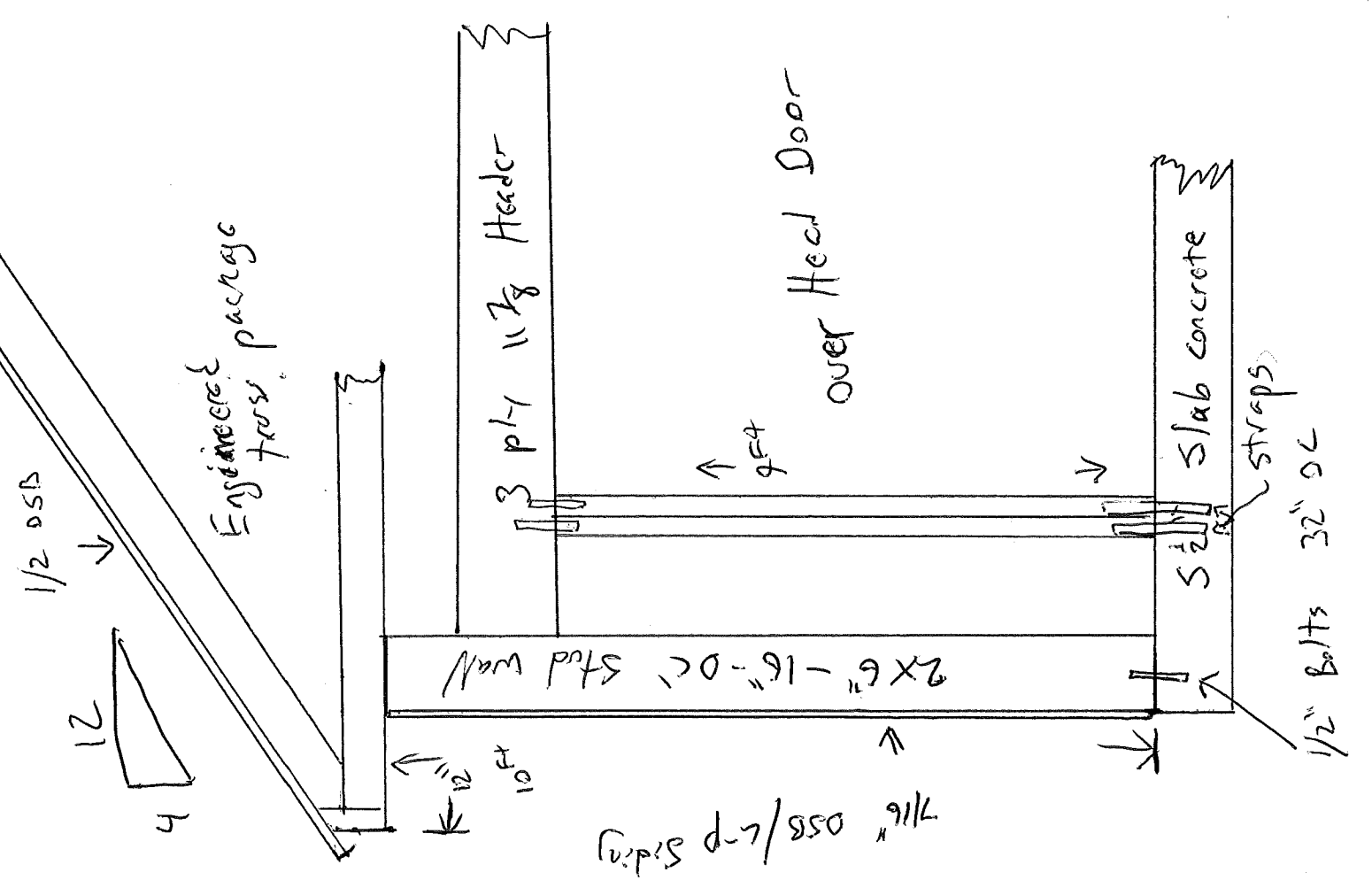
Property Owner Waiver Minnesota State Contractor Licensing Requirements. The purpose of this form is to have property owners acknowledge their responsibilities to the Minnesota State Building Code, to Zoning Ordinances, and to other applicable rules and regulations when they are acting as general contractor in building projects. I understand that the State of Minnesota requires that all Residential Building Contractors, Remodelers, and Roofers, obtain a State License unless they qualify for a specific exemption from the licensing requirements. By signing this waiver, I attest to the fact that I am building or improving my property by myself. I claim to be exempt from the State License requirements because I am not in the business of building on speculation or for resale and this is the first residential structure that I have built or improved in the past 24 months. I acknowledge that because I do not have a State License, I forfeit any mechanic's lien rights to which I may otherwise have been entitled under Minnesota State Statute 514.01. I acknowledge that I may be hiring independent contractors to perform certain aspects of the construction or improvement of this property. Some of these contractors may be required to be licensed by the State of Minnesota. I understand that unlicensed residential contracting, remodeling, and/or roofing activity is a misdemeanor under Minnesota State Statute 326.92, subdivision 1, and that I forfeit my rights to reimbursement from the Contractor's Recovery Fund in the event that any contractors that I hire are unlicensed. I also acknowledge that as the contractor on this project, I am solely and personally responsible for any violations of the State Building Code and/ or jurisdictional Ordinance in connection with the work performed on this property.

  
\_\_\_\_\_  
Property Owner Signature

10-2-25  
\_\_\_\_\_  
Date

4000 235<sup>th</sup> St W Lakewood, MN 55045  
\_\_\_\_\_  
Project Address





<b>Property Card</b>	<b>Parcel ID Number</b>	<b>13-00800-75-151</b>
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Owner Information	
Fee Owner	
JUSTIN H FJERSTAD CALLISTA L DUNCANSON	
Mailing Address	
9000 235TH ST W LAKEVILLE MN 55044	
Property Address	
Address	
9000 235TH ST W	
Municipality	
EUREKA TWP	



Parcel Information					
Sale Date	11/21/1997	Total Acres	2.46	Plat	SECTION 8 TWN 113 RANGE 20
Sale Value	\$137,000.00	R/W Acres	0.25	Lot and Block	8 113 20
Uses	RESIDENTIAL	Water Acres	0	Tax Description	PT OF SE 1/4 LYING N & W OF C/L OF VERMILLION RIVER SUBJ TO HWY ESMNT

2026 Building Characteristics (payable 2027)*					
Building Type	S.FAM.RES	Year Built	1971	Bedrooms	3
Building Style	ONE STORY	Foundation Sq Ft	1,182	Bathrooms	2.00
Frame	WOOD	Above Grade Sq Ft	1,182	Garage Sq Ft	816
Multiple Buildings		Finished Sq Ft	1,686	Other Garage	

Miscellaneous Information					
School District	194	Watershed District	VERMILLION RIVER	Homestead	NON HOMESTEAD
Green Acres		Ag Preserve		Open Space	

Assessor Valuation		
	Taxable	Estimated
2026 Land Values (payable 2027)	\$116,800.00	\$116,800.00
2026 Building Values (payable 2027)*	\$269,800.00	\$269,800.00
2026 Total Values (payable 2027)*	\$386,600.00	\$386,600.00
2025 Total Values (payable 2026)*	\$342,300.00	\$342,300.00

Property Tax Information		
Net Tax (payable 2026)	Special Assessments (2026)	Total Tax & Assessments (2026)
\$3,236.00	\$0.00	\$3,236.00

\* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: data is believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



**LAND USE PERMIT APPLICATION FOR  
ASSESSORY STRUCTURES AND ADDITIONS**

**Dakota County Environmental Resources**  
14955 Galaxie Avenue, Apple Valley MN 55124  
Phone: 952-891-7000 Fax: 952-891-7031

A permit must be obtained before beginning any construction activity. All building construction must be inspected by the township building official. All septic systems must conform to Dakota County Ordinance 113 and MN Rules 7080-7083 including required Shoreland setbacks.

Owner Name & Current Address: Applicant is aware this is needed.

Property Address (if different): Permit will be applied for prior to PC Mtg.

City/Zip \_\_\_\_\_ Parcel ID: \_\_\_\_\_

Email Address: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

**Please check all that apply:**

<input checked="" type="checkbox"/>	Part A: Type of Structure
<input type="checkbox"/>	Alteration of Existing Structure
<input type="checkbox"/>	Shed
<input type="checkbox"/>	Deck
<input type="checkbox"/>	Garage
<input type="checkbox"/>	Demolition
<input type="checkbox"/>	Ag Building
<input type="checkbox"/>	Other (gazebo, boathouse, water oriented accessory structure)
<input type="checkbox"/>	Is there floodplain on the property?



Permit Fee (based on value of structure)	
\$1.00 - \$30,000	\$167
\$30,001 - \$40,000	\$177
\$40,001 - \$50,000	\$311
\$50,001 - \$100,000	\$223
\$100,001 - \$200,000	\$449
\$200,001 +	\$667
Ag Building	\$71
<i>Working without a permit is Double the permit fee</i>	

Builder: \_\_\_\_\_  
 Company Name \_\_\_\_\_ Address \_\_\_\_\_ Name of competent person on site \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Structure Setbacks and Lot Specifications								
	Recreation Lake	Natural Environment Lake	Recreation River	Scenic River	Transition River	Agricultural River	Remote River	Tributary River
State or County Road	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Township Road / RR	40 feet	40 feet	40 feet	40 feet	40 feet	40 feet	40 feet	40 feet
Ordinary High Water Mark	100 feet	200 feet	200 feet	200 feet	200 feet	200 feet	200 feet	100 feet
Side & rear lot line	10 feet	10 feet	10 feet	10 feet	10 feet	10 feet	10 feet	10 feet
Bluffline	40 feet	40 feet	40 feet	40 feet	40 feet	40 feet	40 feet	40 feet
Unplatted cemetery	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Sewer to OHWM	75 feet	150 feet	150 feet	150 feet	150 feet	150 feet	150 feet	75 feet
Minimum lot size (sq. ft.)	40,000	80,000*	87,120	174,240	80,000	80,000	N/A	80,000
Maximum structure height	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet
Lot width at building line & water frontage	150 feet	200 feet	250 feet	250 feet	250 feet	150 feet	300 feet	100 feet

Township setbacks may be greater. Check with your township for setback information.

HOMEOWNER CHECK LIST

- Permit fee, construction plans and site plan must accompany this application.
- Acknowledgement from the township that a permit has been approved or is not necessary from the townships.
- A septic system compliance inspection must be performed for home additions or alteration of a structure serviced by a septic system.
- Check or money order should be made payable to: DAKOTA COUNTY TREASURER. To make a credit card payment, please call 952-891-7575.
- A 24-hour notice is required for an inspection.
- Permits are valid for one year.

*I agree that any plans and specifications submitted are part of this permit application. I understand that Dakota County takes no responsibility for the proper design of the project. I accept all responsibility for the design of the project and for all damages resulting from the failure of the project due to improper design and understand that false or misleading information may be grounds for invalidating this permit. I hereby certify that the information provided is correct and agree to have the proposed work done in strict accordance with the description given and according to the provisions of the Dakota County Ordinance 50, Ordinance 113, and Minnesota Rules 7080-7083. I understand that this permit is valid for a period of one year from the date of issuance.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<p>For Office Use Only:</p> <p>Permit #: _____</p> <p>Check #: _____</p> <p>Amount: _____</p> <p>Approved by: _____</p>	<p>Comments:</p>
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# EUREKA TOWNSHIP MEMORANDUM

**To:** Eureka Town Board  
**From:** Liz Atwater, Clerk/Treasurer  
**Date:** May 7, 2026  
**Re:** Agricultural Preserve Application

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## Action Requested

The Town Board is requested to review and make a determination on the submitted Agricultural Preserve Applications.

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## Metropolitan Agricultural Preserve Program

The Metropolitan Agricultural Preserve Program is designed to protect farmland within the Twin Cities metropolitan area. Under Minnesota Statute 473H.01, local governments designate areas for long-term agricultural use and apply zoning protections to preserve those lands.

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## Eligibility Requirements

All owners of qualifying agricultural property may apply, regardless of homestead status. To be eligible, the property must meet the following criteria:

- Zoned for long-term agricultural use by the local jurisdiction, with a maximum residential density of one dwelling unit per forty (40) acres
  - Consist of at least 40 acres (smaller parcels may qualify at the Township's discretion)
  - Be enrolled in an eight (8) year agreement to remain in agricultural use and be farmed according to acceptable practices, as approved by the County Agricultural Service
- 

## Application Process

Property owners must submit applications to the local city or township. Applications must:

- Be approved by the Township no later than June 1 of each year
  - Be filed with the County Recorder, with a copy provided to the County Assessor
- 

## Applications for Consideration

The Township has received the following Agricultural Preserve applications for review. These parcels are currently enrolled in the program and are set to expire in 2026. All applications must be approved and notarized by June 1, 2026.

**i. Pryor, Thomas and Carol, Trustees – Agricultural Preserve Application**

- PIN: 13-03600-02-020
- PIN: 13-03600-25-010

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**Recommendation**

Staff recommends the Town Board review the submitted applications and take any action deemed appropriate.

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**Suggested Motion**

Motion to approve the Agricultural Preserve Application for Thomas and Carol Pryor, Trustees, for the following parcels: PIN: 13-03600-02-020 and 13-03600-25-010, and authorize execution of the required documents.

**METROPOLITAN AGRICULTURAL PRESERVES  
RESTRICTIVE COVENANT**

THIS AGREEMENT, made and entered into this 12 day of May, 2026, by and between Thomas L. and Carol A Pryor, Trustees, Record Fee Owner(s); \_\_\_\_\_ Contract for Deed Vendor(s) (Sellers), if any; \_\_\_\_\_ Contract for Deed Vendee(s) (Buyers), if any; hereinafter collectively referred to as Landowner(s); AND the Town of Eureka, Dakota County, Minnesota.

*(NOTE: Above-named Landowner(s) must be identified as Husband and Wife, a Single Person, a Partnership, a (State) Corporation, a Trustee of a Trust (describe), a Guardian or Administrator of an Estate (describe) — whatever the case might be. If the property is homestead, the spouse must join whether their name is on record or not. If the property is non-homestead and spouse doesn't join, then a statement must be put at the end of the legal description indicating that it is non-homestead.)*

WITNESSETH:

WHEREAS, the Landowner(s) above-named are the owners of a tract of land ("Land") in the County of Dakota, State of Minnesota, legally described as:

*(If Torrens property, use the description from the Certificate of Title, verbatim. If Abstract property, use description from the abstract or deed, or get it from your county auditor. Use an additional sheet if extra space is needed. Be sure to state your parcel identification number and whether or not your property is homesteaded.)*

Parcel I.D. No.: 13-03600-25-010 and 13-03600-02-020 Homestead or Non-homestead.  
(Circle one)

Legal Description:

See attached Property Cards

WHEREAS, the Landowner(s) desire to receive the benefits of participation in the State of Minnesota Metropolitan Agricultural Preserves Program established by Minn. Stat. ch. 473H, and have made application for initiating placement of the Land described herein into a Metropolitan agricultural preserve, a copy of which is attached hereto as Attachment A; and

WHEREAS, the Land described herein is classified as agricultural pursuant to Minn. Stat. § 273.13, and Town of Eureka approved and certified the Land as being eligible for designation as an agricultural preserve. A copy of the affidavit evidencing that the Land is certified long-term agricultural at the date of application is attached hereto as Attachment B; and

WHEREAS, Minn. Stat. § 473H.05 requires applicants to complete and file as part of their application a restrictive covenant which shall constitute an easement running with the land.

NOW, THEREFORE, in consideration of receipt of the benefits of participation in the State of Minnesota Metropolitan Agricultural Preserves Program, the Landowner(s), on behalf of themselves and their successors and assignees, agree and covenant as follows:

1. The Land herein described shall be kept in agricultural use, which means the production for sale of livestock, dairy animals, dairy products, poultry or poultry products, fur bearing animals, horticultural or nursery stock, fruit, vegetables, forage, grains, or bees and apiary products. Wetlands, pasture and woodlands accompanying land in agricultural use shall be deemed to be in agricultural use.
2. The Land herein described shall be used in accordance with the provisions of Minn. Stat ch. 473H that exist on the date of this covenant.
3. This Restrictive Covenant shall be binding on the Landowner(s), or their successors and assignees, and shall run with the land.

*In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-201-6000. TTY users can call the Minnesota Relay Service at 711. The MDA is an equal opportunity employer and provider.*

Minnesota Department of Agriculture  
625 North Robert Street  
Saint Paul, Minnesota 55155-2538  
651-201-6369

AG-03384  
10/15/2019

4. This Restrictive Covenant shall remain in full force and effect in accordance with Minn. Stat. ch. 473 until:
- a. Expiration initiated by Landowner(s) pursuant to Minn. Stat. § 473H.08, subd. 2;
  - b. Expiration initiated by the Authority pursuant to Minn. Stat. § 473H.08, subd. 3;
  - c. Expiration over that portion of the Land a state agency or government unit purchases or takes an easement over for public trail or public park purposes pursuant to Minn. Stat. § 473H.08, subd. 3a;
  - d. Termination by executive order of the governor in the event of a public emergency pursuant to Minn. Stat. § 473H.09, subd. 1;
  - e. Termination following the death of the owner, owner's spouse or other qualifying person pursuant to Minn. Stat. § 473H.09, subd. 2;
  - f. Termination by majority vote of the Authority pursuant to Minn. Stat. § 473H.09, subd. 3;
  - g. Annexation of the Land in conformance with Minn. Stat. § 473H.14; or
  - h. Acquisition of the Land by eminent domain in conformance with Minn. Stat. § 473H.15.

5. Enforcement: This Agreement and Restrictive Covenant may be enforced by the Town of Eureka or the State of Minnesota, or by an interested person, by appropriate action in the courts of the State of Minnesota.

This instrument was completed by Thomas and Carol Pryor on a form prepared and approved by the Minnesota Department of Agriculture, 625 N. Robert St., St. Paul, Minnesota 55155-2538.

IN WITNESS HEREOF, the parties to this agreement have caused this instrument to be executed on the day and year first above written. *(To be signed in the presence of a notary public with exact same name as on page 1.)*

Witnessed Signature of Record Fee Owner(s):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witnessed Signature of Contract for Deed Vendor(s) (Sellers), if any:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witnessed Signature of Contract for deed Vendee(s) (Buyers) if any:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witnessed Signature and Title of Public Officer:

\_\_\_\_\_ of \_\_\_\_\_ County, Minnesota  
*(Signature and Title or Position of Local Authority)*

For Individual or Husband/Wife:

State of \_\_\_\_\_ )  
 ) SS  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

*(Print or type exact same name(s) with marital status or identity as on page 1.)*

\_\_\_\_\_  
*Signature of Notary Public*  
 Commission Expires \_\_\_\_\_

For Individual or Husband/Wife:

State of \_\_\_\_\_ )  
 ) SS  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

*(Print or type exact same name(s) with marital status or identity as on page 1.)*

\_\_\_\_\_  
*Signature of Notary Public*  
 Commission Expires \_\_\_\_\_

**APPLICATION FOR INITIATING  
PLACEMENT OF LAND INTO A  
METROPOLITAN AGRICULTURAL PRESERVE**

LOCAL AUTHORITY: Town of Eureka and \_\_\_\_\_  
(if applicable)

1. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF RECORD FEE OWNER(S) Owner(s) is ("X" one):  
(Use this space only if applicable. Must be same names as on page 1.)

Thomas L and Carol A. Pryor, TSTES  
27283 Denmark Ave  
Farmington, MN 55024

- Individual  
 Legal Guardian  
 Family Farm Corporation  
 Other  
 (Specify) Trust

2. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF CONTRACT FOR DEED BUYER(S) (VENDEES)  
(Use this space only if applicable. Must be same names as on page 1.)

3. PRINT OR TYPE NAME(S) AND ADDRESS(ES) OF CONTRACT FOR DEED SELLER(S) (VENDORS)  
(Use this space only if applicable. Must be same names as on page 1.)

4. BASIS OF ELIGIBILITY OF LAND ("X" one):

- 40 or more acres of land.  
 Non-contiguous parcels of at least ten acres each; parcels farmed as a unit.  
 35-acre parcel, bound by public right-of-way or perturbation in the rectangular survey system.  
 20-acre parcel, subject to the conditions of Minnesota Statutes, section 473H.03, subdivision 4.

5. TOTAL ACRES: 156.7

6. TYPE OF PROPERTY ("X" one):

- Abstract  
 Registered (*Torrens*). If "Torrens" property, include your Owner's Duplicate Certificate of Title.

In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-201-6000. TTY users can call the Minnesota Relay Service at 711. The MDA is an equal opportunity employer and provider.

FOR LOCAL AUTHORITY ONLY:

7. This application has been reviewed by this Authority and is determined complete this 12 day of May, 2026.  
The restrictive covenant and the affidavit from the Authority certifying eligibility of the land are included in this application.

\_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
*(Signature and Title or Position of Local Authority)*

8. DATE OF PLACEMENT OF LAND INTO PRESERVE: June 12, 2026  
*(Must be thirty days after the date in No. 7 above.)*

<b>Property Card</b>	<b>Parcel ID Number</b>	<b>13-03600-02-020</b>
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Owner Information	
Fee Owner	
THOMAS L TSTE PRYOR CAROL A TSTE PRYOR	
Mailing Address	
27283 DENMARK AVE FARMINGTON MN 55024	
Property Address	
Address	
Municipality	
EUREKA TWP	

Parcel Information					
Sale Date		Total Acres	76.80	Plat	SECTION 36 TWN 113 RANGE 20
Sale Value	\$0.00	R/W Acres	0.77	Lot and Block	36 113 20
Uses	AG-AG PRESERVE	Water Acres	0	Tax Description	S 1/2 OF NE 1/4 EX E 208.8 FT OF S 417.5 FT & EX W 156.60 FT OF E 365.40 FT OF S 417.50 FT THEREOF

2026 Building Characteristics (payable 2027)*					
Building Type		Year Built	0	Bedrooms	
Building Style		Foundation Sq Ft		Bathrooms	0
Frame		Above Grade Sq Ft	0	Garage Sq Ft	0
Multiple Buildings		Finished Sq Ft	0	Other Garage	

Miscellaneous Information					
School District	659	Watershed District	NORTH CANNON	Homestead	FULL HOMESTEAD
Green Acres		Ag Preserve	Y	Open Space	

Assessor Valuation		
	Taxable	Estimated
2026 Land Values (payable 2027)	\$713,100.00	\$713,100.00
2026 Building Values (payable 2027)*	\$0.00	\$0.00
2026 Total Values (payable 2027)*	\$713,100.00	\$713,100.00
2025 Total Values (payable 2026)*	\$697,900.00	\$697,900.00

Property Tax Information		
Net Tax (payable 2026)	Special Assessments (2026)	Total Tax & Assessments (2026)
\$1,926.00	\$0.00	\$1,926.00

\* Manufactured Homes Payable the Same Year as Assessment.  
 Disclaimer: data is believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

<b>Property Card</b>	<b>Parcel ID Number</b>	<b>13-03600-25-010</b>
----------------------	-------------------------	------------------------

Owner Information	
Fee Owner	
THOMAS L TSTE PRYOR	
CAROL A TSTE PRYOR	
Mailing Address	
27283 DENMARK AVE	
FARMINGTON MN 55024	
Property Address	
Address	
27283 DENMARK AVE	
Municipality	
EUREKA TWP	



Parcel Information					
Sale Date		Total Acres	79.90	Plat	SECTION 36 TWN 113 RANGE 20
Sale Value	\$0.00	R/W Acres	0	Lot and Block	36 113 20
Uses	AG-AG PRESERVE	Water Acres	0	Tax Description	E 1/2 OF NW 1/4

2026 Building Characteristics (payable 2027)*					
Building Type	S.FAM.RES	Year Built	1880	Bedrooms	4
Building Style	1-3/4 STRY	Foundation Sq Ft	800	Bathrooms	1.00
Frame	WOOD	Above Grade Sq Ft	1,220	Garage Sq Ft	0
Multiple Buildings		Finished Sq Ft	1,440	Other Garage	

Miscellaneous Information					
School District	659	Watershed District	NORTH CANNON	Homestead	FULL HOMESTEAD
Green Acres		Ag Preserve	Y	Open Space	

Assessor Valuation		
	Taxable	Estimated
2026 Land Values (payable 2027)	\$809,952.00	\$817,200.00
2026 Building Values (payable 2027)*	\$175,332.00	\$189,200.00
2026 Total Values (payable 2027)*	\$985,284.00	\$1,006,400.00
2025 Total Values (payable 2026)*	\$942,097.00	\$965,400.00

Property Tax Information		
Net Tax (payable 2026)	Special Assessments (2026)	Total Tax & Assessments (2026)
\$3,980.00	\$0.00	\$3,980.00

\* Manufactured Homes Payable the Same Year as Assessment.  
 Disclaimer: data is believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

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## Housing Right Eligibility - Murphy Property

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**From** Troy Gilchrist <Troy@townlawcenter.com>  
**Date** Thu 5/7/2026 1:02 PM  
**To** Eureka Township Clerk <clerk@eurekamn.gov>

Hello Liz,

I am writing to follow up on the question you raised regarding the housing right application submitted by Brian and Tricia Murphy property (PID 13-00500-01-016). The property is located in four quarters and in the NE quarter the land that was owned by others were annexed into the city and so they are the only owners in that quarter. So, the question becomes whether their housing right for their property in the NE quarter moves from a shared right to a native right as a result of the annexation of the other property.

My opinion is that once the other property in the quarter was annexed into the city, the shared right became a native right as it is no longer shared with any other owners. Attempting to continue to track property rights on property that is no longer within the jurisdictional boundaries of the town would be problematic, particularly if the land has since been platted and developed with several new homes. I am sure it is possible to come up with scenarios were converting a share right to a native right could create an issue, but it seems treating the right as a native right in this case reflects the most reasonable approach. There is only one housing right left, which is held by the Murphys, and that is not shared within anyone. As such, it effectively becomes a native right that can be transferred in the same manner as any other native right.

Feel free to let me know if there are any other questions.

Troy Gilchrist, Attorney  
612-234-7539  
[troy@townlawcenter.com](mailto:troy@townlawcenter.com)

Town Law Center, PLLP  
1250 Wayzata Blvd E  
Unit #1065  
Wayzata, MN 55391  
[www.townlawcenter.com](http://www.townlawcenter.com)



## EUREKA TOWNSHIP MEMORANDUM

**To:** Town Board

**From:** Liz Atwater, Clerk/Treasurer

**Re:** Housing Right Eligibility Permit Application – Brian and Tricia Murphy

**PID:** 13-00500-01-016

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### Background

The subject parcel (PID: 13-00500-01-016), owned by Brian and Tricia Murphy, encompasses four (4) Quarter-Quarter (QQ) sections within the Northeast Quarter of Section 05.

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### Findings

- No documentation was found indicating that Housing Rights have been transferred into or out of the subject parcel.
  - Property was last split in 1989.
  - 0511- Northeast QQ- Two (2) additional lots in this QQ- that have since been annexed into Lakeville
  - 0513-Northwest QQ- Three (3) additional lots in this QQ
  - 0515- Southwest QQ- house built in 1987 on PID 13-00500-02-012- No Housing Right
  - 0517- Southeast QQ- house was prior to 1982, but new home was brought in 2008. PID 13-00500-01-018- No Housing Right
- 

### Sources Reviewed

- Dakota County RecordEASE
  - Dakota County GIS
  - Eureka Township property files
- 

### Recommendation

**QQ 0513:** Based on available records, Township staff recommends advising the applicant that they may be eligible for use of a shared housing right; however, the Town Board cannot make a final determination at this time due to the provisions of Ordinance 240-09, Section 3 – Shared Right, which states:

“The interim status of a native right in an undeveloped quarter-quarter section with two or more properties under different owners. A shared right is not eligible to be transferred out of the quarter-quarter section because it is not yet fully controlled by one owner. The first owner to claim the shared right, apply for a building permit, and start construction within the time limits specified in this chapter has permanent use of the native right. The right is no longer a shared right.”

### QQ 0511:

- This Quarter-Quarter was previously shared with two (2) other PIDs, which have since been annexed into Lakeville.
- The Town Board should determine whether this right should remain as a shared right, adhering to the ordinance definition and requirements, or whether, since Brian and Trica Murphy are now the sole remaining owner in this QQ, should the right be considered a Native Right, with corresponding rights and obligations.

---

### **Suggested Motion**

Move that the shared housing right in QQ 0511, which only has one remaining parcel which is PID: 13-00500-01-016, with 33.64 acres, and is currently owned by Brian and Trica Murphy, shall now be **recognized as a Native Right**, with all corresponding rights and obligations under Ordinance 240-09. In addition, the Housing Right Eligibility Permit Application for Brian and Tricia Murphy, recognizes one (1) Native Housing Right identified as 0511, as depicted on the Dakota County GIS map maintained with the application.

BERKING

# EUREKA TOWNSHIP

## HOUSING RIGHT ELIGIBILITY PERMIT APPLICATION

Eureka Township / 25043 Cedar Avenue, Farmington MN 55024  
Phone: (952) 469-3736 / Email: [deputyclerk@eurekamn.gov](mailto:deputyclerk@eurekamn.gov)

<b>SITE INFORMATION</b>   Eureka Township 113, Range 20, Dakota County, Minnesota	PIN# <u>130050001016</u>	Permit#
Address # (if known) and/or Public Street	Located in the ___ Quarter of the <u>NE</u> Quarter of Section <u>5</u> ___ Attach Legal Description of Property	
City State ZIP	___ Residential Dwelling ___ Agricultural Building ___ Exempt (church, school, public utility)	

<b>PROPERTY OWNER INFORMATION</b>			
Name	<u>Brian + Tricia Murphy</u>		
Address	<u>6730 Lakeville Blvd</u>		
City State ZIP	<u>Lakeville MN 55044</u>		
Email	<u>brianpaulmurphy73@gmail.com</u>		
Cell Phone	<u>952-292-3035</u>		
Day Phone			

**HOUSING RIGHT STATUS**

Native right (by zoning)

\*Shared right (being claimed by applicant subject to actual start of construction per Ordinance)

Grandfathered right (attach Title Opinion with Dakota County certified document with survey description)

Transfer Right (attach a copy of approved Transfer Agreement or Certificate of Intent to Acquire a Housing Right)

\*Please note that if this is a shared right, a building permit must be submitted along with this application. If construction is not started within 180 days of issuance of a Building Permit, this Housing Right Eligibility permit shall become invalid unless an extension is requested and granted. See Ordinance §240-22 for reference.

**SETBACKS, LOT DIMENSIONS, DRIVEWAY ACCESS (If applicable)**

Attach copy of property survey showing plan for public road access, structure positions, setback dimensions, and well and septic positioning:

Lot Size: 33.64 acres  Minimum 250-foot Lot Width at house placement

Lot supports two septic systems  Plan meets well setback requirements

Minimum 30-foot side and rear setbacks  Minimum 250 ft. to nearest Ag building not this owner's

Minimum 100-foot Township road setback or 110-foot County road setback

Plan meets Wetland Determination requirements (Attach certification)

Access to Public Road:

Own 33-foot frontage OR  Servient easement agreement (Copy attached)

Access point minimum 100-feet from public road intersections

Signature of Applicant: <u>Brian P Murphy</u>	Date: <u>1-8-2025</u>
Printed name of Applicant: <u>Brian P Murphy</u>	

<b>Property Card</b>	Parcel ID Number 13-00500-01-016
----------------------	----------------------------------

<b>Owner Information</b>
Fee Owner BRIAN P MURPHY TRICIA T MURPHY
Mailing Address 6730 LAKEVILLE BLVD  LAKEVILLE MN 55044



<b>Property Address</b>
Address
Municipality EUREKA TWP

Parcel Information	
Sale Date	Total Acres 33.64
Sale Value \$0.00	R/W Acres 0.67
Uses AG-GREEN ACRES	Water Acres
	Plat SECTION 5 TWN 113 RANGE 20
	Lot and Block 5 113 20
	Tax Description S 888.02 FT OF N 1776.04 FT OF E 100 A OF NE 1/4

2025 Building Characteristics (payable 2026)*		
Building Type	Year Built 0	Bedrooms
Building Style	Foundation Sq Ft	Bathrooms
Frame	Above Grade Sq Ft	Garage Sq Ft
Multiple Buildings	Finished Sq Ft	Other Garage

Miscellaneous Information					
School District 194	Watershed District VERMILLION RIVER	Homestead FULL HOMESTEAD	Green Acres Y	Ag Preserve	Open Space

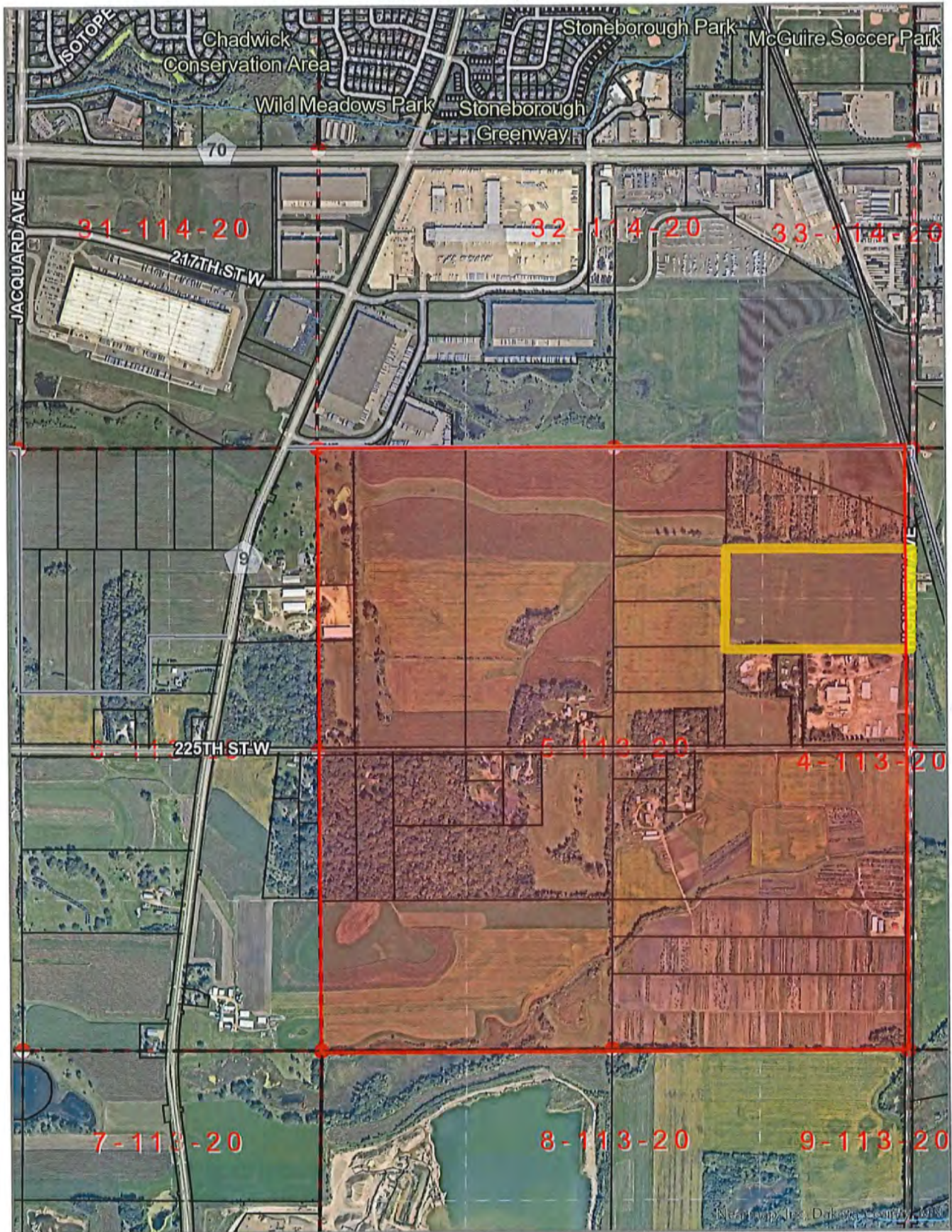
Assessor Valuation		
	Taxable	Estimated
2025 Land Values (payable 2026)	\$328,400.00	\$338,300.00
2025 Building Values (payable 2026)*	\$0.00	\$0.00
2025 Total Values (payable 2026)*	\$328,400.00	\$338,300.00
2024 Total Values (payable 2025)*	\$311,900.00	\$311,900.00

Property Tax Information		
Net Tax (payable 2025) \$1,874.00	Special Assessments (2025) \$0.00	Total Tax & Assessments (2025) \$1,874.00

\* Manufactured Homes Payable the Same Year as Assessment.

*Disclaimer:* Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

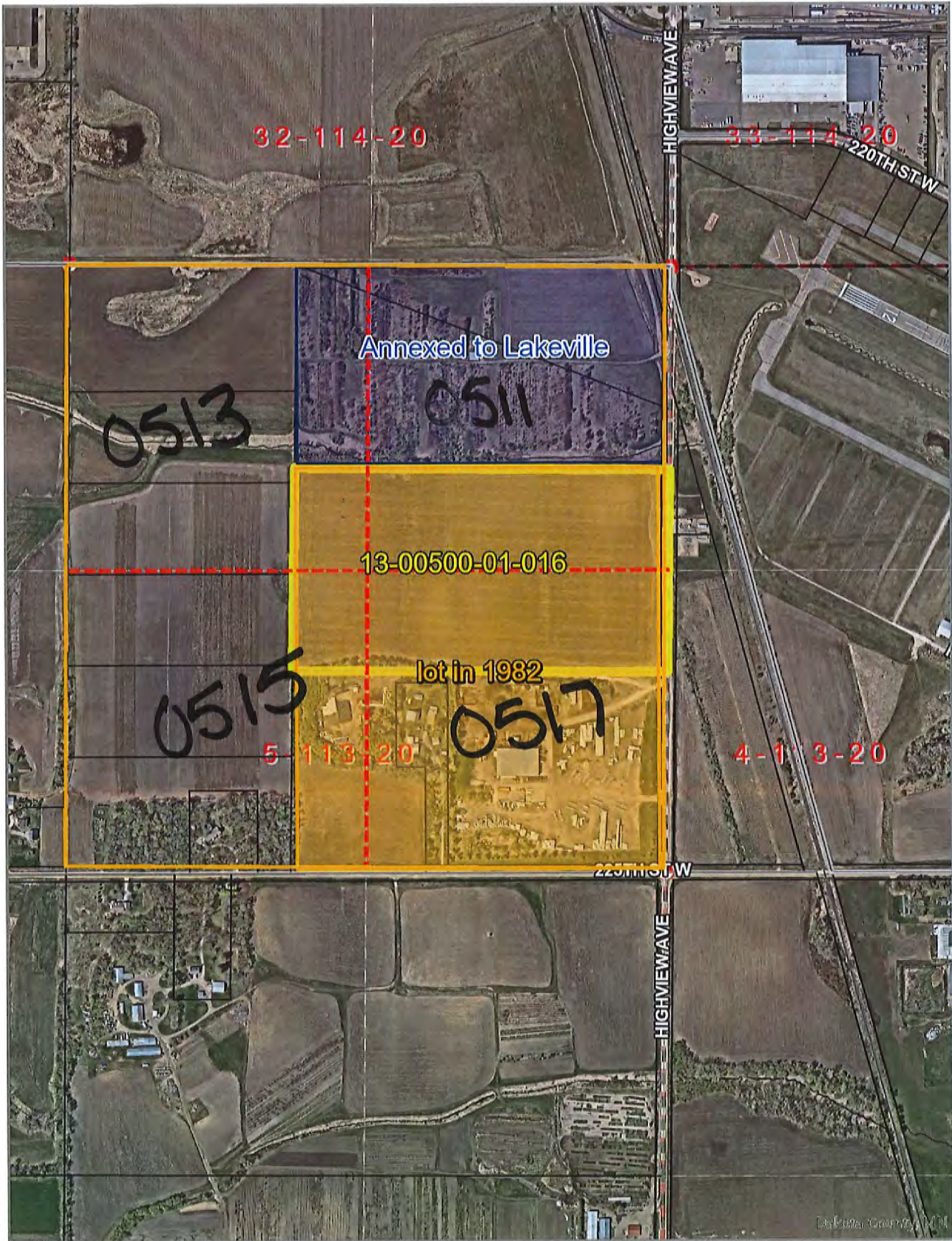
### Dakota County, MN



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 This is not a legal document and should not be substituted for a title search, appraisal, survey, or  
 for zoning verification.

Map Scale  
 1 inch = 1200 feet  
 4/2/2026

### Dakota County, MN



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.*

Map Scale  
**1 inch = 600 feet**  
 3/17/2026  
**40**

## Tonsager Housing Density

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**From** Troy Gilchrist <Troy@townlawcenter.com>  
**Date** Thu 5/7/2026 1:23 PM  
**To** Eureka Township Clerk <clerk@eurekamn.gov>

Hello Liz,

I am writing to follow up on the housing density question regarding the David and Amy Tonsager property (PID 13-02100-75-012). In this case, the housing density issue turns on whether their existing home is north or south of the line between the quarter-quarters. If the home is the northern QQ, then the owners are not able to proceed with their plans to separate off the northern part of the land as a new building site as that would cause the property to exceed the limitation on density. If the existing home is south of the line, then a density remains available in the northern QQ.

It does appear that the home is south of the line. There is no doubt that it is close to the line, but extending what I understand to be the QQ line across the property results in the home being south of the line. Of course, the town board could ask the owner to have a surveyor review it and provide a survey showing the line, but I am not sure that would forward the intent behind the density limitation. If the home is found to be south of the line, then the density for that QQ is taken. It shouldn't result in excess density under the ordinance.

Again, feel free to let me know if there are any questions.

Thanks.

Troy Gilchrist, Attorney  
612-234-7539  
[troy@townlawcenter.com](mailto:troy@townlawcenter.com)

Town Law Center, PLLP  
1250 Wayzata Blvd E  
Unit #1065  
Wayzata, MN 55391  
[www.townlawcenter.com](http://www.townlawcenter.com)



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## **EUREKA TOWNSHIP MEMORANDUM**

**To:** Eureka Township Board of Supervisors

**From:** Liz Atwater, Clerk/Treasurer

**Date:** April 9, 2026

**Subject:** Determination of Housing Density – QQ 2171 & 2177

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### **Background**

PID: 13-02100-75-012, owned by David and Amy Tonsager, is located across QQ 2171 and QQ 2177. The property owners have requested clarification from the Board regarding which QQ section their home is officially considered to be located in for housing density purposes.

Per Ordinance 240-10, the housing density cap is four dwelling units per QQ section. Accurate identification of the QQ section is necessary to ensure compliance with the ordinance.

---

### **Recommendation / Action Needed**

The Town Board should review the Dakota County GIS Maps and determine which QQ section this property is officially assigned to for housing density purposes. This determination will establish the applicable density cap and guide any future development decisions.

<b>Property Card</b>	Parcel ID Number 13-02100-75-012
----------------------	----------------------------------

<b>Owner Information</b>
Fee Owner DAVID F & AMY L TONSAGER
Mailing Address 25700 GRANITE PATH  FARMINGTON MN 55024-9232



<b>Property Address</b>
Address 25700 GRANITE PATH
Municipality EUREKA TWP

Parcel Information	
Sale Date	Total Acres 10.10
Sale Value \$0.00	R/W Acres 0.53
Uses RESIDENTIAL	Water Acres
	Plat SECTION 21 TWN 113 RANGE 20
	Lot and Block 21 113 20
	Tax Description PT OF LOT 2 COM NE COR S ON E L 925 FT W 545 FT TO BEG S 380 FT S 54D W 722 FT TO SHORELINE OF CHUB LK NW'LY ON SHORELINE TO W L LOT 2 N 201 FT TO TWP RD NE'LY ON RD TO INT WITH L DRAWN W FROM PT OF BEG E 604.13 FT TO BEG

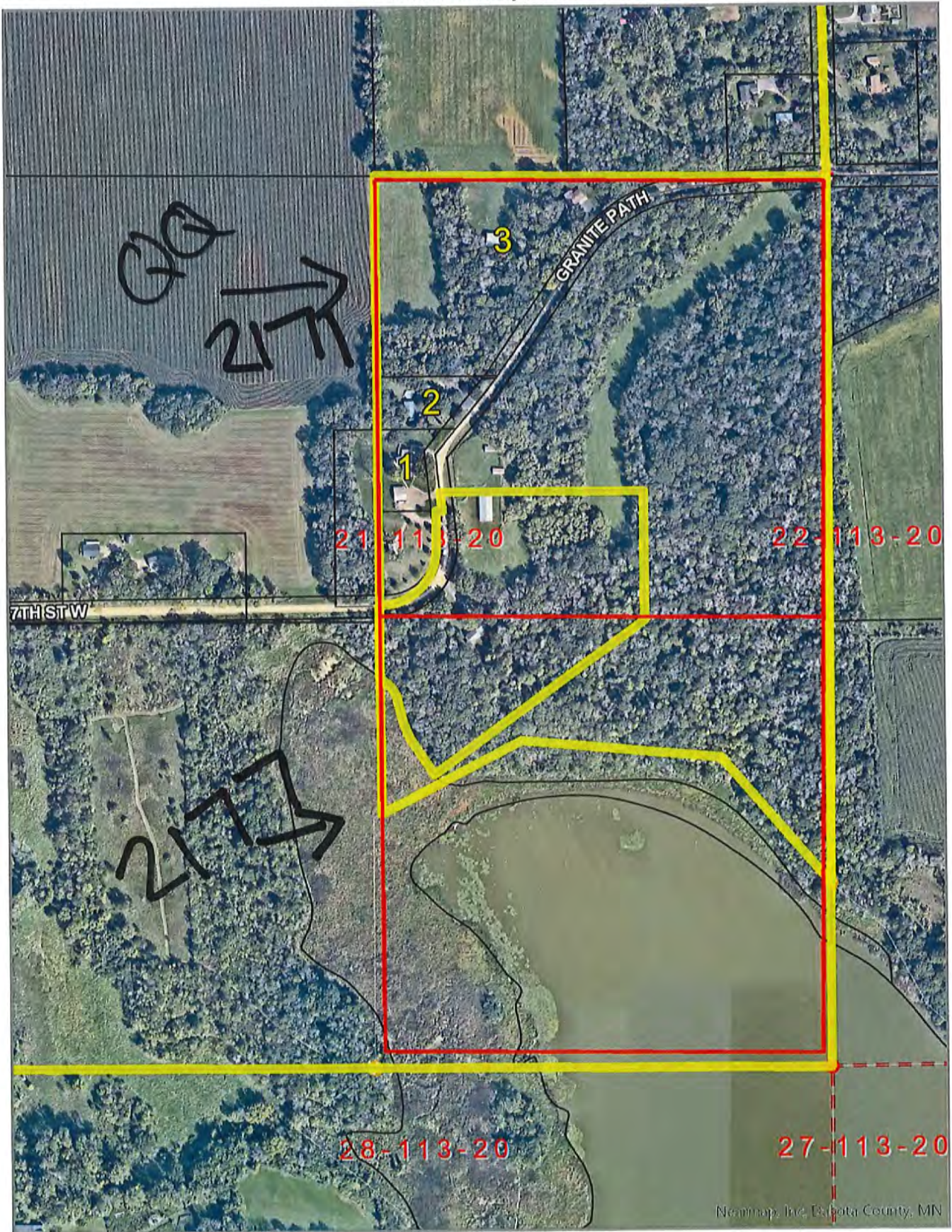
2025 Building Characteristics (payable 2026)*			
Building Type S.FAM.RES	Year Built 1987	Bedrooms 4	
Building Style TWO STORY	Foundation Sq Ft 918	Bathrooms 2.00	
Frame WOOD	Above Grade Sq Ft 1,776	Garage Sq Ft 836	
Multiple Buildings	Finished Sq Ft 1,776	Other Garage	

Miscellaneous Information					
School District 194	Watershed District VERMILLION RIVER	Homestead FULL HOMESTEAD	Green Acres	Ag Preserve	Open Space

Assessor Valuation		
	Taxable	Estimated
2025 Land Values (payable 2026)	\$181,500.00	\$181,500.00
2025 Building Values (payable 2026)*	\$337,000.00	\$337,000.00
2025 Total Values (payable 2026)*	\$518,500.00	\$518,500.00
2024 Total Values (payable 2025)*	\$477,897.00	\$484,100.00

Property Tax Information		
Net Tax (payable 2025) \$4,216.00	Special Assessments (2025) \$0.00	Total Tax & Assessments (2025) \$4,216.00

### Dakota County, MN



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Map Scale  
 1 inch = 400 feet  
 4/9/2026  
 44

### Dakota County, MN



←  
2171

←  
2177



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Map Scale  
1 inch = 50 feet  
4/9/2026  
45



A PROPOSAL FOR

# Professional Engineering Services for Gravel Road Maintenance

FOR THE EUREKA TOWNSHIP



May 4, 2026

Mark Ceminsky  
Chair  
Eureka Township  
25043 Cedar Avenue  
Farmington MN 55024

Re: Proposal to Provide Professional Engineering Services for Gravel Road Maintenance

Dear Mr. Ceminsky:

WSB is excited about the opportunity to present this scope of work and deliverables for construction services for the Gravel Road Maintenance Project.

The scope of work WSB will provide are the staff and services as necessary to meet the expected outcomes of this contract, which include the following tasks:

- Project Management
- Contract Administration\Construction Observation
- Construction Materials Testing

Deliverables and responsibilities provided for each of the above tasks are described in the Project Approach/Scope of Services below. The scope outlines the major tasks required for this project and highlights the areas of importance needed to complete the requested services. The scope does not list all responsibilities to be performed.

### **PROJECT UNDERSTANDING**

The Eureka Township Gravel Maintenance project consists of gravel placement and dust coating on approximately 34 miles of roads.

Construction under WSB observation is expected to begin in May 2026 and last approximately 9 weeks.

### **PROJECT APPROACH/SCOPE OF SERVICES**

#### **A. Project Management**

WSB will provide project management throughout the project. This will include the following deliverables:

- Communicate with the Township weekly to provide update on project status and schedule.
- Communicate with the Township as needed to address project-related issues.
- Provide the necessary resources and direction to WSB personnel to meet project compliance and quality results.
- Respond to all contractor requests for information (RFI).
- Review and verify prepared pay vouchers, estimated to be five (5) total pay vouchers, and documented quantities.
- Attend nine (9) on-site weekly meetings during active construction operations.

#### **B. Contract Administration/Construction Observation**

WSB will provide contract administration and part-time Construction Observation and Inspection services throughout the project, estimated at 90 hours (2 site visits per day for 9 weeks). Our project team will work with the Contractor and the Township to observe that construction activities are carried out in accordance with the specifications and are properly and thoroughly documented throughout the project. Scope of work for this task includes:



- Monitor coordination of day-to-day progress of work and observe the project is being completed as intended. This includes visiting the roads currently being graded twice a day to check roadway grades, aggregate is installed as specified, and shoulder reclamation meets Township requirements.
- Accurately verify contract pay items daily.
- Record all construction activities daily, making a complete and accurate record of all events.
- Observe construction practices and materials used on site are compliant with project specifications.

### **C. Construction Materials Testing**

WSB will provide materials testing as required by the special provisions and Schedule of Materials control through the project. Material testing will include material gradations and Los Angeles Rattler testing (the attached breakdown of the testing costs identified the testing rates and number of tests proposed).

Depending on project sequencing and workload, as determined by the contractor, we will adjust our staffing needs accordingly to minimize project costs.

### **PROPOSED FEE**

The estimated cost proposal we are providing is based on the contract documents and anticipated schedule for the work. A better understanding of the level of effort needed will be realized once the contractor presents their approach to the work. WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope as discussed with the Board Chair. The estimated cost of this project is not to exceed \$32,130. All travel time is included in the estimated fee.

The proposed scope and fee presented herein represents our complete understanding of the project based on discussions with the Board Chair and work performed to date. If you have any questions or concerns, please feel free to contact me at (612) 360-1278. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB

Mark Erichson, PE,

Director of Municipal Services



## ACCEPTANCE

This letter represents our entire understanding of the project scope. If the scope and fee appear to be appropriate, please sign on the space provided and return one copy to our office. We are available to begin work once we receive signed authorization.

### ACCEPTED BY:

**Eureka Township :**

I hereby authorize WSB to proceed with the above-referenced work under the terms and conditions of the Professional Services Agreement entered into between Eureka Township and WSB on May 12, 2026.

**Signature:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Eureka Township - Gravel Road Maintenance Construction Services

Detailed Cost Breakdown of Tasks



Task	Description	Project Manager	Construction Observer	Administrative	Total Hours	Task Cost	
		Katie Koscielak	John Koch	Anne Sill			
1	Project Management	34		2	36	\$ 7,052.00	
2	Contract Administration/Observation		90	5	95	\$ 12,610.00	
3	Construction Materials Testing (see attached)	\$12,462.50				\$ 12,462.50	
					<b>Subtotal =</b>	<b>131</b>	<b>\$ 32,124.50</b>
Total Hours		34	90	5	129		
Hourly Cost		\$ 202.00	\$ 135.00	\$ 92.00			
Labor Costs		\$ 6,868.00	\$ 12,150.00	\$ 460.00			
<b>Total Costs</b>						<b>\$ 32,124.50</b>	



**Construction Materials Testing Estimate of Costs**  
**Eureka Twonship**  
**2026 Gravel Maintenance Project**  
**R-032517-000**  
**May 7, 2026**

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
<b>Aggregate and Soils</b>				
<i>Field Testing</i>				
CMT03	Placement Observations <i>[as needed] trips at 3.00 hours each</i>	0.00 hours	\$ 140.00	\$ -
CMT01	Sample Pick Up <i>20 trips at 1.50 hours each</i>	30.00 hours	\$ 100.00	\$ 3,000.00
2130	Trip Charge	20 trips	\$ 60.00	\$ 1,200.00
<i>Laboratory Testing</i>				
3025	Sieve Analysis through no. 200 Sieve <i>40 tests on aggregate base CL 5 modified</i>	40 tests	\$ 165.00	\$ 6,600.00
3060	Abrasion - Los Angeles Rattler	2 tests	\$ 155.00	\$ 310.00
<b>Subtotal</b>				<b>\$ 11,110.00</b>
<b>Project Supervision, Review and Management</b>				
CMT80	Project Engineer/Manager	2.00 hours	\$ 215.00	\$ 430.00
CMT70	Project Assistant	5.00 hours	\$ 175.00	\$ 875.00
CMT90	Project Administrator	0.50 hours	\$ 95.00	\$ 47.50
<b>Subtotal</b>				<b>\$ 1,352.50</b>

**Inspection and Testing Project Summary**

Aggregate and Soils	\$ 11,110.00
Project Supervision, Review and Management	\$ 1,352.50
<b>Estimated Total</b>	<b>\$ 12,462.50</b>

**Assumptions**

Testing is based on the MnDOT SALT Schedule of Materials Control per project manual section 1603.  
 Gradations will be tested at a rate of 1 lot / 4000 T with 2 gradations per lot.  
 LAR testing will be completed at a rate of 2 per source. The above estimate includes the assumption of 1 source.

**MUNICIPAL ADVISORY SERVICE AGREEMENT  
BY AND BETWEEN  
THE TOWNSHIP OF EUREKA, MINNESOTA  
AND  
NORTHLAND SECURITIES, INC.**

This Agreement is made and entered into by and between the Township of Eureka, Minnesota (hereinafter "Client") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "Northland").

**WITNESSETH**

WHEREAS, the Client desires to have Northland provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Certificates of Indebtedness, Series 2026A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, Northland is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, Northland will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website ([www.msrb.org](http://www.msrb.org)) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority, and

WHEREAS, the Client and Northland are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, Northland desires to furnish services to the Client as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

**SERVICES TO BE PROVIDED BY NORTHLAND**

Northland shall provide the Client with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

**Planning and Development**

1. Assist Client officials to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.

3. Assist the Client in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, sale timing, and call provisions.
4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the Client and other project and bond issue related meetings as needed and as requested.

#### **Bond Sale**

1. Distribute the Term Sheet and bid form to prospective bidders.
2. Directly contact potential bidders to assure bidding interest is established.
3. Assist the Client in receiving the bids, compute the accuracy of the bids received, and recommend to the Client the most favorable bid for award.
4. Coordinate with bond counsel the preparation of required contracts and resolutions.

#### **Post-Sale Support**

1. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
2. Furnish to the Client a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

### **COMPENSATION**

For providing these services with respect to the Debt, Northland shall be paid a lump sum of \$8,000. The fee due to Northland shall be payable by the Client upon the closing of the Bonds.

Northland agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The Client agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- Client staff expenses.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the Client under the terms of this Agreement to issue the Debt. If the Debt is not issued, Northland agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

### **CONFLICTS OF INTEREST**

Northland, as your Municipal Advisor, mitigates conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory

activities for the Client. This duty of loyalty obligates Northland to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to our own financial or other interests. In addition, because Northland is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Northland is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Northland's municipal advisory supervisory structure leverages our long-standing and comprehensive broker-dealer supervisory processes and practices, and provides strong safeguards against individual representatives of Northland potentially departing from our regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Northland serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Northland serves as Municipal Advisor to other Municipal Advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Northland could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Northland to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Northland serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. However, none of these other engagements or relationships would impair Northland's ability to fulfill its regulatory duties to the Client.

The compensation for services provided in this Agreement is customary in the municipal securities market, however, it may pose a conflict of interest. The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and Northland of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Northland. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Northland may suffer a loss. Thus, Northland may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by supervisory policies and procedures to ensure the scope of services within the transaction align with other comparable engagements. By executing this Agreement, the Client acknowledges and accepts the potential conflicts of interest posed by the compensation to Northland. Northland does not participate in any payments to be retained, nor participate in any fee splitting agreements or arrangements.

Northland is a subsidiary of Northland Capital Holdings, Inc. First National of Nebraska, Inc. ("FNNI"), is the parent company of Northland Capital Holdings, Inc. and First National Bank of Omaha.

Under FNNI, Northland and its affiliates are comprised of a securities firm and a commercial bank. These entities provide investment banking, asset management, financing, financial advisory services and other commercial and investment banking products and services to a wide range of corporations and individuals. In addition, Northland and its affiliates currently have, and may in the future have, investment and commercial banking, trust, and other relationships with parties that may relate to assets of, or be involved in the issuance of securities and/or instruments by, the Client and its affiliates. In the ordinary course of their respective businesses, Northland and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Client and its affiliates for which they received or will receive customary fees and expenses.

Northland is a broker-dealer that engages in a broad range of securities-related activities to service its clients, in addition to serving as a Municipal Advisor or Underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of outstanding securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, and current or potential investors in the securities of the Client. These other Northland clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities. However, any potential conflict arising from Northland effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through other business units of Northland that operate independently from Northland's Municipal Advisory business, thereby reducing or eliminating the likelihood that the interests of such other clients would have an impact on the services provided by Northland to the Client under this Agreement. Northland has policies and procedures in place to ensure that Northland as a broker-dealer or its affiliates are not participating in bidding or determining market prices for the Client's transaction that is covered under this Agreement.

Northland Bond Services is a division of First National Bank of Omaha. Northland Bond Services provides paying agent services to issuers of municipal bonds. The Client is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Bond Services is outside the scope of this Agreement. No compensation paid to Northland Bond Services is shared with Northland Securities.

Northland is not aware of any additional material conflicts of interest that could reasonably be anticipated to impair Northland's ability to provide advice to or on behalf of the Client in accordance with the standards of conduct for municipal advisors.

**LEGAL AND DISCIPLINARY ACTIONS**

The Client can find information about legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I related to Northland at [www.sec.gov/municipal/oms-edgar-links](http://www.sec.gov/municipal/oms-edgar-links).

**SUCCESSORS OR ASSIGNS**

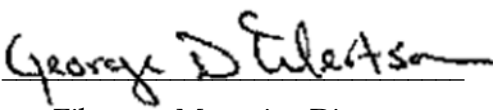
The terms and provisions of this Agreement are binding upon and inure to the benefit of the Client and Northland and their successors or assigns.

**TERM OF THIS AGREEMENT**

This Agreement may be terminated by thirty (30) days written notice by either the Client or Northland and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 12th day of May, 2026.

**Northland Securities, Inc.**

By:   
George Eilertson, Managing Director

  
By: \_\_\_\_\_  
Craig Jones, Senior Managing Director, Head of Public Finance

**Township of Eureka, Minnesota**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**FINAL BANK TERM SHEET**

**Eureka Township, Minnesota  
General Obligation Certificate of Indebtedness, Series 2026A**

**Eureka Township:** Eureka Township, situated in Dakota County, is located in the eastern portion of Minnesota. The Township is located approximately 30 miles south of the City of Minneapolis. Interstate 35 is just to the west of the Township. The Township's 2020 census population was 1,373.

**Principal Amount:** \$1,208,000

**Purchase Price:** Par (100% of Principal Amount)

**Pricing Date:** May 5, 2026

**Award Meeting:** May 12, 2026

**Dated Date:** June 10, 2026

**Closing Date:** June 10, 2026

**Interest Due:** February 1 and August 1, commencing February 1, 2027

**Term Certificate:**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Average Life</u>
02/01/37	3.68%	\$1,208,000	6.437 years

**Mandatory Sinking Fund:**

<u>2037 Term Certificate</u>			
02/01/2028	\$102,000	02/01/2033	\$122,000
02/01/2029	\$106,000	02/01/2034	\$127,000
02/01/2030	\$110,000	02/01/2035	\$132,000
02/01/2031	\$114,000	02/01/2036	\$136,000
02/01/2032	\$118,000	02/01/2037	\$141,000

**Optional Redemption:** The Certificate is subject to redemption, in whole or in part, on February 1, 2032, and on any date thereafter, at a price of par plus accrued interest.

**Rating:** Not Rated

**Authority and Purpose:** The Certificate is being issued pursuant to Minnesota Statutes, Chapter 475 and Section 366.095, as amended. Proceeds of the Certificate will be used to finance road improvements and to pay costs associated with the issuance of the Certificate.

**Security:** The Certificate is a valid and binding general obligation of the Township and is payable from ad valorem taxes. The full faith and

credit of the Township is also pledged to its payment. In the event of any deficiency in the Debt Service Account established for this Issue, the Township has validly obligated itself to levy additional ad valorem taxes upon all of the taxable property within the Township, without limitation of amount.

**Bank Qualified:** The Certificate will be designated as a bank qualified tax-exempt obligation.

**No Continuing Disclosure** The Township will not enter into an undertaking to annually provide continuing disclosure information with respect to the Certificate.

**Tax Exemption:** Based on present federal and Minnesota laws, regulations, rulings and decisions, interest on the Certificate is excluded from gross income for purposes of federal income tax and is excluded, to the same extent, in computing taxable net income of individuals, trusts and estates for Minnesota income tax purposes (such interest is includable in taxable income of corporations and financial institutions for purposes of Minnesota franchise tax). Interest on the Certificate is not an item of tax preference for purposes of the federal alternative minimum tax or the Minnesota alternative minimum tax imposed on individuals, trusts and estates; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the federal alternative minimum tax imposed on corporations.

**Additional Provisions:** The Certificate will be held with the Purchaser and not reoffered to the public.

The Certificate will be issued in \$1,000 denominations.

One typewritten Certificate will be printed.

**Purchaser:** Castle Rock Bank  
4765 292 St. E  
PO Box 98  
Randolph, MN 55065  
Rebecca Blonigen, Investment Officer  
Telephone: 507-403-2777  
[Rebecca.blonigen@castlerockbank.net](mailto:Rebecca.blonigen@castlerockbank.net)

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APPROVED ONLY FOR DISTRIBUTION TO FINANCIAL INSTITUTIONS. Information is based on sources considered to be reliable, but is not warranted by Northland Securities, Inc.

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Northland Securities, Inc., 150 South 5<sup>th</sup> Street, Suite 3300, Minneapolis, MN 55402 800-851-2920

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Member FINRA and SIPC | Registered with SEC and MSRB

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5/6/2026

**Issuer Contact:**

Eureka Township, Minnesota  
25043 Cedar Ave.  
Farmington, MN 55024  
Liz Atwater, Clerk/Treasurer  
Telephone: 952-469-3736  
clerk@eurekamn.gov

**Municipal Advisor:**

Northland Securities, Inc., Minneapolis, Minnesota  
George Eilertson, Managing Director  
Telephone: 612-851-5906  
[geilertson@northlandsecurities.com](mailto:geilertson@northlandsecurities.com)  
Jenny Broden, Senior Issuance Specialist  
Telephone: 612-851-4954  
[jbroden@northlandsecurities.com](mailto:jbroden@northlandsecurities.com)

**Bond Counsel:**

Kennedy & Graven Chartered, Minneapolis, Minnesota

**Paying Agent:**

Eureka Township, Minnesota

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4/15/2026

The Purchaser agrees to purchase the Certificate for the price shown on the first page of this Term Sheet and the interest rate provided below, and certifies to the Township that it has knowledge and experience in financial and business matters, including the acquisition and holding of tax-exempt obligations, that it is capable of evaluating the merits and risks of purchasing the Certificate and is able to bear such risks and that it is buying the Certificate for its own account and not with a view to distribution of the Certificate.

Bank Proposed Interest Rate (2037 Maturity): 3.68

**Agreed and Acknowledged:**

Castle Rock Bank

(Bank Name)

Signature: Rebecca J. Blonigen

Name: Rebecca Blonigen

Title: Investment Officer

Date: 4-30-26

Note: The Township will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Certificate, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the Township determines to have failed to comply with the terms herein. In the event of a tie for the lowest rate proposed, the Township reserves the right to accept the proposal of the bank of its choice among those who tie.

The foregoing offer is hereby accepted by the Board of Eureka Township, Minnesota at 7:00 p.m. this 12th day of May, 2026.

By: \_\_\_\_\_  
Township Supervisor

By: \_\_\_\_\_  
Township Clerk/Treasurer

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**Eureka Township, Minnesota**

**Road Improvements - Tax Impact Analysis**

**General Obligation Certificates of Indebtedness, Series 2026A  
(based upon final interest rates)**

	<b>Local Bank Sale / Castle Rock Bank</b>
	<b>Non-Rated</b>
<b>DEBT SERVICE</b>	
Net Project Amount	\$ 1,454,237
Add Costs of Issuance and Rounding	\$ 14,238
Add Capitalized Interest	\$ 28,525
Less Township Cash Contribution	\$ (289,000)
Bond Amount	\$ 1,208,000
<b>Bond term (Years)</b>	<b>10</b>
Avg. Interest Rate	3.68%
Total Net Debt Service	\$ 1,494,162
Avg. Annual Debt Service	\$ 146,564
105% Statutory Annual Debt Service	<b>\$ 153,892</b>

<b>TAX LEVY REVENUE</b>	
Annual Tax Levy Required	<b>\$ 153,892</b>
<b>Tax Impact Information</b>	
Net Tax Capacity Value (Pay 2025)	\$ 4,369,528
Estimated Net Tax Rate Increase	3.5219%
<b>Market Value of Residential Property</b>	
200,000	\$ 60.38
300,000	\$ 98.77
400,000	\$ 137.16
500,000	\$ 175.55
600,000	\$ 220.12

EXTRACT OF MINUTES OF MEETING  
OF THE BOARD OF SUPERVISORS OF THE  
EUREKA TOWNSHIP  
DAKOTA COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the Board of Supervisors of the Eureka Township, Dakota County, Minnesota, was duly held in the Town Hall in the Town on May 12, 2026, commencing at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION 2026-14  
AWARDING THE SALE OF A GENERAL OBLIGATION  
CERTIFICATE OF INDEBTEDNESS, SERIES 2026A, IN THE  
ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,208,000;  
FIXING ITS FORM AND SPECIFICATIONS; DIRECTING ITS  
EXECUTION AND DELIVERY; AND PROVIDING FOR ITS  
PAYMENT**

BE IT RESOLVED by the Board of Supervisors (the “Board”) of the Eureka Township, Dakota County, Minnesota (the “Town”), as follows:

Section 1. Findings, Determinations; Sale of Certificate.

1.01 Background. It is hereby determined that:

(a) The Town is authorized under the provisions of Minnesota Statutes, Chapter 475, as amended (the “Act”), and Minnesota Statutes, Section 366.095, as amended (“Section 366.095”), to issue general obligation certificates of indebtedness for Town purposes authorized by law.

(b) The Town has proposed to undertake the construction of and improvements to various roads in the Town (the “Project”).

(c) It is necessary and expedient to the sound financial management of the Town to issue its General Obligation Certificate of Indebtedness, Series 2026A (the “Certificate”), in the original aggregate principal amount of \$1,208,000, pursuant to the Act and Section 366.095, to provide financing for the Project and related financing costs.

(d) The principal amount of the Certificate to be issued in the year 2026 will not exceed one-quarter of one percent (0.25%) of the estimated market value of the Town for the year 2026.

(e) The Town is authorized by Section 475.60, subdivision 2(2), of the Act to sell the Certificate other than pursuant to a competitive sale because the Town has retained Northland Securities, Inc. (the “Municipal Advisor”) to serve as the Town’s independent municipal advisor in connection with the sale of the Certificate. The actions of the Town staff and the Municipal Advisor in negotiating the sale of the Certificate are ratified and confirmed in all respects.

1.02. Award to the Purchaser and Interest Rate. The proposal of Castle Rock Bank, Randolph, Minnesota (the “Purchaser”), to purchase the Certificate of the Town is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Certificate at a price of \$1,208,000, plus accrued interest, if any, to the date of delivery for the Certificate bearing interest as follows:

<u>Date</u>	<u>Interest Rate</u>
2037*	3.680%

*\*Term Certificate*

True interest cost: 3.6789251%

1.03. Purchase Contract. The execution and delivery of a Term Sheet, dated as of May 12, 2026 (the “Purchase Agreement”), between the Town and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Certificate shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The Board Chair and Clerk/Treasurer are authorized and directed to execute and deliver the Purchase Agreement as of the date hereof.

1.04. Terms and Principal Amounts of the Certificate. The Town shall forthwith issue and sell the Certificate pursuant to the Act and Section 366.095 in the total principal amount of \$1,208,000, originally dated June 10, 2026, numbered No. R-1, bearing interest as above set forth, and maturing on February 1 in the year and amount as follows:

<u>Date</u>	<u>Amount</u>
2037*	\$1,208,000

*\*Term Certificate*

1.05. Schedule of Maturities. The schedule of maturities satisfies the requirements of Section 475.54, subdivision 1 of the Act.

1.06. Optional Redemption. The Town may elect on February 1, 2032, and on any day thereafter, to redeem and prepay the Certificate. Redemption may be in whole or in part and if in part, at the option of the Town and in such manner as the Town shall determine. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

1.07 Mandatory Sinking Fund Redemptions; Term Certificate. The Certificate maturing on February 1, 2037, shall hereinafter be referred to as the “Term Certificate.” The Term Certificate is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

**Mandatory Sinking Fund Redemptions**

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
2028	\$102,000	2033	\$122,000
2029	\$106,000	2034	\$127,000
2030	\$110,000	2035	\$132,000
2031	\$114,000	2036	\$136,000
2032	\$118,000	2037*	\$141,000

*\*Maturity*

The principal amount of Term Certificate subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Certificate credited against future mandatory sinking fund redemptions of such Term Certificate in such order as the Town shall determine.

Section 2. Registration and Payment.

2.01. Registered Form. The Certificate shall be issued only in fully registered form. The interest thereon and, upon surrender of the Certificate, the principal amount thereof, is payable by check, draft or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. The Certificate shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Certificate has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Certificate shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Certificate shall be dated as of the date of original issue. The interest on the Certificate is payable on February 1 of each year, commencing February 1, 2027, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The Town appoints the Clerk/Treasurer as certificate registrar (the “Registrar”), authenticating agent (the “Authenticating Agent”), and paying agent (the “Paying Agent”). The effect of registration and the rights and duties of the Town and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep a certificate register (the “Certificate Register”) in which the Registrar provides for the registration of ownership of the Certificate and the registration of the transfer and exchange of the Certificate entitled to be registered, transferred, or exchanged.

(b) Transfer of Certificate. The Certificate shall not be transferred to a new owner.

(c) Exchange of Certificates. When the Certificate is surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new certificates of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. If surrendered by upon transfer or exchange, the Certificate shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the Town.

(e) Improper or Unauthorized Transfer. When a Certificate is presented to the Registrar for transfer, the Registrar may refuse to transfer the Certificate until the Registrar is satisfied that the endorsement on the Certificate or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The Town and the Registrar may treat the person in whose name a Certificate is registered in the Certificate Register as the absolute owner of the Certificate, whether the Certificate is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Certificate and for all other purposes, and payments so made to a registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability upon the Certificate to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of the Certificate sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Certificates. If the Certificate becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Certificate of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Certificate or in lieu of and in substitution for the Certificate destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Certificate destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Certificate was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate Certificate or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the Town and the Registrar must be named as obligees. The Certificate so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the Town. If the mutilated, destroyed, stolen, or lost Certificate has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Certificate prior to payment.

2.04. Execution, Authentication, and Delivery. The Certificate shall be prepared under the direction of the Clerk/Treasurer and executed on behalf of the Town by the signatures of the Board Chair and the Clerk/Treasurer, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Certificate ceases to be such officer before the delivery of the Certificate, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, the Certificate shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Certificate has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. The executed certificate of authentication on a Certificate is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Certificate has been so prepared, executed, and authenticated the Treasurer shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

### Section 3. Form of Certificate.

3.01. Execution of the Certificate. The Certificate shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The Clerk/Treasurer is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany the Certificate.

### Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Certificate shall be payable from the General Obligation Certificate of Indebtedness, Series 2026A Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of ad valorem taxes are hereby pledged to the Debt Service Fund. Capitalized interest financed with proceeds of the Certificate, if any, shall be credited to the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Certificate shall be deposited in the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is also appropriated to the Debt Service Fund any other moneys appropriated by the Board to the Debt Service Fund.

4.02. Construction Fund. The Town hereby creates the General Obligation Certificate of Indebtedness, Series 2026A Construction Fund (the "Construction Fund"). Proceeds of the Certificate (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and any appropriation made in Section 4.01, hereof) shall be deposited in the Construction Fund and used solely to pay the costs of the Project. When the Project has been completed and the costs thereof paid, the Construction Fund is to be closed and any monies remaining therein shall be transferred to the Debt Service Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Certificate, as the same respectively become due, the full faith and credit and taxing powers of the Town are hereby irrevocably pledged. If a payment of principal of or interest on the Certificate becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer must pay such principal or interest from the general fund of the Town, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as hereinafter defined) levied herein, when collected.

4.04. Pledge of Taxes. For the purpose of paying the principal of and interest on the Certificate, there are levied direct annual irrevocable ad valorem taxes (the "Taxes") upon all of the taxable property in the Town, to be spread upon the tax rolls and collected with and as part of other general taxes of the Town. The Taxes shall be credited to the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Certificate, additional taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as the Certificate is outstanding and unpaid, provided that the Town reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Certificate. The tax levies herein provided shall be irrevocable until the Certificate is paid, provided that at the time the Town makes its annual tax levies the Treasurer may certify to the Auditor/Treasurer of Dakota County, Minnesota (the "County Auditor") that the Town made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditor shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The Clerk/Treasurer is authorized and directed to file a certified copy of this Resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. Town Proceedings and Records. The officers of the Town are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Certificate certified copies of proceedings and records of the Town relating to the Certificate and to the financial condition and affairs of the Town, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Certificate, and such instruments, including any heretofore furnished, shall be deemed representations of the Town as to the facts stated therein.

5.02. No Official Statement or Prospectus. It is determined that no official statement or prospectus has been prepared or circulated by the Town in connection with the sale of the Certificate and that the Purchaser has made its own investigations concerning the Town as set forth in a certificate to be delivered at the time of issuance of the Certificate.

5.03. Other Certificates. The Board Chair and the Clerk/Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Certificate or the organization of the Town or incumbency of its officers, at the closing the Board Chair and the Clerk/Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Certificate.

5.04. Payment of Costs of Issuance. The Town shall pay the costs of issuance from Certificate proceeds allocated to such expenses.

5.05. Electronic Signatures. The electronic signatures of the Board Chair or the Clerk/Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means: (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Certificate. The Town shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Certificate shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations promulgated thereunder (the "Regulations"). The Town covenants and agrees with the holders from time to time of the Certificate that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Certificate to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Certificate.

6.02. Continuing Requirements. The Town shall comply with all requirements necessary under the Code and Regulations to establish and maintain the exclusion from gross income of the interest on the Certificate under Sections 103 and 141-150 of the Code and applicable Regulations including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Certificate, and the rebate of excess investment earnings to the United States. The Board Chair and the Clerk/Treasurer, being officers of the Town charged with the responsibility for issuing the Certificate pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Certificate which make it reasonable to expect that the "gross proceeds" of the Certificate will not be used in a manner that would cause the Certificate to be "arbitrage bonds" within the meaning of the Code and the Regulations. The Town covenants and agrees to retain such records, make such determinations, file

such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Certificate from gross income for federal income tax purposes, unless the Certificate qualifies for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 or Section 1.148-8 of the Regulations. The Town shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations and covenants made by this section.

6.03. No Rebate Required. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements (under Section 148(f)(4)(D) of the Code and Section 1.148-8 of the Regulations), the Town finds, determines, and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the Town (and all subordinate entities of the Town) during the calendar year in which the Certificate is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000. For purposes of this Section 6.03, the Town reasonably expects that the aggregate face amount of the Certificate will be equal to \$1,208,000.

6.04. Not Private Activity Bonds. The Town further covenants not to use the proceeds of the Certificate or to cause or permit the proceeds to be used, in such a manner as to cause the Certificate to be determined to constitute a “private activity bond,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.05. Qualified Tax-Exempt Obligations. The Town hereby designates the Certificate as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code. In order to qualify the Certificate as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the Town makes the following factual statements and representations:

- (a) the Certificate is not “private activity bonds” as defined in Section 141 of the Code;
- (b) the Town designates the Certificate as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the Town (and all subordinate entities of the Town) during calendar year 2026 shall not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the Town during calendar year 2026 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 7. No Requirement of Continuing Disclosure. Participating underwriters need not comply with the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, because the Certificate is in a denomination of more than \$100,000 and it is sold to only one investor that will hold the Certificate until maturity. Consequently, the Town will not enter into any undertaking to provide continuing disclosure of any kind with respect to the Certificate.

Section 8. Defeasance. When the Certificate and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Certificate shall cease, except that the pledge of the full faith and credit of the Town for the prompt and full payment of the principal of and interest on the Certificate shall remain in full force and effect. The Town may discharge the Certificate which is due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If the Certificate should not be paid when due, it may nevertheless

be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 9. Transfer Restrictions. The Certificate may only be transferred to: (i) an affiliate of the Purchaser; (ii) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”); (iii) an “Accredited Investor” as defined in Regulation D under the Securities Act; or (iv) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

**EXHIBIT A**

**PURCHASE AGREEMENT**

**FINAL BANK TERM SHEET**

**Eureka Township, Minnesota**

**General Obligation Certificate of Indebtedness, Series 2026A**

**Eureka Township:** Eureka Township, situated in Dakota County, is located in the eastern portion of Minnesota. The Township is located approximately 30 miles south of the City of Minneapolis. Interstate 35 is just to the west of the Township. The Township's 2020 census population was 1,373.

**Principal Amount:** \$1,208,000

**Purchase Price:** Par (100% of Principal Amount)

**Pricing Date:** May 5, 2026

**Award Meeting:** May 12, 2026

**Dated Date:** June 10, 2026

**Closing Date:** June 10, 2026

**Interest Due:** February 1 and August 1, commencing February 1, 2027

**Term Certificate:**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Average Life</u>
02/01/37	3.68%	\$1,208,000	6.437 years

**Mandatory Sinking Fund:**

<u>2037 Term Certificate</u>			
02/01/2028	\$102,000	02/01/2033	\$122,000
02/01/2029	\$106,000	02/01/2034	\$127,000
02/01/2030	\$110,000	02/01/2035	\$132,000
02/01/2031	\$114,000	02/01/2036	\$136,000
02/01/2032	\$118,000	02/01/2037	\$141,000

**Optional Redemption:** The Certificate is subject to redemption, in whole or in part, on February 1, 2032, and on any date thereafter, at a price of par plus accrued interest.

**Rating:** Not Rated

**Authority and Purpose:** The Certificate is being issued pursuant to Minnesota Statutes, Chapter 475 and Section 366.095, as amended. Proceeds of the Certificate will be used to finance road improvements and to pay costs associated with the issuance of the Certificate.

**Security:** The Certificate is a valid and binding general obligation of the Township and is payable from ad valorem taxes. The full faith and

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5/6/2026

4/15/2026

The Purchaser agrees to purchase the Certificate for the price shown on the first page of this Term Sheet and the interest rate provided below, and certifies to the Township that it has knowledge and experience in financial and business matters, including the acquisition and holding of tax-exempt obligations, that it is capable of evaluating the merits and risks of purchasing the Certificate and is able to bear such risks and that it is buying the Certificate for its own account and not with a view to distribution of the Certificate.

Bank Proposed Interest Rate (2037 Maturity): 3.68

**Agreed and Acknowledged:**

Castle Rock Bank  
(Bank Name)

Signature: Rebecca J. Blonigen  
Name: Rebecca Blonigen  
Title: Investment Officer  
Date: 4-30-26

Note: The Township will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Certificate, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the Township determines to have failed to comply with the terms herein. In the event of a tie for the lowest rate proposed, the Township reserves the right to accept the proposal of the bank of its choice among those who tie.

The foregoing offer is hereby accepted by the Board of Eureka Township, Minnesota at 7:00 p.m. this 12th day of May, 2026.

By: \_\_\_\_\_  
Township Supervisor

By: \_\_\_\_\_  
Township Clerk/Treasurer

APPROVED ONLY FOR DISTRIBUTION TO FINANCIAL INSTITUTIONS. Information is based on sources considered to be reliable, but is not warranted by Northland Securities, Inc.

Northland Securities, Inc., 150 South 5<sup>th</sup> Street, Suite 3300, Minneapolis, MN 55402 800-851-2920

Member FINRA and SIPC | Registered with SEC and MSRB



**EXHIBIT B**

**FORM OF CERTIFICATE**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF DAKOTA  
EUREKA TOWNSHIP

GENERAL OBLIGATION CERTIFICATE OF INDEBTEDNESS  
SERIES 2026A

No. R-1

\$1,208,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
3.680%	February 1, 2037__	__June 10, 2026

REGISTERED OWNER: CASTLE ROCK BANK, RANDOLPH, MINNESOTA

PRINCIPAL AMOUNT: ONE MILLION TWO HUNDRED EIGHT THOUSAND DOLLARS

Eureka Township, a duly organized and existing township in Dakota County, Minnesota (the "Town"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months) payable February 1 in each year, commencing February 1, 2027, to the person in whose name this Certificate is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft or wire by the Clerk/Treasurer, as Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the Town have been and are hereby irrevocably pledged.

The City may elect on February 1, 2032, and on any day thereafter to prepay the Certificate. Redemption may be in whole or in part and if in part, at the option of the Town and in such manner as the Town shall determine. Prepayments will be at a price of par plus accrued interest to the date of optional redemption.

The Certificate maturing on February 1, 2037, shall hereinafter be referred to as the “Term Certificate.” The Term Certificate is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

**Mandatory Sinking Fund Redemptions**

Date	Amount	Date	Amount
2028	\$102,000	2033	\$122,000
2029	\$106,000	2034	\$127,000
2030	\$110,000	2035	\$132,000
2031	\$114,000	2036	\$136,000
2032	\$118,000	2037*	\$141,000

*\*Maturity*

The principal amount of Term Certificate subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Certificate credited against future mandatory sinking fund redemptions of such Term Certificate in such order as the Town shall determine.

This Certificate is issued in the principal amount of \$1,208,000 pursuant to a resolution adopted by the Board of Supervisors of the Town (the “Board”) on May 12, 2026 (the “Resolution”), for the purpose of providing money to aid in financing the construction of road work in the Town, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 366.095, as amended. The principal hereof and interest hereon are payable from ad valorem taxes as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the Town are irrevocably pledged for payment of this Certificate and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the Town in the event of any deficiency in taxes pledged, which additional taxes may be levied without limitation as to rate or amount. This Certificate issued only as a typewritten Certificate in the denomination of \$1,208,000.

The Board has designated this Certificate as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Certificate is transferable upon the books of the Town at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for a certificate of other authorized denominations. Upon such transfer or exchange the Town shall cause a new Certificate or Certificates to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange.

The Town and the Registrar may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether this Certificate is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Town nor the Registrar shall be affected by any notice to the contrary.

The Certificate may only be transferred to: (i) an affiliate of the Purchaser; (ii) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”); (iii) an “Accredited Investor” as defined in Regulation D under the Securities Act; or (iv) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Certificate in order to make this Certificate a valid and binding general obligation of the Town in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Certificate does not cause the indebtedness of the Town to exceed any constitutional or statutory limitation of indebtedness.

This Certificate is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Eureka Township, Dakota County, Minnesota, by its Board of Supervisors, has caused this Certificate to be executed on its behalf by the facsimile or manual signatures of the Board Chair and Clerk/Treasurer and has caused this Certificate to be dated as of the date set forth below.

Dated: June 10, 2026

**EUREKA TOWNSHIP, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Board Chair

\_\_\_\_\_  
(Facsimile)  
Clerk/Treasurer

\_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This is the Certificate delivered pursuant to the Resolution mentioned within.

**EUREKA TOWNSHIP, MINNESOTA**

By \_\_\_\_\_  
Its Clerk/Treasurer

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Certificate and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Certificate on the books kept for registration of the within Certificate, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not transfer this Certificate unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_

\_\_\_\_\_

(Include information for all joint owners if this Certificate is held by joint account.)

Please insert federal identification or other identifying number of assignee

\_\_\_\_\_

**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Certificate has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Treasurer</u>
June 10, 2026	Castle Rock Bank, Randolph, Minnesota Federal ID #41-0257060	<hr/>

**EXHIBIT C**

**TAX LEVY SCHEDULE**

Eureka Township, Minnesota						
\$1,208,000 General Obligation Certificate of Indebtedness, Series 2026A						
FINAL						
Date	Total P+I	CIF	105% Levy	Levy Year	Collection	Year
02/01/2027	28,524.91	(28,524.91)	-	-	-	-
02/01/2028	146,454.40	-	153,777.12	2026		2027
02/01/2029	146,700.80	-	154,035.84	2027		2028
02/01/2030	146,800.00	-	154,140.00	2028		2029
02/01/2031	146,752.00	-	154,089.60	2029		2030
02/01/2032	146,556.80	-	153,884.64	2030		2031
02/01/2033	146,214.40	-	153,525.12	2031		2032
02/01/2034	146,724.80	-	154,061.04	2032		2033
02/01/2035	147,051.20	-	154,403.76	2033		2034
02/01/2036	146,193.60	-	153,503.28	2034		2035
02/01/2037	146,188.80	-	153,498.24	2035		2036
<b>Total</b>	<b>\$1,494,161.71</b>	<b>(28,524.91)</b>	<b>\$1,538,918.64</b>			

STATE OF MINNESOTA     )  
  )  
COUNTY OF DAKOTA     ) ss.  
  )  
EUREKA TOWNSHIP        )

I, the undersigned, being the duly qualified Clerk/Treasurer of Eureka Township, Dakota County, Minnesota (the “Town”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Supervisors of the Town held on the date specified above, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to the issuance and sale of the Town’s General Obligation Certificate of Indebtedness, Series 2026A, in the original aggregate principal amount of \$1,208,000.

WITNESS My hand officially as such Clerk/Treasurer this \_\_\_\_\_ day of May, 2026.

\_\_\_\_\_  
Clerk/Treasurer  
Eureka Township, Dakota County, Minnesota

# Eureka Township

## Request for Quotes- Should Reclamation

Eureka Township is calling for quotes for shoulder reclamation and gravel road maintenance work in preparation for the 2026 Township Road project.

### Scope of Work:

- Shoulder reclamation on designated Township roads
- A disc must be used for all shoulder reclamation work
- Grading of approximately 34 miles of gravel roads
- Pothole removal on all gravel roads
- Establishment of a roadway crown as close to 4% as possible

### Timeline Requirements:

- Work must commence within two (2) days of quote acceptance to avoid delays to the 2026 road project schedule

### Quote Submission:

- Quotes will be reviewed at the May 12, 2026, Town Board meeting
- Please submit your quote no later than May 5, 2026, at noon.
- Please include a current Certificate of Insurance with your submission

Eureka Township reserves the right to accept or reject any and all quotes.

If you have any questions or would like additional details, please contact me.

Quotes will be accepted via email to [Clerk@eurekamn.gov](mailto:Clerk@eurekamn.gov) or at: Eureka Town Hall, 25043 Cedar Avenue, Farmington, MN 55024

Liz Atwater, Clerk  
Eureka Township  
952-469-3736

Posting Date: April 16, 2026

Shoulder Reclamation 145<sup>00</sup> HR

Grading 143<sup>00</sup> HR



5-2-26

Grossman Companies





**TERMS AND CONDITIONS**

This Price Quotation Form (the "Agreement") is for the aggregate products, labor, equipment, and services (the "Work") described on the other side of this page (the "Front"). This Agreement is between Wm. D. Scepaniak, Inc. ("WDS") and the entity identified on the Front ("Payor"). Payor acknowledges that this Agreement consists of all terms written or printed on the Front and on this page of the Agreement.

1. **ACCEPTANCE OF AGREEMENT.** WDS reserves the right to modify or withdraw this Agreement if Payor does not sign the Agreement within seven (7) days from the bid date shown on the Front (the "Bid Date").
2. **PRICING.** All prices stated on the Front are exclusive of royalty; sales, excise, TERO, gravel, use, or any other tax; mix design or testing; and any environmental fees. Pricing is based on 24-hour operation by WDS. If 24-hour operation is not permitted, WDS may adjust its pricing or charge Payor additional fees for the Work.
3. **MEASUREMENT; PAYMENT.** Payor shall issue payment to WDS net thirty (30) days of Payor's receipt of WDS's invoice. Payment for aggregate quantities shall be based on WDS's belt scale weights or WDS's GPS measurements, in WDS's sole discretion. Any objection to WDS's invoice must be made in writing and received by WDS within three (3) days of Payor's receipt of the invoice or the objection is waived. Retainage, if applicable, shall be released to WDS within ninety (90) days from the date final aggregate products are used on the project identified on the Front (the "Project").
4. **BONDS.** Payment and performance bonds are excluded under this Agreement.
5. **CHANGES.** Payor shall not make any changes to the Work, time for the Work, plans, or pricing for the Work unless the change is approved in writing by WDS. If Payor requests or authorizes changed Work, WDS shall be entitled to an equitable adjustment to the price or time for the Work.
6. **NO ASSIGNMENT.** Payor shall not assign its obligations under this Agreement to another party without WDS's prior written consent.
7. **TERMINATION.** Either party may terminate this Agreement upon ten (10) days' prior written notice to the other party. Payor shall pay WDS for all Work performed or provided through the date of termination plus WDS's reasonable costs incurred due to the termination.
8. **DISPUTE RESOLUTION; GOVERNING LAW.** WDS and Payor agree to first attempt to resolve all disputes arising out of the Agreement by discussions between representatives of WDS and Payor with full authority to settle any claims. If that meeting does not settle the dispute, the parties agree to mediate before commencing litigation or arbitration. This Agreement shall be governed by the laws of the location where the Work is performed.
9. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential, indirect, punitive, exemplary, or incidental damages incurred by a party arising out of or related to a breach of this Agreement.
10. **ATTORNEY'S FEES.** Should WDS bring a legal claim, action, or proceeding to collect monies due under this Agreement or should the matter be turned over to a third party for collection, WDS shall be entitled to its reasonable legal fees and costs incurred in pursuing any such claim, action, proceeding, or collection effort, in addition to any other amounts owed by Payor. This provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law.
11. **MODIFICATION; NO WAIVER.** This Agreement can only be modified by a writing signed by WDS and Payor. WDS's waiver of a breach of any provision in this Agreement must be specifically set forth in writing and will not extend to any other or future breach of this Agreement.
12. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of WDS and Payor and their respective successors and assigns.
13. **ENTIRE AGREEMENT; SEVERABILITY.** Payor acknowledges that it has read the terms and conditions of this Agreement and agrees to be bound by its terms and conditions. The Agreement and any attachments and exhibits to the Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter of the Agreement and supersede and replace all discussions, communications and undertakings between them with respect to the subject matter. There are no promises, undertakings, commitments or representations that are not expressly set forth in writing in this Agreement. If any provisions of this Agreement are inconsistent or conflict, the provision imposing the greater duty or obligation on Payor will prevail. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected and will be enforced to the greatest extent permitted by law.

INITIAL: \_\_\_\_\_

# EUREKA TOWNSHIP

## PLANNING MEMO

**Date:** May 7, 2026  
**To:** Eureka Town Board  
**From:** Nate Sparks  
**Re:** Comprehensive Plan Amendment Update

### BACKGROUND

Staff has been working with the Metropolitan Council on the comprehensive plan amendment. The plan update was originally sent in and deemed incomplete for review. Since that time, there have been discussions about how to modify the submission to be deemed complete and what additional information needed to be submitted.

There were revisions requested related to placing the airport on the map. Also, the map was slightly revised to coordinate with the orderly annexation areas being proposed. These revisions are being sent to Metropolitan Council staff for comment before being finalized and formally sent in.

### NEXT STEPS

The next step is to have another discussion with Metropolitan Council staff regarding the need for any additional changes. If it is found to be generally acceptable, we would then formally resubmit the plan amendments.

## **EUREKA TOWNSHIP MEMORANDUM**

**To:** Eureka Township Board of Supervisors

**From:** Hannah Rybak, WSB  
Nate Sparks, WSB

**Date:** May 7, 2026  
Town Board Meeting May 12, 2026

**Subject:** **Mining Research**

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### **OVERVIEW**

At the request of the Town Board, WSB has compiled research on the mining ordinances of other jurisdictions. Research is broken into three categories: comprehensive plan, administration, and performance standards. The soundest regulation of mining would have robust provisions related to all three areas.

The Town Board requested the population of the communities researched. 2020 populations are as follows:

<b>Eureka Township:</b>	<b>1,373</b>
Waterford Township:	538
Denmark Township:	1,801
May Township:	2,670
Rosemount:	25,650
Shakopee:	43,698
Scott County:	150,928
Dakota County:	439,882

**COMPREHENSIVE PLAN** – Metro area communities are required to create a map showing location of aggregate resources within the community, at a minimum. Communities may also show mining overlay districts on the future land use map, provide information on mining within the plan, and finally adopt goals and policies specifically related to mining. Placing as much information related to mining in the

comprehensive plan as possible assists a community in administering mining regulations through the Zoning Ordinance.

#### Information Related to Mining Found within the Comprehensive Plan

Eureka: map of aggregate resources, brief aggregate resources section in comprehensive plan, aggregate resources shown on future land use map

Denmark: map of aggregate resources, aggregate resource policies

Scott: map of aggregate resources, aggregate resource goals and policies

Rosemount: aggregate resources section in land use chapter

May Township: map of aggregate resources, mining overlay district shown on future land use map

Shakopee: map of aggregate resources

Dakota: map of aggregate resources

Waterford: brief aggregate resources section in comprehensive plan

**ADMINISTRATION** – The goals found within a community’s comprehensive plan are carried out by the Zoning Ordinance. Communities have different ways of classifying mining activity and determining where mining may be located in the community. The overwhelming majority of communities regulate location through a dedicated mining overlay district.

#### Classification of Mining

Eureka: classifies mining permits by three levels

Level 1: This is an expedited permit to meet the needs of short-term construction projects. It applies to operations that will not exceed five acres of excavated area to a maximum depth of 20 feet but not to exceed one foot above the water table and will be active for only one operating season.

Level 2: This permit applies to operations which will be active for more than one operating season and that will not exceed 10 acres of excavated area to a maximum depth to be determined by the

approved site plan but not to exceed one foot above the highest, expected water table elevation.

Level 3: This permit applies to operations that will exceed 10 acres of excavated area to a maximum depth to be determined by the approved site plan but not to exceed one foot above the highest water table elevation expected unless the end use is to be a lake or a wetland. EAW required.

Rosemount: Small scale vs. large scale

**SMALL SCALE MINERAL EXTRACTION:** Mineral extraction at a scale less than would require a mandatory environmental impact statement as described in Minnesota Rules, part 4410.4400 subpart 9 nonmetallic mineral mining.

**LARGE SCALE MINERAL EXTRACTION:** Mineral extraction at a scale that would require a mandatory environmental impact statement as described in Minnesota Rules, part 4410.4400 subpart 9 nonmetallic mineral mining.

Denmark: Major mining vs. minor mining

**Major Mining Operation:** A mining operation that involves any of the following: (A) (B) (C) Contains eighty (80) acres or more. Involves any blasting of materials. Engages in any processing activities a cumulative total of more than fifteen (15) days in

**Minor Mining Operation:** A mining operation containing at least forty (40) acres and not more than seventy-nine (79) acres, does not involve any blasting of materials, and the cumulative total of days in a year on which processing activities occurs does not exceed fifteen (15) days.

Scott: Mining under 500 cubic yards, Mining 500 cubic yards or more

Waterford: No classification of mining intensity

May: No classification of mining intensity

Shakopee: No classification of mining intensity

Dakota: No classification of mining intensity

### Area Where Mining is Permitted

May/Washington County: Mining is limited to land within the mining overlay district, with a CUP.

Shakopee: Mining limited to land within the mining overlay district, with a CUP.

Dakota County: Mining is limited to land within the mining overlay district, with an IUP.

Scott: Permitted in roughly half of the county's zoning districts, with an IUP.

Rosemount: Mining limited to geographic boundary stated in the Zoning Ordinance, with an IUP.

Waterford: Mining is limited to land within the mineral extraction overlay district, with an IUP.

Denmark: Minor Mining – AP, A2 and RR District, Major Mining – Major Mining Overlay District, with an IUP.

Eureka: Mining may be permitted anywhere in township with IUP. No new Level 3 mines are allowed until an existing Level 3 mine has ceased operating and completed all reclamation.

### Mining as Reflected on the Zoning Map

Denmark: mining overlay district shown on zoning map

May: mining overlay district shown on zoning map

Waterford: mining overlay district shown on zoning map

Dakota: mining not reflected

Eureka: mining not reflected

Rosemount: mining not reflected

Scott: mining not reflected

Shakopee: mining not reflected

**PERFORMANCE STANDARDS** – The communities researched vary in the performance standards they impose on mining. Performance standards should be directly related to the community’s goals related to mining.

EAW Requirement

Shakopee: EAW required for all mining

Eureka: EAW required for any new Level 3 mining permit.

Dakota: EAW required for mining of at least 40 acres to a mean depth of 10 feet. EIS is required for mining of 160 acres.

Denmark: EAW required for mining of at least 40 acres to a mean depth of 10 feet. EIS is required for mining of 160 acres.

May/Washington: EAW required to excavate 40+ acres to a mean depth of 10 feet or more EIW required to excavate 160+ acres to a mean depth of 10 feet or more

Scott: EAW/EIS required per MN Rules 4410. Mitigation plans outlined in any EAW or EIS may be required as minimum conditions in any IUP.

Rosemount: EAW/EIS required per MN Rules 4410

Waterford: EAW/EIS required per MN Rules 4410

Access Requirements

Waterford: All access roads from a mineral extraction operation shall have direct access to a paved public **10-ton** road.

Eureka: All mineral extraction facilities shall have direct access to a **nine-ton** or greater capacity road. The Town Board shall set minimum roadway improvements and maintenance obligations as a condition of the permit. The point of the mining site access shall be at least 300 feet from any intersection or residential driveway, or as determined by the Town Board under special circumstances. Circumstances will include, but not be limited to, topography, safety, traffic, and existing land use.

May/Washington: All new mining operations must have access to the pit area from a **nine (9) ton** rated blacktop road unless the applicant can demonstrate to the Planning Advisory Commission that conditions are such

that access to a road other than a nine (9) ton rated blacktop road will not adversely affect the public health, safety or welfare.

Denmark: All new mining operations must have access to the pit area from a **nine (9) ton** rated blacktop road unless the applicant can demonstrate to the Town Board that conditions are such that access to a road other than a nine (9) ton rated blacktop road will not adversely affect the public health, safety or welfare.

Dakota: Extraction operations shall only be allowed on sites that have direct access to a **principal arterial, major or minor arterial, or collector street** as designated in the city's comprehensive guide plan. A local street may be used if approved

Rosemount: Extraction operations shall only be allowed on sites that have direct access to a **principal arterial, minor arterial, or collector street** as designated in the city of Rosemount comprehensive guide plan. A local street may be used if approved by the city council.

Shakopee: Shall pave or gravel all roads which are within 450 feet of any other zone to minimize dust conditions;

Scott: Operators shall be responsible for providing dust control measures on the portion of gravel road used to access the Mining Operation to the nearest paved road, unless waived by the road authority.

### Material Import & Processing

May/Washington: Processing subject to an additional CUP approval. Processing equipment must be screened. No requirements related to sourcing of materials. Recycling allowed with approved CUP, estimate of amount of materials to be processed must be submitted. Stockpiling limited to the amount that can be reasonably processed in two consecutive mining seasons.

Waterford: Ancillary Uses Prohibited: Any uses of the site that are not mineral extraction or one of the accessory uses listed are expressly prohibited, including but not limited to: Storage and processing of recycled asphalt

and/or aggregate products, Asphalt or concrete production, Casting yard,  
Retail sales of product to the public

Eureka: Only minerals from the site shall be processed at the facility, except  
for imported materials up to 25% of the minerals extracted from the site  
annually

Denmark: 25% of the total volume of materials processed from the site on an  
annual basis.

Rosemount: Minimum of 70% aggregate processing and 30% recycled  
aggregate product processing.

Dakota: Minimum of 70% aggregate processing and 30% recycled aggregate  
product processing.

Shakopee: Accessory uses to mining may be permitted. Ordinance is silent  
on the import of material for processing.

Scott: -

#### Setback Requirements

Eureka:

1000 foot setback from dwellings (may be reduced by Town Board  
without a variance)

50 foot setback from property lines

Waterford:

500 foot setback from dwellings

Scott:

100 feet from the boundary of any adjoining zoning district where such  
operations are not permitted

30 feet from adjoining zoning district where such operations are  
permitted.

Processing setback 500 feet from a residential dwelling.

Processing setback 500 feet from the property line of any property that is located in a rural residential, suburban or urban expansion district.

Dakota:

Inhabited residence on residential zoned property: Five hundred feet (500').

Industrial, commercial or institutional zoning district: One hundred fifty feet (150').

Agricultural zoning district: Thirty feet (30').

Inhabited residence not in a residential zoning district: Two hundred feet (200')

Preexisting water bodies: One hundred fifty feet (150') or fifty feet (50 feet) from highest water or flood level.

Rosemount:

Residential Zoning District: 350 feet

Industrial, Commercial or Inst: 150 feet

Ag: 30 feet

Inhabited residence not located in a Res. Zoning District: 200 feet

Denmark:

50 feet from property lines

200-300 feet from dwellings (depending on mining classification)

100 feet from ROW

Shakopee:

300 feet from dwellings

May/Washington:

200 feet from occupied structures not owned by the operator or owner

100 feet from any contiguous property subdivided into residential lots

Berms and/or Screening Requirements:

Shakopee: Shall screen the mining site from adjacent residential or business uses. The mining site also shall be screened from any street within 500 feet. The screening shall be a minimum of 8 feet in height and planted with a fast growing species. Existing trees and ground cover along street frontage shall be preserved, maintained, and supplemented for the depth of the street yard setback, except where safety requires cutting and trimming.

Waterford: The mining shall be screened from any public ROW and adjacent residences through a combination of existing stands of trees, berming and installed landscaping designed by a licensed professional. Viewshed analysis required.

Dakota: The mining shall be screened from any public right of way or urban development through a combination of existing stands of trees, berming and installed landscaping.

Rosemount: The mining shall be screened from any public ROW or urban development through a combination of existing stands of trees, berming and installed landscaping.

Eureka: Berms required along all road rights-of-way and adjoining residences

Denmark: 6 foot berm with evergreen plant materials

Scott: To minimize problems of dust and noise and to shield Mining Operations from public view, a screening barrier may be required between the Mining Operations and abutting rural residential, residential, suburban or urban expansion districts. A viewshed analysis is required.

May/Washington: Screening is discretionary to "minimize visual impact on surrounding properties"

Height Requirements:

Rosemount: Height of all equipment, stockpiles, and all other operations shall not exceed 60 feet. The City Council may approve a limited number of

stationary conveyors no taller than 65 feet. The floating dredge shall not exceed 75 feet.

Dakota: 60 feet for all equipment, stockpiles and other operations. Limited number of stationary conveyors may be approved at 65 feet.

Waterford: The height of all equipment, stockpiles and all other operations, except those described in subsections F4b and F4c of this section, within the permitted mineral extraction operation shall not exceed 60 feet

Eureka: The maximum height of any excavation, temporary crushing equipment, or temporary stockpiles located less than 1000 feet from the property line shall be a minimum of 8 feet below the average height of the adjacent berms within the mandatory setback.

Denmark: -

May/Washington: -

Scott: -

Shakopee: -

#### Timeline for Reclamation

Shakopee: 3 months

Immediately after operations have ceased, the mining site shall be restored in compliance with the following:

Within a period of 3 months after the termination of a mining operation, or within 3 months after abandonment of such operation for a period of 6 months, all mining structures shall be dismantled and removed by, and at the expense of, the mining operator last operating such structures;

The peaks and depressions of the impacted area shall be graded and backfilled to a surface which will result in gently rolling topography in substantial conformity to the land area immediately surrounding the mining site, and which will minimize erosion due to rainfall. No finished slope shall exceed 18% in grade; and

Post-Mining Land Use shall be consistent with applicable city ordinance unless a change to the land use plan or zoning is proposed.

Denmark: 3 months

Within three (3) months after the termination of excavation operations or within three (3) months after the expiration of the Interim Use Permit, the operator or owner shall dismantle buildings and structures incident to mining operation and shall grade the excavation site as well as complete all rehabilitation on the site as provided in the approved reclamation plan.

Eureka: 3 months

Within three months after the termination of excavation operations or within three months after the expiration of the IUP, the operator or landowner shall dismantle buildings and structures incident to mining operation and shall grade the excavation site as well as complete all rehabilitation on the site as provided in the approved reclamation plan.

Scott: 3 months

Within 3 months after final termination of a mining operation, within three months after abandonment of such operation for a period of six months, within three months after the expiration of a mining permit, all buildings, structure and lants incidental to such operation shall be dismantled and removed. An extension may be granted upon agreement between County and operator.

May/Washington: 6 months

All buildings or other structures not otherwise allowed per the Washington County Development Code shall be removed from the property and the property restored in conformance with the reclamation plan within 6 months after expiration or abandonment

Dakota: 1.5 years

Within eighteen (18) months of the reclamation of each phase, all buildings, structures and plants incidental to that phase of operation

shall be dismantled and removed by and at the expense of the operator last operating the building, structure or plant, or the owner of the property, unless the structure or use is compatible with the anticipated ultimate use of the property. All buildings, structures or plants not removed as required by this section may be removed by the city with the costs for the removal charged to the permittee or the owner of the property.

Rosemount: 1.5 years

Within 18 months of the reclamation of each phase, all buildings, structures and plants incidental to that phase of operation shall be dismantled and removed, unless utilized in a future phase.

Waterford: 1.5 years

Within 18 months of the reclamation of each phase, all buildings, structures and plants incidental to that phase of operation shall be dismantled and removed, unless utilized in a future phase.

Topsoil Requirement:

Scott: Reclaimed areas shall be surfaced with soil of a quality at least equal to the topsoil of land areas surrounding and to a depth of at least **6 inches**.

Rosemount: Additional topsoil may be retained to ensure that a minimum of **six (6) inches** of topsoil is placed on all areas reclaimed and restored as dry ground

Shakopee: Restored areas shall be sodded or surfaced with soil of a quality at least equal to the topsoil of land area immediately surrounding the mining site, and to a depth of at least **6 inches**, or a greater depth if recommended by the County Soil and Water Conservation District.

May/Washington: Min topsoil depth depends on slope. Range from **4 to 8 inches**.

Eureka: All banks shall be surfaced with topsoil of a quality of at least equal to the topsoil of land areas immediately surrounding and to a depth of at least **4 inches**.

Denmark: Graded or backfilled areas shall be surfaced to a depth of at least **four inches**, with topsoil of a quality at least equal to the topsoil of the immediately surrounding areas.

Waterford: Topsoil material shall consist of suitable plant growth material, organic matter content, and **thickness to support adequate plant growth**.

Dakota: Topsoil material shall consist of suitable plant growth material, organic matter content, and **thickness to support adequate plant growth**.

#### Max Area for Active Extraction

Eureka: No more than 10 acres of land may be exposed to extraction at any time. A maximum of 25 acres may be utilized at any one time for extraction, processing, staging and stockpiling.

Waterford: Mines 80 acres and under: no more than 10 acres at a time for extraction, processing, staging and stockpiling, unless a different phasing plan is approved with IUP.

Dakota: Mines up to 80 acres: 15 acres active extraction, Over 80 acres: 80 acres active extraction

Shakopee: 20 acres

Denmark: up to three phases (40 acre max phase size) at a time, subject to previous phase being at least 50% reclaimed

Rosemount: To noncontiguous 80-acre areas, or 160 total acres.

May/Washington: -

Scott: -

# Eureka Township

## Road Supervisor Job Description

Under the general supervision of the Town Board, the Road Supervisor is responsible for the maintenance and repair of town streets and roads.

The Road Supervisor is responsible for the activities of the Township road maintenance and overseeing all road-related operations, including aiding in preparing the department budget; approving invoices for payment; planning, prioritizing, and organizing the various activities of road maintenance and supervising the work of contracted personnel by performing field inspections and reviewing reports.

### EXAMPLES OF WORK: (Illustrative only)

- Directs and oversees the operation and activities of road maintenance;
- With the Town Board, plans and prepares the road budget;
- Confers with Town Board to determine priorities and assigns work to effectively and efficiently allocate resources of staff and material;
- Plans and lays out work for contractors engaged in maintenance of Township roadways;
- Inspects streets, structures, facilities and equipment, evaluating the need for maintenance or replacement and recommends and/or repairs, maintains, or replaces, as necessary;
- Supervises snow removal;
- Supervises storm damage, emergency and safety issues
- Works with other government agencies, during emergencies and non-emergency operations;
- Works with the Clerks to solicit and receive vendor quotes and bids;
- Approves bills before payments;
- Works with the Clerks on receiving material receipts/scale tickets;
- Works with the Clerks on reviewing, issuing and inspecting row permits;
- Prepares reports and maintains required record with the Clerk;
- Gives a report at Town Board meetings
- Prepares plans and estimates for new construction or repairs;
- Attends other Town Board meetings as requested or necessary for timely project management;

### REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

- Knowledge of road maintenance and construction practices;
- Knowledge of soil, as it applies to roadbeds and drainage;
- Good knowledge of the basic principles and practices of administration;
- Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software;
- Ability to establish and maintain effective working relationships with other Town officials and private citizens;
- Ability to read, write, understand and communicate in English sufficiently to perform the essential functions of the position.

§ 62-2 Establishment; qualifications; terms of office.

[Amended 8-13-2007 by Res. No. 59; 7-9-2024 by Ord. No. 2024-02]

A. Pursuant to M.S.A. § 462.354, there is hereby established a Planning Commission, hereinafter referred to as a "Commission," which will consist of five members appointed by the Town Board from among the residents of Eureka Township.

B. A member of the Town Board may attend meetings on a monthly rotating basis to observe the proceedings and serve as liaison with the Planning Commission.

C. Notification of all upcoming openings on the Planning Commission shall be made public. Commission members shall be appointed from among persons in a position to represent the general public interest. Geographic dispersion should be considered as part of the appointment process. No person shall be appointed with private or personal interests likely to conflict with the general public interest. If any member shall find that the member's private or personal interests are involved in any manner coming before the Commission, the member shall disqualify himself from taking part in action from the matter.

D. The term of Commission members shall be three years beginning on May 1 and ending on April 30 three years after.

E. The Town Board of Supervisors shall appoint Commission members in April with respect to the terms that commence on the following May 1.

Current

- Seat A- Brian Storlie- 2027
- Seat B- Melanie Storlie- 2027
- Dan Heyda- 2028
- Dave Wheeler- 2029
- Steven Helgeson- 2029

\*Town Board Reorganization meeting is now in January.

EXAMPLE OPTIONS:

- A. Keep 3-year terms and end terms December
  - a. Seat A- April 2027 → December 2027
  - b. Seat B- April 2027 → December 2027
  - c. Seat C- April 2028 → December 2028
  - d. Seat D- April 2028 → December 2028
  - e. Seat E- April 2029 → December 2029
  
- B. Change to 4-year ends terms to align with opposite Town Board (term ends Odd Years, start Even Years)
  - a. Seat A- April 2027 → December 2027 → December 2031
  - b. Seat B- April 2027 → December 2027 → December 2031
  - c. Seat C- April 2028 → December 2029 → December 2033
  - d. Seat D- April 2028 → December 2029 → December 2033
  - e. Seat E- April 2029 → December 2029 → December 2033
  - A. Example:
    - January 2028- PC seats A, B Start
    - January 2029- TB seats A, B, C Start
    - January 2030- PC seats C, D, E Start
    - January 2031- TB seats D, E Start
    - January 2032- PC seats A, B Start
    - January 2033- TB seats A, B, C Start
    - January 2034- PC seats C, D, E Start
    - January 2035- TB seats D, E Start
  
- C. Change to 4-year ends terms to align with Town Board (term ends even years, start odd Years)
  - a. Seat A- April 2027 → December 2026 → December 2030
  - b. Seat B- April 2027 → December 2026 → December 2030
  - c. Seat C- April 2028 → December 2028 → December 2032
  - d. Seat D- April 2028 → December 2028 → December 2032
  - e. Seat E- April 2029 → December 2028 → December 2032
  
- D. Example:
  - January 2027- PC seats A, B Start
  - January 2029- PC seats C, D, E and TB seats A, B, C Start
  - January 2031- PC seats, A, B and TB seats D, E Start
  - January 2033- PC seats C, D, E and TB seats A, B, C Start
  - January 2035- PC seats A, B and TB seats D, E Start

For all Options, Town Board will appoint in December with Terms starting in January

## **EUREKA TOWNSHIP MEMORANDUM**

**To:** Eureka Township Board of Supervisors

**From:** Hannah Rybak, WSB  
Nate Sparks, WSB

**Date:** May 7, 2026  
Town Board Meeting May 12, 2026

**Subject:** **Indoor growth facilities – redline drafts**

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### **OVERVIEW**

Staff offers a draft redline of current ordinances, with minor edits to incorporate the discussion at previous Planning Commission and Town Board meetings. The Town Board should consider the redline ordinances and may direct the Planning Commission to hold a public hearing on the ordinance amendments, if appropriate.

### **INDOOR GROWTH FACILITIES**

Greenhouses, high tunnels, and similar structures may be somewhat common within agricultural areas. However, it is possible for this type of structure to become out of scale and character with customary uses in a residential agricultural community, either by the size of the structure, by concentration of many structures on a single property, or the maintenance and appearance of said structures. The goal of this process is to consider potential implications of this type of use, and to place a reasonable process in place to allow the Township to adequately regulate proposed indoor growth facilities.

### **DISCUSSION AT MARCH PLANNING COMMISSION MEETING**

1. Clarification was requested on allowable principal structures and principal uses

An allowable principal structure is defined as “the structure that is the main or primary structure as designated by the main or principal use of the land and distinguished from subordinate or accessory structures.” Agricultural buildings have also been classified as accessory structures.

The structure in which a permitted principal use occurs, would be the principal structure on the property. For example, a residential dwelling would be considered a principal structure.

To build an agricultural building, on agricultural land, and without a principal structure (dwelling) having been constructed, an interim use permit would be necessary. An agricultural use may be the principal use of the property, but an agricultural building has

been defined as an accessory structure. Therefore agriculture may be the principal use, but an agricultural building could not be a principal structure.

2. The Planning Commission recommended that a certificate of occupancy be required for the principal structure prior to allowing the construction of an accessory structure

Wording was added to the redline draft to specify that a certificate of occupancy is required prior to the construction of an accessory structure.

3. A question was posed on whether a person with an existing greenhouse would be allowed to replace it with a structure of the same size, without the need for an interim use permit.

Per state non-conformity laws, an existing structure may be replaced in the same size and location.

#### **DISCUSSION AT THE APRIL TOWN BOARD MEETING**

1. A question was asked regarding how this ordinance would impact “Community Supported Agriculture (CSAs)”

This ordinance would apply equally to any and all indoor growth facilities. This would include family farms, commercial horticultural or aquaponic operations, cannabis cultivation, cooperative, community farming, CSAs, and any other type of indoor growth of any plant or product. The requirement that an indoor growth facility be an accessory use to a permitted principal use (a dwelling), is a requirement which is used by other Townships, to preserve the existing rural character of the area. This is of particular importance for townships situated within the metro area, as is the case for Eureka.

2. The need for an interim use permit for agricultural buildings, on agricultural land, with no principal structure was questioned

The purpose of this requirement is to allow the Township to understand what a proposed new building is being utilized for, and to document that use through an interim use permit. Requiring the interim use permit will assist the Township in ensuring the building remains used for agricultural purposes and prevents buildings exempted from building code requirements to be utilized for other purposes without going through the proper process. If the property were to no longer be used for agricultural purposes, the building would be in violation of the terms of the interim use permit. This would prevent conversion of a building to an unapproved use, which is a common problem faced by Townships near urban areas. An interim use permit would also require a structure that derives excessive impacts to be mitigated.

#### **DISCUSSION AT THE APRIL PLANNING COMMISSION MEETING**

1. A Planning Commissioner asked if it would be possible to exclude certain farm buildings (such as grain bins) from the IUP requirement, if no principal structure was present.

Excluding certain structures from this requirement is not advisable. Opening the door to differentiation between structures where an IUP is and is not required would lead to greater subjectivity and require more time administering the ordinance for town staff.

#### **ATTACHMENTS**

Redline: §240-64 Definitions

Redline: §240-7 Agricultural District

Redline: Article IV Building Permits, Building Regulations and Performance Standards

§240-64 Definitions.

#### ACCESSORY BUILDING

A subordinate building that serves an accessory use of the parcel on which it is located and does not change the character of the principal use. ~~In other words, an accessory building is a building which is an accessory structure. Accessory buildings include, but are not limited to, garages, storage sheds, agricultural buildings, greenhouses, high tunnels, low tunnels, and similar structures.~~

[Amended 6-14-2010 by Ord. No. 2010-1]

#### ACCESSORY STRUCTURE

A subordinate structure that serves an accessory use of the parcel on which it is located and does not change the character of the principal use.

[Amended 8-13-2007 by Res. No. 59; 6-14-2010 by Ord. No. 2010-1]

#### ACCESSORY USE

A use of a parcel that is subordinate to the principal use of the parcel, is located on the same parcel as the principal use, is customarily associated with and incidental to the principal use, and does not change the character of the principal use. There can be no accessory use on a parcel without a principal use.

[Amended 8-13-2007 by Res. No. 59; 6-14-2010 by Ord. No. 2010-1]

#### AGRICULTURAL BUILDING

~~Any building other than a dwelling that is incidental to the farming operation, including but not limited to barns, granaries, silos, farm implement storage buildings and milk houses.~~

An agricultural building, as defined by Minnesota Statutes.

*Minnesota Statutes definition:*

*“Agricultural building” means a structure that is:*

- 1. on agricultural land as determined by the Dakota County Assessor under M.S. 273.13, subdivision 23;*
- 2. designed, constructed, and used to house farm implements, livestock, or agricultural products under M.S. 273.13, subdivision 23; and*
- 3. used by the owner, lessee, and sublessee of the building and members of their immediate families, their employees, and persons engaged in the pickup or delivery of agricultural products.*

## AGRICULTURAL OPERATIONS

Operations operating for a profit which include, but are not limited to, the cultivation and tillage of soil; dairying; the production, irrigation, cultivation, growing, harvesting and processing of any agricultural commodity, including horticulture and timber; the raising of livestock, fur-bearing animals, fish or poultry; or any commercial agricultural practice performed as incidental to or in conjunction with such operations, including preparation for market or delivery to storage, to market, or to carriers for transportation to market.

## AGRICULTURE

The use of land for the production of farm crops as well as for the raising of livestock.

*Consider MN Administrative Rules Definition of Agriculture:*

*"Agriculture" means farming in all its branches and includes, but is not limited to, dairying, the field production, cultivation, growing, and harvesting of any agricultural or horticulture commodity, and the raising of livestock, bees, fur-bearing animals, and poultry. Agriculture includes repair, maintenance, and construction work incidental to such operation and the cleaning, processing, preservation, loading, and transporting to market or storage of the farmer's own agricultural products. Industrial operations and processes that are more akin to manufacturing than to agriculture are not included. It does not include greenhouse work. It does not extend to outside services hired by the farmer. It does not include services performed for others, including, but not limited to, boarding or training of animals, lawn care, or landscaping.*

## BUILDING

Any structure having a roof which may provide shelter or enclosure of persons, animals, chattel, or property of any kind, and when said structure is divided by party walls without openings, each portion of such building so separated shall be deemed a separate building.

## COMMERCIAL AGRICULTURE

The exclusive use of 10 or more contiguous acres of land for the production of field crops, livestock products, or livestock, not counting one acre for homestead. For purposes of this section, the terms "field crops," "livestock products" and "livestock" shall include, but not be limited to:

[Amended 6-14-2010 by Ord. No. 2010-1]

- A. Field crops: barley, soybeans, corn, hay, oats, potatoes, rye, sorghum, and vegetables.

- B. Livestock products: milk products, butter, cheese, eggs, meat and furs.
- C. Livestock: as defined herein.

## HORTICULTURE

The use of land for production and sale of fruits, including apples, grapes and berries, vegetables, flowers, nursery stock, including ornamental shrubs, trees and cultured sod. This shall include the right to sell fruits, vegetables, flowers and nursery stock as described above which are harvested from land which is noncontiguous and are harvested and sold for the purpose of supplementing the fruits, vegetables, flowers, and nursery stock, including ornamental shrubs, trees and cultured sod which are produced on the land at which the sale is occurring.

[Amended 5-8-2017 by Ord. No. 2017-01]

## FARM

Real property used for commercial agriculture comprising 10 or more contiguous acres, and which may comprise additional acreage which may or may not be contiguous to the principal 10 acres, all of which is owned and operated by a single family, family corporation, individual or corporate enterprise.

## GREENHOUSE

A greenhouse is an enclosed structure with transparent or translucent walls and roof—typically made of glass or plastic—designed to grow plants in a controlled environment.

## HIGH TUNNEL

An unheated structure, covered in plastic, polyethylene, fabric, or polycarbonate, intended to protect crops grown in the natural soil profile from the elements and to extend the growing season.

## INCIDENTAL

Occurring as a minor, subordinate, or chance use or instance, related to the principal use.

[Amended 8-13-2007 by Res. No. 59]

## LOW TUNNEL

An unheated structure, no more than four feet in height, covered in plastic, polyethylene, fabric or polycarbonate, intended to reduce pest pressure, protect crops grown in the natural soil profile from the elements and to extend the growing season.

## NONCONFORMING USE OR STRUCTURE

Any structure or use lawfully established prior to the effective date of these ordinances but which is not permitted under the provisions of these ordinances.

[Amended 8-13-2007 by Res. No. 59; 6-14-2010 by Ord. No. 2010-1]

#### PRINCIPAL STRUCTURE

~~A The structure that is the main or primary structure as designated by the main or principal use of the land and distinguished from subordinate or accessory structures. A dwelling or agricultural building in an agricultural district are examples of a principal structure.~~

[Amended 6-14-2010 by Ord. No. 2010-1; 11-9-2022 by Ord. No. 2022-05]

#### PRINCIPAL USE

A principal use relates to the main purpose of the zoning district, exists independently of any other use of a property, and is allowed as a permitted, conditional, or interim use.

[Amended 6-14-2010 by Ord. No. 2010-1]

#### STRUCTURE

Anything which is built, constructed, or erected; an edifice or building of any kind; or any piece of work artificially built up and/or composed of parts joined together in some definite manner, whether temporary or permanent in character. Among other things, structures include but are not limited to buildings, gazebos, decks, retaining walls, walls, fences, and swimming pools.

#### TEMPORARY STRUCTURE

A structure whose use is permitted only temporarily, that is, for not more than 180 days. "Temporary" refers to the permitting and the use of the structure, not to any physical characteristics of the structure. The physical requirements for a temporary structure are therefore no different than those for any other similar structure whose use is not specifically temporary.

[Amended 6-14-2010 by Ord. No. 2010-1]

*Black text – indicates unchanged*

*Red text – indicates new or removed text*

*Blue text – indicates text relocated from position in existing ordinance*

§ 240-7 Agricultural District.

- A. Intent. The Agricultural District is established for the purpose of protecting viable agricultural lands from nonfarm influence; retaining valuable areas for conservation purposes; preventing scattered nonfarm growth; and securing economy in governmental expenditures for public services, roads, utilities and schools.

[Amended 8-13-2007 by Res. No. 59; 11-9-2022 by Ord. No. 2022-05]

- B. Permitted uses and structures. The following uses are permitted uses and structures in the Agricultural District:

[Amended 8-13-2007 by Res. No. 59; 6-14-2010 by Ord. No. 2010-1; 11-9-2022 by Ord. No. 2022-05]

- ~~1) Any and all forms of commercial agriculture and commercial horticulture, as defined in § 240-64~~
- 2) Agriculture, except as may otherwise be regulated by this section.
- ~~3) Agricultural buildings and accessory structures to agricultural buildings.~~
- 4) Farm drainage and irrigation systems.
- 5) Forestry, grazing and gardening.
- 6) Single-family dwelling.
- ~~7) Accessory structures to single-family dwellings, such as detached private garages, decks, swimming pools, nonilluminated signs, fences, tool sheds, and other such structures, for the storage of domestic supplies and equipment. Mobile homes, trucks, semitrailers, trailers, recreational vehicles (RVs), and campers shall not be used as storage structures.~~
- 8) Historic sites.
- ~~9) Home occupations.~~
- ~~10) Private stables.~~
- ~~11) Private dog kennels.~~
- ~~12) Cell phone towers or wireless communication facilities as delineated in § 240-30A, provided they otherwise satisfy the requirements of this chapter.~~
- ~~13) Accessory solar energy systems which are designed to generate 40 kilowatts of power or less are allowed as accessory uses and structures in all districts, provided that the requirements of § 240-30C are met.~~

[Amended 6-22-2020 by Ord. No. 2020-01]

C. Conditional uses and structures. The following conditional uses may be approved by the Town Board in the Agricultural District, provided that the provisions and requirements in Article IV of this chapter are fulfilled:

[Amended 8-13-2007 by Res. No. 59]

- 1) Churches, cemeteries, airports, schools, local government buildings and facilities, and government-owned facilities for the maintenance of roads and highways.
- 2) Agricultural service establishments primarily engaged in performing agricultural or horticultural services on a fee or contract basis.
- 3) Public utility and public service structures, including electric transmission lines and distribution substations, gas regulator stations, communications equipment and buildings, pumping stations and reservoirs.
- 4) Wind energy conversion systems WECS with a combined nameplate capacity of less than 5,000 kilowatts and alternative energy systems, except for wind energy conversion systems with combined name plate capacity of 5,000 kilowatts or more, provided that they otherwise satisfy the requirements § 240-31B of this chapter.

[Amended 11-9-2022 by Ord. No. 2022-05]

- 5) Cell phone towers or wireless communication facilities as delineated in § 240-30A, provided they otherwise satisfy the requirements of said § 240-30A.
- 6) On-site advertising signs larger than 50 square feet in size.
- 7) Signs illuminated by a fixed light or lights.
- 8) Single-family dwelling on a substandard grandfathered lot of record, provided that the requirements of Article III are met.

[Added 12-13-2010 by Ord. No. 2010-06; 3-7-2023 by Ord. No. 2023-02]

- 9) Feedlots, provided that they otherwise satisfy the requirements of § 240-35.
- 10) Ground-mounted accessory solar energy systems whose generating capacity is greater than 40 kilowatts, but not more than 100 kilowatts, provided that the requirements of § 240-30C(1)(b)[3] are met.

[Amended 6-22-2020 by Ord. No. 2020-01]

- 11) Off-site advertising signs larger than 50 square feet.
- 12) Transmitting tower, provided it otherwise satisfies the requirements of Article IV, §§ 240-30 and 240-31.

[Added 9-9-2019 by Ord. No. 2019-01]

D. Interim uses and structures.

[Amended 8-13-2007 by Res. No. 59]

- 1) Mining and extraction operations, provided that they otherwise satisfy the requirements of Chapter 165, Mining.
- 2) Personal use airstrips as defined by the Federal Aviation Administration (FAA), provided that they otherwise satisfy the requirements of Article VI of this chapter.

[Amended 6-14-2010 by Ord. No. 2010-1]

- 3) Agritourism activities.

[Added 7-9-2024 by Ord. No. 2024-03]

- 4) [Agricultural buildings, when no principal structure is present on the property](#)

E. [Accessory uses and structures.](#)

- 1) [Agricultural buildings](#)

- 2) [Accessory structures to single-family dwellings, such as detached private garages, decks, swimming pools, nonilluminated signs, fences, tool sheds, and other such structures, for the storage of domestic supplies and equipment. Mobile homes, trucks, semitrailers, trailers, recreational vehicles \(RVs\), and campers shall not be used as storage structures.](#)

- 3) [Home occupations.](#)

- 4) [Private stables.](#)

- 5) [Private dog kennels.](#)

- 6) [Accessory solar energy systems which are designed to generate 40 kilowatts of power or less are allowed as accessory uses and structures in all districts, provided that the requirements of § 240-30C are met.](#)

[Amended 6-22-2020 by Ord. No. 2020-01]

- 7) [Cell phone towers or wireless communication facilities as delineated in §240-30A, provided they otherwise satisfy the requirements of this chapter.](#)

- F. Prohibited uses and structures. All other uses and structures which are not specifically permitted as a right or by conditional use permit or interim use permit, including public stables and public boarding of dogs, shall be prohibited in the Agricultural District.

[Amended 8-13-2007 by Res. No. 59; 11-9-2022 by Ord. No. 2022-05]

§ 240-24 Standards for accessory uses or structures.

[Amended 8-13-2007 by Res. No. 59; 6-14-2010 by Ord. No. 2010-1]

A. Relation to Principal Structure

- 1) There can be no accessory structure without a principal structure existing on the same parcel.
- 2) No accessory building, of any type, shall be constructed on any lot prior to the issuance of a certificate of occupancy for the principal building to which it is accessory.
- 3) Accessory structures for the purpose of storage of agricultural equipment, located on agricultural land, may be permitted on land with no principal structure, with the issuance of an interim use permit.

B. Location. No detached accessory building or structure shall be located closer than 10 feet to any principal building or to any other accessory building or structure.

C. Easements. No accessory building or structure except for utility panels or boxes or moveable and temporary buildings or small (less than 120 square feet) storage sheds shall be erected in any easement area.

D. Area-Accessory Building Size.

- 1) The maximum total area of all accessory buildings shall not total more than 5,000 square feet on lots of two to 5.999 acres in size, and not more than 10,000 square feet on lots of six or more acres in size.
- 2) Except as stated below, agricultural buildings can be exempted from the above size requirements, when located on agricultural land. Such buildings would not be considered in the total sum of accessory building square footage on an individual parcel.
- 3) Agricultural or other buildings, intended for the purpose of the indoor growing of agricultural products, may exceed the size limitations above, through the issuance of an interim use permit. To be eligible for an interim use permit, the structures must meet the definition of an agricultural building and located on agricultural land.
- ~~4) There shall be no maximum limitation to total area for agricultural buildings, and agricultural buildings shall not be considered in the total sum of accessory buildings on an individual parcel.~~

[Amended 6-10-2013 by Ord. No. 2013-03; 5-8-2017 by Ord. No. 2017-04]

E. Maintenance. All detached accessory buildings shall be maintained in a manner that is compatible with the primary uses and does not present a hazard to public health, safety, and general welfare of the surrounding community.

F. Prohibitions

- 1) No accessory building may be used for human habitation except temporarily as specifically permitted by the Township of Eureka in § 240-28B(3). An accessory building or structure shall be limited to a half bathroom facility

inclusive of all individual accessory buildings on an individual property. "Half bathroom facility" shall mean provision of a sink and toilet. Bathroom facilities shall be limited to a single bathroom with one toilet and one sink, except as required by other applicable rules or statutes.

~~2) There can be no accessory structure without a principal structure existing on the same parcel.~~

§ 240-28 Temporary structures.

[Amended 8-13-2007 by Res. No. 59]

- A. The Building Official may issue a permit for those temporary structures and temporary uses specified below. The permit shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official may grant extensions, in writing, for demonstrated cause.
- B. The following temporary structures or uses are permitted:
  - 1) Any one temporary building or stand exclusively for the sale of agricultural or horticultural products produced on the premises, provided that such building shall be no less than 20 feet from the road right-of-way and further provided that adequate off-street parking shall be available.
  - 2) Any temporary building for uses incidental to construction work, provided that such building shall be removed upon the completion of the construction work.
  - 3) A garage may be occupied as a temporary dwelling for a period of not more than six months if construction of a permanent dwelling is actually underway and in active progress during occupancy of the garage. Said garage shall be provided and equipped with garage doors. In the event that any person shall reside in any such temporary garage home for a period of time exceeding that permitted by the Building Official, the Town Board shall proceed to have such extended use abated as a nuisance.
- C. All other temporary uses or structures are prohibited in Eureka Township.

## Article IV Building Permits, Building Regulations and Performance Standards

### Performance standards for indoor growth facilities.

- A. Structures of this type, which are agricultural buildings located on agricultural land, and exceeding allowable size requirements for accessory structures, are permitted in the Agricultural District, only after obtaining an interim use permit from the Township.
- B. All activities shall comply with the conditions placed on the interim use permit.
- C. The Township shall consider the following performance standards when reviewing the appropriateness of an interim use permit for this type of structure:
  - 1) The road serving the property must have adequate capacity to accommodate the additional vehicle trips that the use would create. This includes employee trips, deliveries, shipping, and service vehicles.
  - 2) Adequate parking for employees must be provided, and any parking areas must be graveled or hard surfaced.
  - 3) Adequate emergency vehicle access must be provided.
  - 4) The proposed use of the site must not cause operations of the property to become out of character with the residential and/or agricultural uses already occurring in the district.
  - 5) Any exterior lighting must comply with § 240-55 Lighting.
  - 6) Interior lighting within this type of structure, when visible from any property line, shall be fully screened.
  - 7) Retail operations shall not be permitted within this type of structure.
  - 8) The structure shall meet all other relevant applicable codes, such as but not limited to, building code, fire code and electrical code.



Otte Excavating, Inc.  
PO Box 8  
Randolph, MN 55065

Bryce Otte 612-282-8437  
Office 651-775-3873  
E-Mail [otteexcavating@yahoo.com](mailto:otteexcavating@yahoo.com)

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Date: 04/28/2026

Attn: Eureka Township  
25043 Cedar Ave  
Farmington, MN 55024

To Whom It May Concern,

Attached is the bid proposal for the Ditch Mowing Services of the Eureka Township road ditches to be completed by Otte Excavating Inc. Please review the attached information for the recommendations to be completed. Please contact us for additional information or references needed.

Otte Excavating Inc has been in business for 26 years as Corporation. We are Licensed, Bonded, and Insured. We are a registered active business with the MN Secretary of State. We hold multiple licenses and belong to the MPCA, MNLica, MCES, BBB, and NWYC. We currently have 17 employees and provide road maintenance for multiple municipalities/townships and have in the past and current years. Our team/crew is very experienced and provides efficient maintenance needs. Please contact us for additional information or references needed.

Please call with questions.

Thank You,

Otte Excavating, Inc.  
License #L2887  
Office 651-775-3873  
Bryce Otte 612-282-8437  
[otteexcavating@yahoo.com](mailto:otteexcavating@yahoo.com)



PO Box 8  
 Randolph, MN 55065  
 Phone 651-775-3873  
 E-mail: otteexcavating@yahoo.com

Date: 04/28/2026

Estimate To:  
 Eureka Township  
 25043 Cedar Ave  
 Farmington, MN 55024

**ESTIMATE / BID PROPOSAL**

Date	Description
4/28/2026	<p>Job Location:            Eureka Township, MN</p> <p>Mowing of Road Ditches Per Time for 3 Years</p> <p>Otte Excavating Inc will provide approx. 15' mowing width of the Eureka Township road ditches 2 times a year.</p> <p>Year Spring 2026 Per Mowing: Price is \$6,000.            Year Fall 2026 Per Mowing: Price is \$6,000.            Year Spring 2027 Per Mowing: Price is \$6,200.            Year Fall 2027 Per Mowing: Price is \$6,200.            Year Spring 2028 Per Mowing: Price is \$6,400.            Year Fall 2028 Per Mowing: Price is \$6,400.</p>

Estimate Proposal provided by Otte Excavating, Inc.

**THANK YOU!**



Otte Excavating Inc  
 PO Box 8  
 Randolph, MN 55065

Bryce Otte 612-282-8437  
 Office 651-775-3873  
 E-Mail [otteexcavating@yahoo.com](mailto:otteexcavating@yahoo.com)

Date: 04/28/2026  
 Attn: Eureka Township, MN

Listed is a partial list of equipment owned by Otte Excavating Inc. Please contact us for additional information or references needed.

<b>Otte Excavating Inc Partial Equipment List</b>
John Deere 772GP Road Grader Attachments Front Plow & Wing
John Deere 770D Road Grader Attachments Front Plow & Wing
CAT 140M AWD Road Grader Attachments Front Plow & Wing
2024 CAT 299D3XE Skid Loader w/ Attachments
2026 CAT 299D3XE Skid Loader w/ Attachments
CAT Challenger Tractor MT465B w/ Mower
Flail Rear and Side Mower
CAT PR184 Harley Rake
CAT Skid Loader Mower Attachment
CAT Grass Seeder
CAT Brush Mowing Attachment
CAT Forestry Mulching Attachment
Sterling Plow/Sander Dump Truck w/ Wing
Sterling Plow/Sander Dump Truck w/ Wing