



**DUNDAS CITY COUNCIL
REGULAR MEETING AGENDA
Monday, August 28, 2023
7:00 p.m. City Hall**

1. Call to Order/Pledge Allegiance

2. Roll Call Mayor Switzer, Council members Gallagher, LaCroix, Modory, Swartwood

3. Public Comment

4. Approval of Agenda

5. Consent Agenda *(All items on the Consent Agenda are considered routine and have been made available to the City Council at least 2 days in advance of the meeting. The items will be enacted in one motion. There will be no separate discussion of these items unless a council member or citizen requests, then the item will be removed from this agenda and considered in normal sequence.)*

- a. Regular Minutes of August 14, 2023
- b. Pay Voucher No. 2 Hester Street Mill and Overlay
- c. Disbursements - \$76,437.07

6. Regular Agenda

- a. Consider Approving Preliminary and Final Plat and Planned Unit Development Amendment for a Retail Store in the Dundas Commercial Park at 540 and 600 Schilling
- b. Consider Approving Development Agreement with Reese Real Estate
- c. Consider Approving Encroachment Agreement with Reese Real Estate
- d. Consider Approving Comprehensive and Zoning Amendments Related to the Addition of a General Commercial Land Use Designation to the Comprehensive Plan and a B-3, General Business Zoning District to the Zoning Ordinance and Map Along with Modifications to Non-Retail Commercial Uses in the B-2, Highway Commercial Zoning District
- e. Consider Approving Addendums to the Two Maintenance Contracts the City has with Utility Service Co., Inc.
- f. Consider Approving Railway Street Sidewalk Removal

7. Reports of Officers, Boards and Committees

- a. City Engineer
- b. City Administrator/Clerk
- c. Mayor, Councilors and Committees

8. Announcements

- a. City Council Meeting – Monday, September 11 and 25 at 7:00 PM City Hall
- b. Park & Recreation Advisory Board – September 12 at 7:00 PM City Hall
- c. Planning Commission Meeting– Thursday, September 21 at 7:00 PM at City Hall
- d. Franchise Fees Open House – Wednesday September 6 at 7:00 PM at City Hall

9. Closed Meeting

The City Council will meet in a closed meeting to consider whether to exercise the City's right of first refusal to purchase the real property located at 315 Railway Street North, in the City of Dundas, County of Rice, State of Minnesota.

This meeting is closed pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3) (to develop or consider offers or counteroffers for the sale of real property).

10. Adjourn

**DUNDAS CITY COUNCIL
REGULAR MEETING MINUTES
Monday, August 14, 2023
7:00 p.m. City Hall**

Present: Mayor Glenn Switzer Councilors Ashley Gallagher, Luke LaCroix, Grant Modory

Absent: Council member Luke Swartwood

Staff: City Engineer Dustin Tipp, Finance Director Jessi Sturtz, City Administrator/Clerk Jenelle Teppen

CALL TO ORDER

Mayor Switzer called the meeting to order at 7:00 p.m. A quorum was present.

APPROVAL OF AGENDA

Motion by Gallagher, second by Swartwood, to approve the agenda. Motion Carried Unanimously (MCU)

CONSENT AGENDA

Motion by Modory, second by Swartwood, to approve the consent agenda as follows:

Regular Minutes of July 24, 2023

Pay Voucher #2 (Final) – 2023 Pond Maintenance Project

Consider Approving Five Year Funding Agreement with the United States Geological Survey Disbursements - \$159,297.72

REGULAR AGENDA

- a. Consider Approving Temporary Liquor License for Dawn's Corner Bar for September 23, 2023
Motion by Gallagher, second by LaCroix to approve the request from Dawn's Corner Bar for a Temporary Liquor License on September 23, 2023 MCU
- b. Consider Accepting 2nd Quarter Financial Report
Motion by LaCroix, second by Gallagher to Accept the 2nd Quarter Financial Report MCU
- c. Consider Approving Addendums to the Two Maintenance Contracts the City has with Utility Service Co., Inc.
Motion by Gallagher, second by LaCroix to table the discussion until the August 28, 2023 Regular City Council Meeting MCU

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

City Engineer – Dustin Tipp

Tipp reported that the annual re-striping of pavement would take place by the end of August and would include bike lane striping on 1st St, the crossing at Hester and 1st and other areas around the city. He also reported that WSB is still waiting for a response from the MPCA for the Preliminary Effluent Review.

WORK SESSION

Review New Cannabis Law

Teppen presented an overview of the regulations approved by the 2022/2023 Minnesota State Legislature.

Review and Discuss Railway Street Sidewalk Removal

Staff is proposing to remove the sidewalk between Hester and Mill Street that runs immediately adjacent to the trail in order to place three street lights. Council requested that staff reach out to DNR officials to seek their insight on removal of the sidewalk.

Review and Discuss Proposed 2024 General Fund Budget

Teppen and Finance Director Jessi Sturtz reviewed the proposed 2024 general fund budget and proposed 2024 tax levy. Council directed staff to prepare a proposed General Fund budget that makes use of the ARPA funds the City received in order to keep the tax rate flat for 2024. Another work session will be scheduled on August 28 to continue the discussion.

ADJOURN

Motion by LaCroix, second by Gallagher, to adjourn the meeting at 8:53 p.m.

Minutes prepared by Jenelle Teppen, City Administrator/City Clerk



MEMORANDUM

To: Honorable Mayor and City Council
Dundas, Minnesota

From: Dustin Tipp, P.E.
City Engineer

Date: August 28, 2023

Re: Pay Voucher No. 2 (Final)
Hester Street Mill & Overlay

Introduction

The Contractor for the Hester Street Mill & Overlay project, Bituminous Materials, Inc., completed work as documented on the attached breakdown showing how the quantities of specific contract items changed from the original bid to the final payment.

Background

This is the final payment the City will process for this work. The amount due is calculated as follows:

Work Completed to Date	\$45,625.62
Less Retainage (0%)	\$ 0 (final payment)
<u>Less Previous Payments</u>	<u>\$43,344.34</u>
Amount Due Payment No. 2	\$ 2,281.28

Fiscal Impact

The final contract amount is about 1.4% higher than the original contract amount. The original bid was based on estimated quantities. As with most City roadway contracts, the Contractor is paid at their bid unit price for the actual quantity of work completed.

Alternatives

1. Motion to Approve Pay Voucher No. 2 (Final) to Bituminous Materials, Inc. in the total amount of \$2,281.28.
2. Do not approve Pay Voucher No. 2.

Staff Recommendation

Alternative No. 1: Motion to Approve Pay Voucher No. 2 to Bituminous Materials, Inc. in the total amount of \$2,281.28

The work represented on the attached application for payment has been completed in accordance with the bid documents for the project. It is the recommendation of the City Engineer to approve Pay Voucher No. 2 (final) as presented.

Attachments

1. Pay Voucher No. 2

**HESTER STREET MILL & OVERLAY
CITY OF DUNDAS**



August 24, 2023

ITEM	DESCRIPTION	UNITS	UNIT PRICE	CONTRACT QUANTITY	QUANTITY TO DATE	DIFFERENCE	CONTRACT AMOUNT	AMOUNT TO DATE	NET CHANGE
1	MOBILIZATION	LS	\$ 1,500.00	1.00	1.00	0.00	\$ 1,500.00	\$ 1,500.00	\$ -
2	EDGE MILL BITUMINOUS SURFACE	SY	\$ 6.00	1230.00	1,230.00	0.00	\$ 7,380.00	\$ 7,380.00	\$ -
3	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$ 3.50	160.00	200.00	40.00	\$ 560.00	\$ 700.00	\$ 140.00
4	BITUMINOUS PATCH SPECIAL	SY	\$ 36.00	15.00	15.00	0.00	\$ 540.00	\$ 540.00	\$ -
5	TYPE SP 9.5 WEARING COURSE MIX (3,C) (2" THICK)	TON	\$ 78.00	380.00	386.29	6.29	\$ 29,640.00	\$ 30,130.62	\$ 490.62
6	ADJUST GATE VALVE AND BOX	EACH	\$ 250.00	3.00	3.00	0.00	\$ 750.00	\$ 750.00	\$ -
7	ADJUST FRAME & CASTING MANHOLE	EACH	\$ 775.00	5.00	5.00	0.00	\$ 3,875.00	\$ 3,875.00	\$ -
8	TRAFFIC CONTROL	LS	\$ 750.00	1.00	1.00	0.00	\$ 750.00	\$ 750.00	\$ -
							\$ 44,995.00	\$ 45,625.62	
									\$ 630.62
								Less amount previously paid	\$ 43,344.34
								TOTAL DUE	\$ 2,281.28

CITY OF DUNDAS DISBURSEMENT REPORT
Council Meeting August 28, 2023

DATE	PAYABLE	AMOUNT
8/24/2023	PERA	\$4,116.40
8/24/2023	State of MN Empower Retirement	\$350.00
8/24/2023	MN Dept of Revenue	\$1,159.96
8/24/2023	IRS	\$5,483.19
8/24/2023	Payroll PP# 17 Employees	\$18,356.95
	Sub Total Paid Payroll and Sales Liabilities	<u>\$29,466.50</u>
8/24/2023	Nextiva VOIP	\$188.80
8/22/2023	Cardmember Service Payment	\$1,164.46
8/28/2023	2023 Invoices - Payment August 28, 2023	\$45,617.31
	Sub Total Paid Claims and Service Liabilities	<u>\$46,970.57</u>
TOTAL	Disbursement for August 28, 2023	<u><u>\$76,437.07</u></u>

CITY OF DUNDAS

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Payments

Current Period: August 2023

Payment Batch 082823AP		\$45,617.31	
Refer	0 ALDRICH TECNNOLGY CONSULT	-	
Cash Payment	E 101-41000-309 EDP, Software and Desi	Microsoft Exchange Online (Plan 2)- Monthly	\$160.00
Invoice	8762	8/21/2023	
Transaction Date	8/21/2023	Frandsen Bank 10100	Total \$160.00
Refer	0 AMAZON CAPITAL SERVICES	-	
Cash Payment	E 101-41000-200 Supplies	Floor Mat	\$65.90
Invoice	1THYYQC9QPX3	8/17/2023	
Transaction Date	8/17/2023	Frandsen Bank 10100	Total \$65.90
Refer	0 CAMPBELL KNUTSON	-	
Cash Payment	E 101-41000-304 Legal Fees	GENERAL MATTERS	\$2,929.50
Invoice	23-Jul	7/31/2023	
Transaction Date	7/31/2023	Frandsen Bank 10100	Total \$2,929.50
Refer	0 EPIC ENTERPRISES, INC	-	
Cash Payment	E 101-42100-440 Cleaning Service	PD	\$21.90
Invoice	16111	7/31/2023	
Cash Payment	E 101-43100-440 Cleaning Service	PW	\$21.90
Invoice	16111	7/31/2023	
Cash Payment	E 101-45200-440 Cleaning Service	Ball Park	\$164.40
Invoice	16112	7/31/2023	
Transaction Date	7/31/2023	Frandsen Bank 10100	Total \$208.20
Refer	0 JOHNS SNOW AND MOW LLC	-	
Cash Payment	E 101-45200-406 Grounds Maintenance	Mowing - Parks	\$1,485.00
Invoice	23-Jul	8/15/2023	
Cash Payment	E 101-41000-406 Grounds Maintenance	Mowing - City Hall	\$80.00
Invoice	23-Jul	8/15/2023	
Cash Payment	E 101-43100-406 Grounds Maintenance	Mowing - Streets	\$645.00
Invoice	23-Jul	8/15/2023	
Cash Payment	E 601-49400-406 Grounds Maintenance	Mowing - Water	\$282.50
Invoice	23-Jul	8/15/2023	
Cash Payment	E 602-49450-406 Grounds Maintenance	Mowing - Sewer	\$107.50
Invoice	23-Jul	8/15/2023	
Cash Payment	E 101-45200-406 Grounds Maintenance	Rough Cut - Parks	\$250.00
Invoice	23-Jul	8/15/2023	
Cash Payment	E 101-43100-406 Grounds Maintenance	Rough Cut- Streets	\$300.00
Invoice	23-Jul	8/15/2023	
Cash Payment	E 601-49400-406 Grounds Maintenance	Rough Cut - Water	\$400.00
Invoice	23-Jul	8/15/2023	
Transaction Date	8/15/2023	Frandsen Bank 10100	Total \$3,550.00
Refer	0 MENARDS, INC	-	
Cash Payment	E 101-42100-200 Supplies	FURRING STRIP	\$11.92
Invoice	51177	7/23/2023	
Transaction Date	7/23/2023	Frandsen Bank 10100	Total \$11.92
Refer	0 MIDWEST MACHINERY CO	-	
Cash Payment	E 101-45200-200 Supplies	CHAIN OIL, FILE GUIDES, SAFETY GLASSES	\$132.97
Invoice	9728774	8/15/2023	

CITY OF DUNDAS

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Payments

Current Period: August 2023

Transaction Date	8/15/2023	Frandsen Bank	10100	Total	\$132.97
Refer	0 MINNESOTA VALLEY TESTING LA	-			
Cash Payment	E 601-49400-310 Professional Services	COLIFORM COLILERT, Water Testing			\$53.90
Invoice	1211409	8/3/2023			
Transaction Date	8/3/2023	Frandsen Bank	10100	Total	\$53.90
Refer	0 MN DEPARTMENT OF HEALTH	-			
Cash Payment	G 601-20810 MN Connection Fee	07/01/2023-09/30/2023			\$1,812.78
Invoice	2023Q3	7/1/2023			
Transaction Date	7/1/2023	Frandsen Bank	10100	Total	\$1,812.78
Refer	0 MN PEIP	-			
Cash Payment	G 101-21706 Hospitalization/Medical Ins	Health			\$4,610.01
Invoice	1302500	8/10/2023			
Cash Payment	G 101-21711 Dental Insurance	Dental			\$149.76
Invoice	1302500	8/10/2023			
Cash Payment	G 101-21712 Life Insurance	Life			\$16.65
Invoice	1302500	8/10/2023			
Transaction Date	8/10/2023	Frandsen Bank	10100	Total	\$4,776.42
Refer	0 NCPERS GROUP LIFE INS	-			
Cash Payment	G 101-21712 Life Insurance	Life Insurance Sept 23			\$32.00
Invoice	433600092023	8/1/2023			
Transaction Date	8/1/2023	Frandsen Bank	10100	Total	\$32.00
Refer	0 SEH, INC	-			
Cash Payment	G 430-22020 Escrow - AT&T Project #2	3C / 4C Install Services @ Bridgewater WT			\$1,327.28
Invoice	451275	8/10/2023			
Transaction Date	8/10/2023	Frandsen Bank	10100	Total	\$1,327.28
Refer	0 SILVERADO LANDSCAPING	-			
Cash Payment	E 101-41000-400 Repairs and Maintenanc	City Hall Irrigation System - Parts & Labor			\$4,400.00
Invoice	6821	8/17/2023			
Transaction Date	8/17/2023	Frandsen Bank	10100	Total	\$4,400.00
Refer	0 SPRINT	-			
Cash Payment	E 101-43100-321 Telephone & Communic	PW Director - Cell Phone Service			\$60.94
Invoice	292583318261	8/18/2023			
Transaction Date	8/18/2023	Frandsen Bank	10100	Total	\$60.94
Refer	0 WSB & ASSOC INC	-			
Cash Payment	E 101-41000-303 Engineering Fees	General Engineering			\$2,562.50
Invoice	23-Jun	8/14/2023			
Cash Payment	E 101-41000-303 Engineering Fees	Retainer			\$800.00
Invoice	23-Jun	8/14/2023			
Cash Payment	E 225-43150-303 Engineering Fees	Storm Water			\$131.00
Invoice	23-Jun	8/14/2023			
Cash Payment	E 101-45200-303 Engineering Fees	Parks			\$51.00
Invoice	23-Jun	8/14/2023			
Cash Payment	E 601-49400-303 Engineering Fees	Comp Water System Plan			\$498.00
Invoice	23-Jun	8/14/2023			
Cash Payment	E 602-49450-303 Engineering Fees	Comp Sanitary Sewer System Plan			\$4,823.00
Invoice	23-Jun	8/14/2023			

CITY OF DUNDAS

Payments

Current Period: August 2023

Cash Payment	E 410-43100-500 Capital Outlay	PW Cold Storage		\$2,489.50
Invoice	23-Jun	8/14/2023		
Cash Payment	G 430-22006 Escrow - 80 West Ave	West Ave Apts		\$1,341.00
Invoice	23-Jun	8/14/2023		
Cash Payment	E 101-43100-310 Professional Services	Dundas Transportation Study		\$3,403.00
Invoice	23-Jun	8/14/2023		
Cash Payment	E 602-49450-303 Engineering Fees	Preliminary Effluent Review Study		\$4,788.00
Invoice	23-Jun	8/14/2023		
Cash Payment	E 602-49450-303 Engineering Fees	Reimbursable Exp. - Preliminary Effluent Review Study		\$1,550.00
Invoice	23-Jun	8/14/2023		
Cash Payment	E 101-41910-303 Engineering Fees	Public Planning Projects - N Sparks		\$3,513.50
Invoice	23-Jun	8/14/2023		
Transaction Date	8/14/2023	Frandsen Bank	10100	Total \$25,950.50
Refer	0 FRANDSEN BANK & TRUST	-		
Cash Payment	G 101-21708 H.S.A. Withholdings	HSA - PP#17		\$70.00
Invoice				
Transaction Date	8/23/2023	Frandsen Bank	10100	Total \$70.00
Refer	0 PETTY CASH	-		
Cash Payment	G 101-11000 Transfer In	To reimburse petty cash for annual compliance check for police dept		\$75.00
Invoice				
Transaction Date	8/24/2023	Frandsen Bank	10100	Total \$75.00

Fund Summary

	10100 Frandsen Bank
101 GENERAL FUND	\$26,012.85
225 STORM SEWER	\$131.00
410 PUBLIC WORKS CAPITAL OUTLAY	\$2,489.50
430 ESCROW DEPOSITS	\$2,668.28
601 WATER	\$3,047.18
602 SEWER	\$11,268.50
	<u>\$45,617.31</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$45,617.31
Total	<u>\$45,617.31</u>

PLANNING REPORT

TO: Dundas City Council
Dundas Planning Commission
Jenelle Teppen, City Administrator

FROM: Nate Sparks, City Planner

DATE: August 28, 2023

RE: Tractor Supply
Preliminary Plat / Final Plat / Planned Unit Development / Site Plan Review

BACKGROUND

Tractor Supply Company has made an application for a Preliminary & Final Plan, Planned Unit Development, and Site Plan Review for a retail store at 540 & 600 Schilling Drive.

DEVELOPMENT DETAILS

Land Use. The City's Comprehensive Plan (Land Use Plan) guides the subject site for a Retail Commercial Land Use. The site is zoned B-2, Highway Commercial.

Planned Unit Development. The project generally meets all zoning requirements. However, the PUD established allows for greater than 30% of an outdoor sales/greenhouse area and a front yard setback of 10 feet.

The outdoor sales areas total around 27,000 square feet and the building size is about 21,250. Most of the sales area is a fenced area to the side of the building or potential sales areas on the sidewalk in front. There is also a trailer area identified to the west of the parking lot.

The front yard setbacks are proposed at 10 feet from Schilling Drive. This is inline with the other buildings along this street.

Streets. The applicant is proposing to dedicate right-of-way for the existing roads in this area.

Lots. Two lots are being proposed that both meet the minimum standards of the zoning ordinance. The other lot not being developed, at this time, will remain with the original owner.

Landscaping & Lighting. The applicant has provided landscaping and lighting plans that generally meet the City's Zoning Ordinance.

Architecture. The applicant has provided building plans that generally meet City Ordinances.

Grading, Drainage and Utilities. Issues related to grading, drainage, and utilities, including the establishment of related outlots and easements, should be subject to comment and recommendation by the City Engineer.

Additionally, the applicant must expand the side of the pond in the first phase of the development.

Development Agreement. As a condition of final plat approval, the applicant will be required to enter into a development agreement with the City and post all the necessary securities required by it. This issue should be subject to further comment by the City Attorney.

RECOMMEDATION

The Planning Commission should hold a public hearing and the City Council should consider the draft approval documents for the proposed project.

**CITY OF DUNDAS
ORDINANCE NO. 2023-06**

**AN ORDINANCE ESTABLISHING A PLANNED UNIT DEVELOPMENT
FOR LOT 1, BLOCK 1 REESE REAL ESTATE SUBDIVISION**

THE CITY COUNCIL OF DUNDAS, MINNESOTA ORDAINS AS FOLLOWS:

Section 1. The City of Dundas hereby established a Planned Unit Development Overlay District for the following legally described property (“the Property”):

Lot 1, Block 1 of Reese Real Estate Subdivision, Rice County, Minnesota

Section 2. Planned Unit Development - General Plan. The PUD Overlay District is hereby established:

- A. The legal description of Lot 1, Block 1 of Reese Real Estate Subdivision.
- B. The PUD Overlay District for the Property is based on the site plan dated August 16, 2023 as approved by the City of Dundas on August 28, 2023
- B. Any allowed uses and standards not specifically addressed by this Ordinance shall be subject to the requirements set forth by the City of Dundas Zoning Ordinance and the underlying B-2, Highway Commercial District.

Section 3. Performance Standards. For the purposes of this PUD Overlay District, the following standards are amended:

- A. Site Plan Approved. The site plan approved by Resolution No. 2023- 13 is hereby incorporated into the PUD Overlay District.
- B. Front Yard Setbacks. The front yard setback may be reduced to 10 feet.
- C. Outdoor Sales Areas. Outdoor sales areas shall be permitted as demonstrated on the approved site plan.

Section 4. Construction Standards. The buildings constructed within this Planned Unit Development District shall comply with the requirements of the Dundas Zoning Ordinance except as may be modified by this ordinance. All new construction shall meet the standards of the approved site plan as stated in Resolution No. 2023-13.

Section 5. A copy of this Ordinance and shall be kept on file at the Dundas City Hall.

Section 6. This Ordinance shall be effective upon its passage and publication.

Adopted by the Dundas City Council this 28th day of August 2023.

CITY OF DUNDAS

By: _____
Glenn Switzer, Mayor

Attest:

By: _____
Jenelle Teppen, City Administrator-Clerk

**DUNDAS CITY COUNCIL
COUNTY OF RICE
STATE OF MINNESOTA
RESOLUTION 2023 - 12**

*Resolution Approving a Planned Unit Development and Site & Building Plan
Review for a Retail Store at 540 & 600 Schilling Drive*

WHEREAS, Reese Real Estate Development (“the Applicant”) has made an application for a planned unit development (“PUD”) and site and building plan review at 540 & 600 Schilling Drive South (“the Property”) in the City of Dundas (“the City”) legally described as:

Lot 1, Block 1, Reese Real Estate Subdivision, Rice County, Minnesota

WHEREAS, the PUD Overlay District for the Property is established in Ordinance No. 2023-06; and

WHEREAS, the PUD will allow for a front yard setback of 10 feet from Schilling Drive and an outdoor sales area exceeding 30% of the building footprint; and

WHEREAS, following due notice, the Dundas Planning Commission reviewed information from City Staff and Consultants, held a public hearing on August 28, 2023 on the proposed planned unit development amendment and site plan and made the following findings of fact:

1. The proposed use is consistent with the Comprehensive Plan.
2. The proposed plat meets the City’s Zoning and Subdivision Ordinance, as may be modified in Ordinance No. 2023-06.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Dundas that based upon concurrence with the above noted findings of fact that the planned unit development amendment and site plan (plan set dated August 16, 2023) is hereby approved with the following conditions:

1. A drainage and utility easement shall be placed over the storm water pond.
2. All construction shall generally adhere to the plans dated August 16, 2023 as may be amended herein.
3. All comments from the City Engineer shall be addressed.
4. The applicant shall enter into a development agreement, as drafted by the City Attorney and address all comments from the City Attorney.
5. Specifications on fencing shall be supplied demonstrating conformance to City Code requirements.

6. Ordinance No. 2023-06 adopting the PUD Overlay District for the Property shall be adopted or this approval is voided.

Adopted by the Dundas City Council on this 28th day of August, 2023

Glenn Switzer, Mayor

ATTEST:

Jenelle Teppen, City Administrator/Clerk

Attached:

Exhibit A – Site Plan

Exhibit B – Building Plan

**DUNDAS CITY COUNCIL
COUNTY OF RICE
STATE OF MINNESOTA
RESOLUTION 2023 - 13**

*Resolution Approving a Preliminary & Final Plat for
Reese Real Estate Subdivision*

WHEREAS, RRV, LLC (the “Applicant”) are proposing a preliminary and final plat related to the development of a retail store located at 540 and 600 Schilling Drive South (“the Property”) in the City of Dundas (“the City”); and

WHEREAS, the Property is legally described as:

Lot 5, Block 1, Dundas Commercial Park Addition, Rice County, Minnesota

and

The Northeasterly 285.28 feet of Lot 4, Block 1 in Dundas Commercial Park Addition, Rice County, Minnesota, the Southwesterly line of which is measured at right angles to, and parallel with, the Northeasterly line of said Lot 4; and

WHEREAS, the Applicant proposes to divide the Property to where the portion of the site northwest of Schilling Drive and the property southwest of Schilling Drive are separate parcels; and

WHEREAS, the property to the northwest of Schilling Drive is intended to be utilized for the development of a retail commercial use; and

WHEREAS, the Property is zoned in the B-2 District which allows retail stores as a permitted use; and

WHEREAS, following due notice, the Dundas Planning Commission reviewed information from City Staff and Consultants, held a public hearing on August 28, 2023 on the proposed plat and made the following findings of fact:

1. The proposed use is consistent with the Comprehensive Plan.
2. The proposed plat meets the City’s Zoning and Subdivision Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Dundas that the preliminary and final plat is hereby approved based on the above findings of fact with the following conditions:

1. A drainage and utility easement shall be placed over the entirety of the storm pond on Lot 1, Block 1.
2. All comments from the City Engineer shall be addressed.
3. Ordinance No. ___ establishing a PUD Overlay District for the Property shall be adopted or this approval is voided.
4. The applicant shall enter into a development agreement, as drafted by the City Attorney and address all comments from the City Attorney.

Adopted by the Dundas City Council on this 28th day of August, 2023

Glenn Switzer, Mayor

ATTEST:

Jenelle Teppen, City Administrator/Clerk

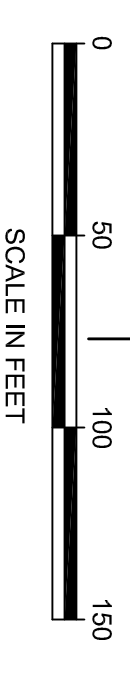
Attached:

Exhibit A – Preliminary Plat

Exhibit B – Final Plat

PRELIMINARY PLAT OF REESE REAL ESTATE SUBDIVISION

CONTACT THE CITY OF DUNDAS PLANNING AND ZONING DEPARTMENT FOR
SPECIFIC ZONING AND SETBACK REQUIREMENTS FOR THIS SITE.



FLOOD ZONE: SUBJECT PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE
MAP: PANEL NO. 27131(C)162D, DATED APRIL 3RD 2012 AND IS NOT IN A SPECIAL
FLOOD HAZARD AREA. ZONE X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE
THE 0.2% ANNUAL CHANCE FLOODPLAIN.
APPROXIMATELY 120' NORTHWEST OF THE SUBJECT PROPERTY IS FLOOD ZONE AE.
PER THE FLOOD INSURANCE RATE MAP: PANEL NO. 27131(C)162D, DATED APRIL
3RD 2012, WITH A BASE FLOOD ELEVATION OF 913.0.

● DENOTES IRON MONUMENT FOUND
○ DENOTES IRON MONUMENT SET
○ DENOTES LIGHT POLE
○ DENOTES GUY WIRE
○ DENOTES POWER POLE
○ DENOTES CATCH BASIN
○ DENOTES WATER VALVE
○ DENOTES FIRE HYD
○ DENOTES SANITARY MANHOLE
○ DENOTES BITUMINOUS SURFACE
○ DENOTES CONCRETE SURFACE

□ DENOTES FLOOD ZONE AE PER FIRM
MAP NO. 27131(C)162D, DATED 4-3-2012

--- DENOTES SANITARY SEWER LINE
--- DENOTES WATER MAIN LINE
--- DENOTES STORM SEWER LINE
--- DENOTES FIBER OPTIC LINE
--- DENOTES OVERHEAD ELECTRIC LINE
--- DENOTES GAS LINE (BURIED)
--- DENOTES TELEPHONE LINE (BURIED)
--- DENOTES ELECTRIC LINE (BURIED)
--- DENOTES BURIED CABLE

--- DENOTES SANITARY SEWER LINE
--- DENOTES WATER MAIN LINE
--- DENOTES STORM SEWER LINE
--- DENOTES FIBER OPTIC LINE
--- DENOTES OVERHEAD ELECTRIC LINE
--- DENOTES GAS LINE (BURIED)
--- DENOTES TELEPHONE LINE (BURIED)
--- DENOTES ELECTRIC LINE (BURIED)
--- DENOTES BURIED CABLE

PARCEL AREA = 6.98 ACRES+-

NOTES CORRESPONDING TO SCHEDULE B, PART 2, OF THE TITLE COMMITMENT PREPARED BY KNIGHT BARRY TITLE UNITED LLC, FILE NO. 2211454
ITEM NO. 10, RELATES TO EASEMENTS SHOWN ON THE PLAT OF DUNDAS COMMERCIAL PARK ADDITION. (THIS DOES NOT AFFECT THE SUBJECT PROPERTY AND THE EASEMENTS ARE SHOWN ON THE SURVEY.)
ITEM NO. 11, RELATES TO EASEMENTS THAT DO AFFECT THE SUBJECT PROPERTY. (THESE EASEMENTS ARE SHOWN ON THE SURVEY.)
ITEM NO. 12, RELATES TO DEED RESTRICTIONS AND THESE DO AFFECT THE SUBJECT PROPERTY BUT ARE NOT PLOTTABLE AND SHOULD BE REVIEWED.

PROPERTY DESCRIPTION

Lot 5, Block 1, in Dundas Commercial Park Addition, in the City of Dundas, Rice County, Minnesota.
AND
That part of the following to be surveyed:
The Northeastly 285.28 feet of Lot 4, Block 1, in Dundas Commercial Park Addition, in the City of Dundas, Rice County, Minnesota, the Southwesterly line of which is measured at right angles to, and parallel with, the Northeastly line of said Lot 4.

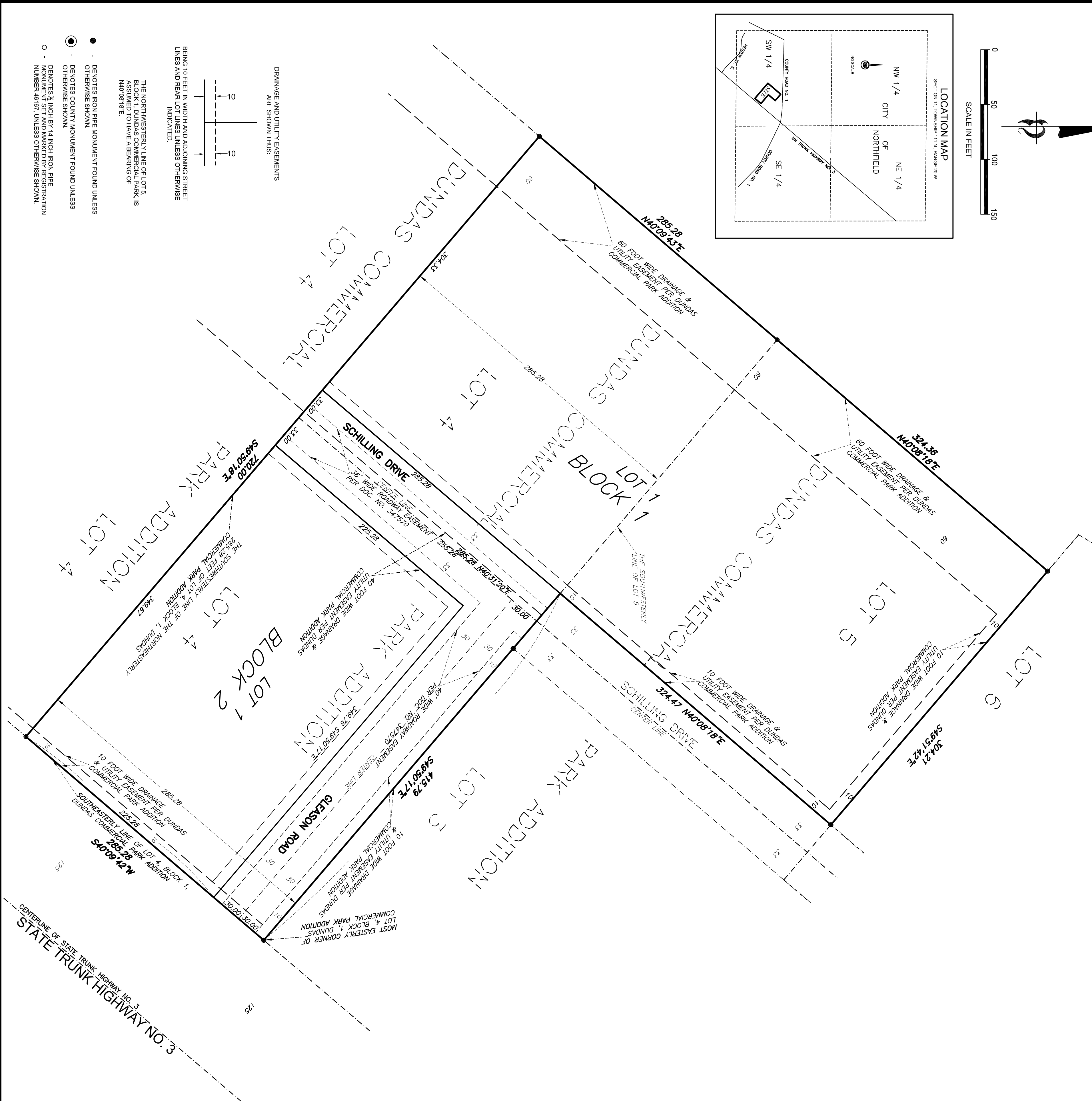
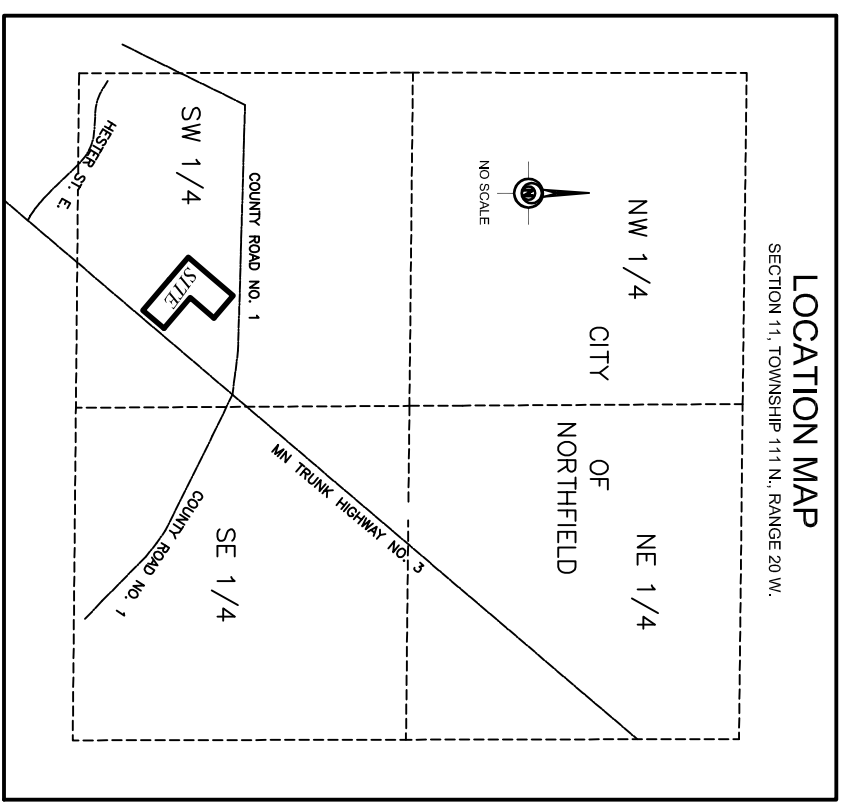
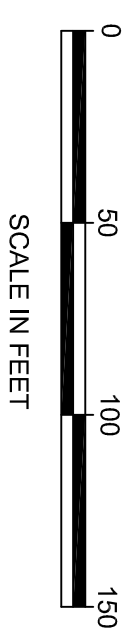
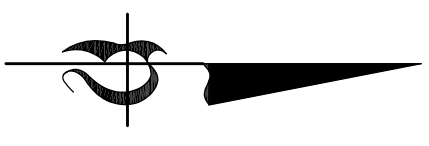
I HEREBY CERTIFY THAT THIS SURVEY WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY LICENSED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF
MINNESOTA

THOMAS J. OWENBA
DATE: 8/27/23
LICENSE NO.: 48167

8-15-23	TJO	REMOVED	OUTLOT	ORIG DATE:	PREPARED BY:
				DESIGN BY: TJO	Bohlen Surveying & Associates 31432 Follage Avenue Northfield, MN 55057 Phone: (827) 645-7788 BOA Phone: (827) 895-9212 Fax: (827) 885-9259
				DRAWN BY: TJO	
				CHECKED BY: TJO	
				DATE: BY DESCRIPTION	
REVISIONS:					

COUNTY ROAD NO. 1

REESE REAL ESTATE SUBDIVISION



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS:
BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AND REAR LOT LINES UNLESS OTHERWISE INDICATED.

- DENOTES IRON PIPE MONUMENT FOUND UNLESS OTHERWISE SHOWN.
- DENOTES COUNTY MONUMENT FOUND UNLESS OTHERWISE SHOWN.
- DENOTES 1/2 INCH BY 1/4 INCH IRON PIPE MONUMENT SET AND MARKED BY REGISTRATION NUMBER 46167, UNLESS OTHERWISE SHOWN.

KNOW ALL MEN BY THESE PRESENTS, That RRV LLC, a Minnesota Limited Liability Company, owner of the following described property situated in the County of Rice and State of Minnesota, to wit:

Lot 5, Block 1, in Dundas Commercial Park Addition, in the City of Dundas, Rice County, Minnesota.

AND

That part of the following to be surveyed:
The Northeastly 285.28 feet of Lot 4, Block 1, in Dundas Commercial Park Addition, in the City of Dundas, Rice County, Minnesota, the Southeastly line of which is measured at right angles to, and parallel with, the Northeastly line of said Lot 4.

Has caused the same to be surveyed and platted as REESE REAL ESTATE SUBDIVISION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said RRV LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper partner, this ____ day of _____, 20__.

By _____ General Partner

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by _____ General Partner of RRV LLC.

Signature _____
Printed Name _____

Notary Public, _____ County, _____

My Commission Expires on _____

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

Dated this ____ day of _____, 20__
Thomas J. O'Meara, Licensed Land Surveyor
Minnesota License No. 48167

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____, 20__ by Thomas J. O'Meara.

Signature _____
Printed Name _____

Notary Public, _____ County, _____

My Commission Expires on _____

CITY COUNCIL

We do hereby certify that on the ____ day of _____, 20__, the City Council of Dundas, Minnesota approved this plat by resolution and is in compliance with the provisions of Minnesota Statutes Section 505.03, Subdivision 2.

Mayor _____
Clerk _____

RICE COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20__.

Michael Farragman
Rice County Surveyor

RICE COUNTY PROPERTY TAX & ELECTIONS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinafter described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20__.

Denise Anderson
Property Tax & Elections Director

RICE COUNTY RECORDER

County Recorder, County of Rice, State of Minnesota
I hereby certify that this plat of REESE REAL ESTATE SUBDIVISION was filed in the office of the County Recorder for public record on this ____ day of _____, 20__ at _____ o'clock ____ M., and was duly filed as Document Number _____.

Michael Farragman
Rice County Recorder

(reserved for recording information)

DEVELOPMENT AGREEMENT
AND PLANNED UNIT DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

REESE REAL ESTATE SUBDIVISION

This **DEVELOPMENT AGREEMENT** for **REESE REAL ESTATE SUBDIVISION** (“Agreement”) is made and entered into as of this 28th day of August, 2023 (“Effective Date”), by and between the **CITY OF DUNDAS**, a Minnesota municipal corporation (“City”), and **RRV LLC**, a Minnesota limited liability company, (“Developer”).

WITNESSETH: that for valuable consideration and in the joint and mutual exercise of their powers and in consideration of the mutual covenants contained herein, the parties recite and agree as follows:

SECTION 1 RECITALS

- 1.01 **The Property.** Developer is the fee owner of certain real property legally described in **Exhibit A**, attached hereto, consisting of approximately 6.98 acres of land located in the City of Dundas, Rice County, Minnesota (“Property”). Developer intends to improve and develop the Property for use as a single-story commercial sales property (the “Project”).
- 1.02 **Proposed Development.** The Property is currently vacant land, consisting of two parcels, which will be combined into two different parcels to be legally described as *Lot 1, Block 1 Reese Real Estate Subdivision*, and *Lot 1, Block 2 Reese Real Estate Subdivision*, as depicted on **Exhibit B**, attached hereto. Certain public dedications and infrastructure will be installed as described in the Plat and in this Agreement.
- 1.03 **Preliminary Site Plan; Preliminary Plat.** On August 28, 2023, the City Council for the City of Dundas (“City Council”) adopted Resolution No. 2023-13 conditionally approving the Preliminary Plat submittal of Reese Real Estate Subdivision, subject to the conditions recited in that Resolution, and subject to the terms and conditions of this Agreement.

1.04 Final Plat; Site Plan. On August 28, 2023, the City Council for the City of Dundas (“City Council”) adopted Resolution No. 2023-12 (the “City Resolution”), approving the final plat of Reese Real Estate Subdivision (the “Final Plat”), which Final Plat is attached to this Agreement as **Exhibit B**, and the final site plan for Reese Real Estate Subdivision (the “Site Plan”), which Site Plan is attached to this Agreement as **Exhibit C**. The Final Plat and Site Plan are all subject to certain conditions as described on **Exhibit D** that is attached to this Agreement, and are subject to all of the terms and conditions of this Agreement.

1.05 Development Plans. Reese Real Estate Subdivision shall be developed in accordance with the terms and conditions of this Agreement and, in accordance with the plans listed in this Section (collectively, the “Development Plans”). The Development Plans shall not be attached to this Agreement. If the Plans vary from the written terms of this Agreement, the written terms shall control.

- Plan A – Final Plat (Exhibit C)
- Plan B – Site Plan (Exhibit D)
- Plan C – Existing Conditions–Demo Plan
- Plan D – Grading Plan
- Plan E – Utility Plan
- Plan F – Erosion Control Plan
- Plan G – Construction Plan
- Plan H – Landscape Plan
- Plan I – Plans and Specifications for Public

SECTION 2 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants and covenants to the City as follows:

2.01 No Disability. Developer is a duly organized corporation under the laws of the State of Minnesota in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement.

2.02 Ownership. Developer is the owner in fee simple of the Property and hereby warrants and guarantees that it has sufficient title and interest in the Property to cause covenants, restrictions and the promise herein to be binding covenants on the Property free and clear of any other claims, mortgages or liens that would be a lien prior to this Agreement. Developer, shall, at Developer’s expense, and prior to the issuance of any permits for the development of the Property provide evidence of sufficient ownership to the City in the form of title commitment and associated documents, subject to review by the City Attorney.

2.03 Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which Developer is a party or by which it, or its property, is bound.

- 2.04 Litigation. There are no pending or threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement.
- 2.05 Compliance. Developer will comply with and promptly perform all of Developer's obligations under this Agreement and all related documents and instruments.
- 2.06 Environmental Assessment. To the best of Developer's knowledge, the proposed development does not require an environmental assessment worksheet or an environmental impact statement, but shall prepare the same if required to do so by the City or other governmental entity, pursuant to law, and shall reimburse City for all expenses incurred by City in connection with any environmental review, including all, staff time and consultant and attorneys' fees.
- 2.07 Wetlands. The Project must comply with all wetland protection regulations, including without limitation the Wetland Conservation Act.
- 2.08 Environmental Laws. As of the date of the execution of this Agreement, Developer is not aware of any facts which would cause it or the Property to be in violation of any local, state or federal environmental law, regulation or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act.
- 2.09 Payment of Costs and Expenses. Developer agrees to pay the total amount of costs, charges, expenses and attorneys' fees incurred or paid at any time by the City in relation to the development of this Project, including any condemnation action, except as may otherwise be set forth in this Agreement, and in regard to any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to Developer's interest in the Property or the Project. The costs set forth in this paragraph shall be paid from the Development Escrow described in Section 20.02.
- 2.10 Intended Use. The intended use of the Property is for a single-story commercial sales property, which is a permitted use under current zoning for the Property.
- 2.11 Cooperation. Developer agrees to cooperate fully with the City in regard to all matters pertaining to this Agreement and the Project, including any litigation commenced with respect to the Project and the resolution of any engineering, erosion, traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project, and the City agrees to reciprocate.
- 2.12 Warranty as to Development Work. Developer warrants all work required to be performed by it under this Agreement against poor material, faulty workmanship, and defects for a period of two years after its completion and acceptance by the City per Section 4.09 of this Agreement. All landscaping material is warranted per Section 7.04 of this Agreement. All drainage facilities must remain functional and free of dirt and debris until accepted by the City, which will be the obligation of Developer.

SECTION 3 IMPROVEMENTS

Developer shall construct, install and pay for all improvements and proceedings necessary to fully complete the development of Reese Real Estate Subdivision, except as may otherwise be set forth in this Agreement. Such improvements, both public and private, are at a minimum, listed in detail in Exhibit H (collectively, the “Improvements”), but shall include the following:

- A. Sanitary Sewer System
- B. Water System
- C. Storm Sewer System
- D. Streets
- E. Concrete Curb and gutter
- F. Site Grading, Stormwater Treatment, Infiltration Basins, and Erosion Control
- G. Underground Utilities
- H. Surveying and Staking
- I. Building Plans Dated August 16, 2023
- J. Landscape Plans

As provided in this Agreement, all Improvements shall be subject to review, approval, inspection and authorization by the City and/or its consulting engineer.

SECTION 4 DEVELOPMENT PLANS, APPROVAL, CONSTRUCTION AND INSPECTIONS

- 4.01 Developer’s Engineer. Developer will engage, at Developer’s expense, a duly licensed professional civil engineer approved by the City authorized to practice within the State of Minnesota to review detailed plans and specifications according to the City’s Manual of Design and Construction Standards for the complete installation of all of the Improvements.
- 4.02 Permits. Developer shall be responsible for determining and obtaining, prior to construction, all the necessary approvals, permits, and licenses required for this Project. Such approvals, permits, and licenses may include, but are not limited to, the following: The City of Dundas; Minnesota Department of Transportation; County Highway Department; appropriate watershed district; Board of Soil and Water Resources; railroads; utility companies; Minnesota Department of Natural Resources; Army Corps of Engineers; Minnesota Pollution Control Agency; Minnesota Department of Health and any other regulatory or jurisdictional agency affected by or having jurisdiction over the improvements required for this development. Any design requirements of such agencies shall be determined prior to completion and incorporated into the plans and specifications. All costs incurred to obtain said approvals, permits, and licenses and also all fines or penalties levied by any agency due to the failure of Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of Developer. Developer agrees to defend and hold the City, its officers, employees and agents harmless from any action initiated by a regulatory agency resulting from any failure of Developer.

4.03 Approval of Design, Construction Plans, Construction and Inspections. The Improvements must be installed in accordance with City standards and ordinances, including the City subdivision ordinance, and Development Plans and Plans and Specifications which have been prepared by a competent registered professional engineer (“Construction Plans”), furnished to the City and approved by the City Engineer. If the Construction Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that Developer’s engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City’s discretion and at Developer’s expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. Developer, its contractors and subcontractors, shall follow all instructions received from City’s inspectors. Developer’s Engineer shall provide for on-site project management. Developer’s Engineer is responsible for design changes and contract administration between Developer and Developer’s contractor. Any design changes must be reviewed and approved by City’s Engineer. Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Administrative offices with all parties concerned, including the City staff, to review the program for the construction work.

4.04 Inspections and License to Enter. Developer hereby grants to the City, its engineer, agents, employees, contractors and designees, a license to enter upon the Property to perform all work and inspections deemed appropriate by the City during the construction and installation of the Improvements until final certification of acceptance is approved by the City for all of Improvements and expiration of any applicable warranty period.

The City, its engineer, or its designated agents shall periodically inspect the improvements installed by Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for the sole benefit of the City. Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. Developer, its contractors, and subcontractors shall follow all reasonable instructions received from the City or its designated agents to allow the City an opportunity to inspect the improvement work requiring inspection by city engineer. Developer shall notify the City engineer at least two (2) full working days prior to the commencement of the site grading operation, laying of utility lines, sub-grade preparation, the laying of gravel base or bituminous surfacing for street construction or any other improvement work which shall be substantially buried or covered. Should Developer fail to timely notify the City to allow the City to inspect the work, the City may at the City’s option, require Developer to uncover and/or replace or reconstruct any of the before-mentioned work in such a manner so as to provide the City with an opportunity for inspection.

Upon completion of all the work required, the City engineer or his designated representative, a representative of the contractor, and a representative of Developer’s engineer will make a final inspection of the work. Before final payment is made to the contractor by Developer, the City engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved plans and specifications and Developer’s engineer shall submit a written statement attesting to same.

4.05 Easements. Developer shall make available to the City, at no cost to the City, all permanent or temporary easements as may be necessary, including easements for access, utilities, buffers, trails. The City shall make available to Developer, at no cost to Developer, all temporary easements over City owned land that may be necessary for the installation of Improvements.

4.06 Record Drawings, “As Built” Plans. Within 30 days after the completion of all of Improvements, and before final security is released, Developer shall provide the City with record drawings detailing the final “As Built” plans. The record drawings shall be delivered via USB thumb drive or similar device or medium, acceptable to the City, containing the following information in current AutoCAD compatible format (.dwg or .dxf files):

- Approved plat
- Utilities
- Layer names should be self-explanatory, or a list must be included as key.

If Developer does not provide such information, the City will digitize the data. All costs associated with digitizing the data will be the responsibility of Developer.

4.07 Faithful Performance of Construction Contracts and Security. Developer shall fully and faithfully comply with all terms of all contracts entered into by Developer for the installation and construction of all of Improvements and hereby guarantees the workmanship and materials for a period of two years following the City’s final acceptance of all of Improvements. Prior to the commencement of construction, Developer will furnish and at all times maintain with the City adequate security as provided in Section 18 of this Agreement to assure faithful performance of construction and installation of the Improvements.

4.08 Construction Times. All construction activities shall be confined to the following hours:

Monday - Friday	7:00 AM until 7:00 PM
Saturday	8:00 AM until 5:00 PM
Sunday	Not Allowed

This does not apply to activities that are required on a 24-hour basis such as dewatering, etc. Any deviation from the above hours must be approved in advance by the City Council.

SECTION 5 SERVICES TO BE PERFORMED BY CITY AND PAYMENT

5.01 The City will review and approve plans and specifications prepared by Developer’s Engineer for the Project, provide general inspection of methods, materials and work, conduct periodic inspections as reasonably necessary and conduct final job inspection. Periodic inspection at City discretion shall be provided by City at Developer’s expense. The inspections hereunder are for the benefit of the City and do not relieve Developer of

its obligations hereunder to construct all Improvements in accordance with the Site Plan. Also see Section 4.04.

- 5.02 Developer shall pay, upon demand of the City, the administrative and inspection costs of the City of all of the Improvements.

SECTION 6 MONUMENTATION OF LOT AND BLOCK CORNERS

Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed or verified after all street and site grading has been completed by Developer in order to preserve the lot markers for future property owners. Developer shall also provide a minimum of one monument within the development, set in concrete, for horizontal and vertical control for the City's bench mark system. More monuments may be required by the City Engineer to serve the area. Developer's Land Surveyor shall certify to the City in writing that all iron monuments were placed as stated above and that all lots in the subdivision comply with the City of Dundas's zoning and subdivision ordinances so as to permit residential buildings thereon. Any iron monuments moved, destroyed or lost by activities of Developer or Developer's agents (builders) on the property after having been originally placed, shall be replaced in the correct location by Developer at Developer's cost. No security shall be released until this Section is satisfied.

SECTION 7 LANDSCAPING

- 7.01 Developer agrees to install landscaping materials in accordance with the Development Plans and shall be completed, to the satisfaction of the City Engineer, as a condition of receiving a certificate of occupancy for any dwelling unit on the Property. All trees and materials shall be installed where feasible prior to house construction and shall be protected by tree protection fencing during house construction where necessary. Further, Developer shall strictly comply with the tree preservation plan section of the Site Plan.
- 7.02 The Development shall be subject to landscaping requirements as set forth in the Development Plans and City Code § 154.071.
- 7.03 All landscaping requirements shall be completed prior to occupancy of any dwelling unit on the Property or by May 31st following occupancy if occupancy occurs October 1st through April 30th, 2024.
- 7.04 If any portion of the landscaping is not completed within the time required above, the City may cause such landscaping to be completed and draw upon the Security required by this Agreement for the cost to complete such landscaping. Further, all landscaping shall be guaranteed by Developer to survive two (2) full growing seasons. The City, its employees, agents or contractors shall have the right, but not the obligation, to go upon the Property to complete the landscaping or replace landscaping that does not survive two (2) growing seasons without permission of the owner of the property or lot, and shall not be liable for trespass. The City may also require a deposit as part of the building permit fee to secure compliance with the landscaping requirements. In that event, the City shall complete or replace the landscaping, Developer shall pay to the City, upon demand of the City, any costs

that the City incurs as a result of this Section 7.04. If Developer fails to make such payment within 10 days of said demand, the City may, among other remedies, reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, from the retained escrow. Any landscaping completed by the City pursuant to this Section is not warranted or guaranteed. Developer shall indemnify, hold harmless, and defend the City, its officers, employees, agents and insurers against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, employees, agents and insurers may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section.

SECTION 8 *This Section left intentionally blank.*

SECTION 9 SPECIAL CONDITIONS

- 9.01 Storm Water Collection System. Developer shall provide a plan, subject to the review and approval of the City and before the issuance of any building permits, for inlet protection and sweeping to ensure that dirt and debris from the Property does not enter and impact the storm water collection system. The approved plans shall be incorporated as part of the Development Plans. Any water surface containment or holding ponds constructed by Developer as part of this Project shall be dredged, maintained, and cleaned prior to their acceptance by the City. Acceptance by the City of any such ponds for future maintenance shall be for hydrology purposes only and not for aesthetic or vegetation purposes. Final release of Developer's Security under Section 18 shall not be made until final acceptance by the City.
- 9.02 Debris. During the period of unit construction, Developer shall direct the builder to provide on the building site a covered refuse dumpster or other suitable enclosed containment unit to be used for the disposal of refuse, debris, waste or other material during the construction period.
- 9.03 Ponds. Any water surface containment or holding ponds constructed by Developer as part of this Project shall be dredged, maintained, and cleaned prior to their acceptance by the City. Acceptance by the City of any such ponds for future maintenance shall be for hydrology purposes only and not for aesthetic or vegetation purposes. Final release of Developer's security shall not be made until final acceptance by the City.
- 9.04 Televising. Upon completion of the Project, Developer shall, at Developer's sole cost and expense, for inspection purposes, televise the Project sewer system and provide the City with a copy. Any obstructions found shall be removed and repairs made if necessary.
- 9.05 Construction Site Policy. Developer agrees that Developer and Developer's contractors and subcontractors shall adhere to and be subject to all of the City's construction site policies.
- 9.06 Utility trunk charges. Developer understands that the current fee charged by the City for connection of residential homes to the City water, sewer, and storm water system is \$2,700

per acre for sewer, \$2,700 per acre for water, and \$1,000 per acre for storm water. This fee is subject to change on an annual basis.

- 9.07 Construction Traffic. Shall be in compliance with the Site Plan
- 9.08 Approval of grading surveys. Developer agrees that its engineer, upon receipt from the City of a grading survey as part of the building permit application, will review the survey for its compliance with the grading plans for the lot and certify to the City whether the grading survey complies.
- 9.09 Compliance. Developer and Developer's contractors shall comply with all requirements of the City of Dundas Subdivision Ordinance, conditions required by the City Council, and City construction standards, policies, plates, detail standards and reasonable requirements of the City Engineer applicable to the Project except as otherwise agreed in this Development Agreement or waived for good cause shown by the City Council.
- 9.11 Snow Removal. The City shall provide snow removal after the installation of the first lift of bituminous pavement. During pendency of the Project, the City will not plow to the curb to avoid damaging the concrete.

SECTION 10 COMPLETION OF IMPROVEMENTS

- 10.01 Developer shall complete all Improvements required by this Agreement on or before August 31, 2024 ("Completion Date"). The Completion Date is subject to unavoidable delays as defined in this Agreement, in which event the Completion Date may be extended by the period of such unavoidable delays upon approval by the City.
- 10.02 In the event Developer believes an extension is warranted because of Unavoidable Delays, Developer shall request such extension in writing to the City Engineer and specify the requested length of extension and the reason therefore. The City engineer shall recommend the length of the extension, if any, for consideration and approval by the City Council. For the purposes of this Agreement, the term "Unavoidable Delays" shall mean means delays which are the direct result of strikes or other labor troubles, unforeseeable and unavoidable casualties to the Property, governmental actions, judicial action commenced by third parties, the implementation of an environmental agency-approved work plan for remediation, severe weather, acts of God, fire or other casualty, site conditions materially different from those revealed in any report or test provided to or obtained by Developer, or any other causes which Developer could not reasonably control or circumvent.
- 10.03 If an extension is granted, it will be conditioned upon updating Developer's security and escrow fund requirements, in **Sections 18 and 20.02** respectively, if necessary, to reflect any cost increases resulting from the extended Completion Date.

SECTION 11 OWNERSHIP OF IMPROVEMENTS

- 11.01 Upon the completion of the Improvements required to be constructed or installed by this Agreement, such Improvements (other than privately owned utilities) lying with the public

easements and Right-of Way as shown on the subdivision plat and those located on City property shall become City property without further notice or action. Provided, however, that the construction shall not be considered complete until the City Engineer has made final inspection of all construction and recommended acceptance by the City and the City has made such acceptance by Council resolution, and Developer has granted any easement required by Section 4.07 of this Agreement. Until such acceptance, Developer shall be responsible for the maintenance of the Improvements. Developer shall provide to the City, at no charge, record drawings as required by Section 4.08 of this Agreement. Final security shall not be released prior to receipt of the record drawings by the City.

- 11.02 All Improvements that are public and to be accepted by the City shall be within easements dedicated on the Final Plat. If not dedicated, the City shall be provided an easement, drafted by or approved by the City.

SECTION 12 CLEAN UP AND SEWER CLEANING

Developer shall weekly, or more often if required by the City Engineer or inspector, clean dirt and debris from streets and/or rights-of-way and underground utilities that have resulted from construction work by Developer, its agents, or assigns. All debris, including excess soil, earth, brush, vegetation, trees and demolition materials, shall be disposed of off-site. Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required by the City prior to completion and acceptance of the development. Developer shall not be required to conduct holding pond dredging if Developer provides a certificate that the holding pond that serves the Property is operating correctly, subject to the review and approval of the City. The Security required by Section 18 of this Agreement shall not be reduced below \$10,000.00 until the requirements of this Section are completed and accepted by the City Engineer.

SECTION 13 EROSION, DRAINAGE AND WEED CONTROL

- 13.01 Developer shall provide and comply with erosion, sedimentation, and drainage control provisions in the approved Grading plan and City policy requirements and as otherwise required by city, county, state and federal agencies. As development progresses, the City may impose additional erosion and drainage control requirements if, in the sole but reasonable opinion of the City Engineer, they would be useful and appropriate in controlling drainage and erosion. Developer recognizes that time is of the essence in controlling erosion. Developer shall promptly comply with such erosion and drainage control plans and with such additional reasonable instructions it receives from the City. No development shall be allowed and no building permits shall be issued unless the Project is in full compliance with erosion control requirements.
- 13.02 All areas disturbed by excavation and backfilling operations must be reseeded after the completion of the work in that area. Except as may be otherwise provided or agreed upon, seed must be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc anchored as necessary for seed retention.

- 13.03 Developer acknowledges that its failure to implement reasonable erosion and drainage controls as required herein may cause flooding and/or damage to adjoining property owners and City facilities. In such event, Developer agrees to hold the City harmless and indemnify City from claims of all third parties or Developer for damages arising out of such flooding and/or damages attributable to Developer's failure to implement reasonable erosion and drainage controls. All work must be approved by the City Engineer.
- 13.04 Developer shall be responsible for the control of weeds in the Development and on all lots as long as it is the owner thereof. Developer shall cut or spray weeds at the request of the City. In the event that weed control is not done as requested by the City, the City may do so and Developer shall be responsible for all costs of the same and shall reimburse the City within 10 days of demand of payment. In the event that Developer does not pay the City for all costs within 10 days of demand by the City, the City may, in the discretion of the City, draw upon the Security to reimburse amounts expended for this purpose, and all costs and expenses relating to the same and the execution on the Security, including attorney's fees, assess the Property pursuant to Minnesota Statutes § 429.101, and/or seek any other remedy available

SECTION 14 ISSUANCE OF BUILDING AND OCCUPANCY PERMITS

- 14.01 Developer agrees and understands that no Certificate of Occupancy for any structure to be constructed within the Development will be issued by the City until requirements of the Agreement are completed and after the following minimum improvements have been completed to the satisfaction of the City Engineer:
- A. Grading, sanitary and storm sewers, drainage controls, individual lot sewer and water services, fire hydrants;
 - B. Submission to the City of an as-built grading plan showing that emergency overflows, swales, lots, etc., have been graded in accordance with the approved construction plans; and
 - C. First lift of bituminous pavement, permanent or temporary, gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are installed.
- 14.02 Issuance of a building permit shall require compliance with all other building permit requirements and policies of the City, including completion of the building permit application process, payment of sewer and water hook-up and access charges, water meter, and any other charges. Building permits may be issued after installation of the first lift of bituminous pavement.
- 14.03 If building permits are requested and issued prior to the completion and acceptance of all public improvements, Developer assumes all liability and costs resulting from delays in completion of public improvements and damage to public improvements caused by Developer, its contractors, subcontractors, material suppliers, employees, agents, residential contractors, or third parties. Notwithstanding the forgoing, and other than as provided in this Agreement, Developer will cause no private construction to be made on the property nor will building permits be issued for such construction until all Improvements required by this Agreement have been made and accepted by the City.

SECTION 15 INSURANCE

15.01 Developer and its general contractors shall provide and maintain or cause to be maintained at all times during the process of constructing all of Improvements and until six (6) months after acceptance of all of the Improvements, and, from time to time, at the request of the City, furnish proof of payment of premiums on:

- A. *Commercial General Liability* (or in combination with an umbrella policy)
\$2,000,000 each occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 Annual Aggregate

The following coverages should be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

- B. *Automobile Liability*

- \$2,000,000 Combined Single Limit- Bodily Injury & Property Damage, including, Owned, Hired & Non-Owned Automobiles

- C. Workers' compensation insurance, with statutorily-required coverage, including Employer's Liability with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per Employee
- \$500,000 – Bodily Injury by Disease Aggregate
- \$500,000 – Bodily Injury by Accident

15.02 Developer's and general contractor's insurance must be "Primary and Non-Contributory." All insurance policies (or riders) required by this Agreement shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of the one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City and (iii) shall identify the name of the plat.

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Agreement.

- 15.03 Developer shall file a copy of the insurance coverage with the City as condition of receiving any permits for the development of the Property. A copy of the endorsement in Section 17.02 of this Agreement shall be submitted with the certificate of insurance.

SECTION 16 SECURITY REQUIREMENTS

- 16.01 Establishment. The cost of the Improvements is \$95,0000 Developer shall cause to be provided to the City on or before any grading is permitted on the Property, any permit issued for the development, or the release of the Final Plat, whichever occurs first, security in either, in the sole discretion of the City, the form of an irrevocable Letter of Credit ("Letter of Credit" or "Security"), subject to review and approval of the City, in an amount that totals 125% of Developer's actual accepted bids for the Improvements:

- 16.01.1 Letter of Credit. If permitted by the City, Developer shall provide an irrevocable Letter of Credit, with the form and providing institution subject to the review and approval of the City, in the amount of \$95,000 (the "Letter of Credit Amount") to assure compliance with this Agreement guaranteeing timely installation of all Improvements in a good and worker like manner and payment of all fees required for compliance with this Agreement.

In the event Developer fails to install the Improvements in accordance with the provisions of this Agreement or is otherwise in default of this Agreement, the City shall notify Developer in writing of such default. In the event Developer fails to cure the default required within ten (10) days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter the City may, in addition to other remedies provided for herein, draw upon the Letter of Credit in such amount as is reasonably adequate to cure the default. The Letter of Credit shall have no conditions. The Letter of Credit shall be maintained continuously by Developer, except as to reductions authorized by the City, until Developer's improvements are completed to the City's satisfaction, including certification by the City Engineer that all items are satisfactorily completed, pursuant to this agreement. The Letter of Credit shall be automatically renewable on an annual basis and shall provide for the City to receive notice of renewal at least thirty (30) days prior to the date of renewal. The initial term of the Letter of Credit shall be 2 years. Failure of Developer to timely provide the notice of renewal, shall constitute a Default of this Agreement. If Developer is in default for failure to provide timely notice of renewal, the City may immediately draw upon the Letter of Credit without proceeding with the Notice required under Section 23 of this Agreement.

- 16.02 Release/Reduction of Security. Developer may apply to City for release of all or a portion of the Security as follows:
- A. When another form of surety, acceptable to and approved by the City, is furnished to the City by Developer to replace the Letter of Credit;
 - B. When the Improvements and other obligations of Developer under this Agreement are completed and accepted by the City pursuant to this Agreement; or

- C. The Security may be reduced, as applicable, from time to time to an amount that is not less than One Hundred Twenty-Five percent (125%) of the amount determined by the City for the costs of the remaining Improvements.

Notwithstanding the above, the Security shall not be reduced below any amount otherwise expressly stated herein. City's costs for processing said reduction or release request shall be billed to Developer at \$125.00 per hour with a minimum of one (1) hour per reduction or release, and shall be paid by Developer to the City within thirty (30) days of billing. Any request for reduction or release of the applicable Security shall be either approved or denied within thirty (30) days of being made in writing to the City.

- 16.03 Failure to Perform. As it relates to those items covered by the Security, it is further agreed that, should Developer fail to perform any of the duties, conditions or terms of the City Resolutions or this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on the Security and shall have the right, but not the obligation, to enter the Property to complete all remaining Improvements. In that event, the City shall complete the performance, acquisition, project, or work in accordance with this Agreement or the Site Plan set forth above, or in such other manner as is deemed reasonable by the City, the City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, from the Security funds. Any Improvements completed by the City pursuant to this Paragraph are not warranted or guaranteed. Developer shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Paragraph. The City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, arising out of or related to curing Developer's default from the Security funds.
- 16.04 Deficiency. In the event the Security is used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, Developer agrees that upon being billed by the City, Developer will pay said deficiency amount to City within ten (10) days of receipt of said billings to Developer. If Developer fails to pay, the City may, among other remedies available, assess all costs, including, but not limited to, staff time, engineering fees and legal fees against the Property. In the event the City does so specially assess the Property, Developer agrees that the Property has been benefited in an amount up to the Security Amount. Any such assessments shall be for a period of one (1) year. Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes, Chapters 412 and 429, to specially assess property benefited by improvements. Developer also expressly waives all rights to hearings before the City afforded under Minnesota Statutes, Chapter 429, specifically including, but not limited to, hearings under Minnesota Statutes § § 429.031 429.061. In addition, Developer waives all rights to appeal in the Courts, any objection to any irregularity or noncompliance with statutory procedure, and any claim that the assessment of the Security Amount being levied against the Property, as provided above, is excessive, as the said rights therein granted relate to the said deficiency. Nevertheless, the amount of the special assessment shall not exceed the deficiency and above-mentioned costs. If there should be an overage in the amount of utilized security City will, upon making said

determination, refund to Developer any monies which City has in its possession which are in excess of the surety needed by City. In addition to the above, the City may seek a civil judgment against Developer for the above amounts demanded by the City.

- 16.05 Expiration of Letter of Credit. If the Letter of Credit is the Security permitted by the City and utilized by Developer, and, in the event the Letter of Credit which by its terms will become null and void prior to the time at which all money or obligation of Developer is paid or completed pursuant to this Agreement, it is agreed that Developer shall provide City with surety, acceptable to City, at least thirty (30) days prior to the expiration of the said expiring Letter of Credit. If a new irrevocable letter of credit is not received as required above, City may declare a default in the terms of this Agreement and draw in part or in total, at City's discretion, upon the expiring Letter of Credit to avoid the loss of surety for the continued obligations. If Developer in default because a new Letter of Credit is not received as required above, the City may immediately draw up on the Letter of Credit without proceeding with the Notice required under **Section 23** of this Agreement.

SECTION 17 FAITHFUL PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS

- 17.01 Developer shall install, construct and maintain the Improvements in accordance with the terms of this Agreement. Developer guarantees and warrants the workmanship of Improvements for a period of two years following City's acceptance of the same ("Guarantee Period") and Developer shall maintain at least **\$10,000** on its Security for the warranty period, or pose other Security acceptable to the City.
- 17.02 Developer shall repair or replace, as reasonably directed by the City and at Developer's sole cost and expense, any work associated with and/or materials that become defective, in the sole but reasonable opinion of the City or its engineer, including **Section 2.12** of this Agreement, provided that the City or its engineer, give notice of such defect to Developer within three months following the end of the Guarantee Period. Developer, or Developer's contractors, shall post maintenance bonds or other security acceptable to City to secure these warranties.

SECTION 18 RESPONSIBILITY FOR COSTS AND HOLD HARMLESS

- 18.01 Developer shall pay all reasonable costs incurred by it or the City in connection with the development and completion of the Project, including, but not limited to, construction of Improvements, administration, legal, planning, engineering and inspection, expenses incurred in connection with approval and acceptance of the plat of Reese Real Estate Subdivision, the preparation of this Agreement, and all reasonable costs and expenses incurred by the City in monitoring and inspecting development of the Project. It is the intention of this Agreement that, except as otherwise set forth in this Agreement, the City shall not incur nor be responsible for any costs or expenses of any kind related to this Project.
- 18.02 To facilitate payment of Developer's costs and expenses to the City as required by **Section 20.01** of this Agreement, Developer agrees to deposit on account with the City the sum of

\$10,000.00 (the “Development Escrow”). The City may draw on the Development Escrow to pay these costs and expenses as they are incurred or billed or invoiced to the City.

At such time as the balance in this account may go below **\$3,000.00**, upon written notice given by the City to Developer, Developer shall immediately deposit additional cash to replenish the account to **\$10,000.00**, upon which further draws by the City may be made. Upon final acceptance of the Project and payment of all costs and expenses, the City will refund to Developer any balance remaining in the Development Escrow.

In the event Developer does not replenish the account as required above upon notice from the City, the City may in its discretion do any or all of the following: (1) halt all further Development work until all bills are paid and the account replenished, (2) draw upon Developer’s Security, (3) withhold issuance of building permits, or enforce any other remedies as provided for in Section 23 of this Agreement.

- 18.03 To the fullest extent permitted by law, Developer shall hold the City, its officers, employees, volunteers, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval, construction of the improvements, Development of the Project, Developer’s negligence or its performance or failure to perform its obligations under this Agreement. Developer shall indemnify the City, its officers, employees and agents for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys’ fees. Developer’s indemnification obligation shall apply to Developer’s general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be responsible or liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- 18.04 Any and all indemnifications provided by Developer to City herein shall not require Developer to indemnify the City, its officers or employees from any violation of law or from the consequences of their own negligence or misconduct.
- 18.05 Developer agrees to timely pay all contractors and subcontractors in a timely manner to prevent any liens.
- 18.06 Developer shall reimburse the City for its costs incurred in the enforcement of this Agreement, including Staff time, engineering, and attorneys’ fees.
- 18.07 All security escrow deposit funds required by this Agreement shall be received by the City before Developer proceeds with any work pursuant to this Agreement.

SECTION 19 TRANSFER OF PROJECT

Until all improvements of Developer have been fully completed, Developer shall not voluntarily sell, assign or transfer Developer’s interest in the Project or any part thereof without the written consent of the City, which shall not be unreasonably withheld, with the following exceptions:

- A. A transfer by Developer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with Developer;
- B. Grant or conveyance of a mortgage interest in the Property for the purpose of obtaining financing necessary to enable the Buyer to perform its obligations with respect to the construction of the Project; or
- C. Conveyance of any easements necessary for the Project.

SECTION 20 EVENTS OF DEFAULT DEFINED

The following shall be “Events of Default” under this Agreement:

- 20.01 Failure by Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed under the terms of this Agreement.
- 20.02 If Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- 20.03 If Developer shall file a petition under the federal bankruptcy laws.
- 20.04 If Developer shall fail to begin or complete construction of the Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
- 20.05 If Developer shall, after commencement of the construction of any of the Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays as defined in **Section 12.03** of this Agreement and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.
- 20.06 Developer giving notice of intent not to renew the Security provided under **Section 18** of this Agreement.

SECTION 21 NOTICE/REMEDIES ON DEFAULT.

With the exception of defaults occurring under **Section 18** of this Agreement regarding the maintenance of renewal of Developer’s Security, whenever any Event of Default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at Developer’s last known address as provided to the City by Developer. If Developer fails to cure the Event of Default within ten (10) days of the date the notice is mailed, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as Developer is in default:

- A. Halt all plat development work and construction of Improvements until such time as the Event of Default is cured.
- B. Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
- C. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- D. If the Event of Default is the failure of Developer to complete, construct, install, or correct the Improvements in accordance with this Agreement, the City may perform the work and Developer shall reimburse the City for its expenses. This provision shall be a license granted by Developer to the City to act and does not require the City to obtain any court order, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement or any other remedy available. The City may also, at its option, specially assess the costs against the Property.
- E. Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.
- F. Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

SECTION 22 MISCELLANEOUS

- 22.01 This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be. This Agreement shall be filed of record in the Office of the Rice County Recorder and/or Registrar of Title, as applicable, so as to give notice hereof to subsequent purchasers, encumbrances and interested persons. After Developer has completed the work required under this Agreement, at Developer's request, the City will execute and deliver to Developer a release in recordable form.
- 22.02 Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the Property and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property; and that Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- 22.03 Developer represents to the City that the Plat complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Project until Developer does comply. Upon the City's demand, Developer shall cease work until there is compliance.
- 22.04 In addition to the charges referred to herein, other charges may be imposed such as, but not limited to, sewer availability charges, sewer connection charges, and building permit fees.

- 22.05 Developer may not assign this Agreement without the written permission of the City Council. Developer's obligations hereunder shall continue in full force and effect even if Developer sells one or more lots in the Plat, the Property, or any part of it. Upon request, the City shall provide, in recordable form, a release of any lot in the Plat from this Development Contract if the City determines that the terms and conditions of this Contract have been satisfied.
- 22.06 If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
- 22.07 The action or inaction of the parties shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the parties to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council, by and for the City, or by Developer, by and for Developer. The parties' failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 22.08 Each right, power, or remedy herein conferred upon the parties is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the parties, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the parties and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- 22.09 Third parties shall have no recourse against the City or Developer under this Agreement.
- 22.10 All parties to this Agreement acknowledge they have been represented by counsel and have entered into this Agreement freely and voluntarily.
- 22.11 The laws of the State of Minnesota shall govern this Agreement.
- 22.12 The City Resolutions, Preliminary Plat, Final Plat, Preliminary Plans, Site Plan and attached Exhibits are a material part of this Agreement and are incorporated into this Agreement.
- 22.13 This Agreement replaces and supersedes all previous Development Agreements related to the Property, **if any**.

SECTION 23 NOTICES

Required notices to Developer shall be in writing and shall be either hand delivered to Developer, its employees or agents, or mailed to Developer by United States mail, registered mail or certified mail with return receipt requested, postage prepaid, to the following address:

If to Developer: NAME
 ADDRESS
 PHONE NUMBER

Notices to City shall be in writing and either hand delivered to the City Clerk-Treasurer or mailed to the City by United States mail, registered mail or certified mail with return receipt requested, postage prepaid, to the following address. Notices sent by facsimile or email do not meet requirements of this section, and this provision applies equally to each party.

If to the City: City Administrator
 City of Dundas
 100 Railway Street N
 PO Box 70
 Dundas, MN 55019
 507-645-2852

[The remainder of this page left blank intentionally; signature page follows]

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their corporate and company names by their duly authorized officers as of the day and year first written above.

CITY:

DEVELOPER:

City of Dundas

RRV LLC

By: _____
Glenn Switzer, Mayor

By: _____
NAME
TITLE

By: _____
Jenelle Teppen, City Administrator/Clerk

STATE OF MINNESOTA)
) ss. **CITY**
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ and _____, the Mayor and the City Administrator/Clerk, respectively, of the City of Dundas, a Minnesota municipal corporation, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) ss. **DEVELOPER**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ [name], the _____ [title] of RRV LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Campbell Knutson, P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
AKLS

EXHIBIT A

Legal Description of Property

EXHIBIT B

Depiction of Proposed Development/Final Plat

EXHIBIT C

Site Plan

EXHIBIT D

Conditions of Final Plat Approval and Final Site Plan Approval

**MORTGAGEE CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this ____ day of _____, 2023.

By: _____
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ of _____, on its behalf.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Campbell Knutson, P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
AKLS

(reserved for recording information)

ENCROACHMENT AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2023, by and between the **CITY OF DUNDAS**, a Minnesota municipal corporation (“City”), and **RRV LLC**, a Minnesota limited liability company (“Owner”).

1. BACKGROUND. Owner is the fee owner of certain real property located in the City of Dundas, County of Rice, State of Minnesota, legally described as *Lot 1, Block 1 Reese Real Estate Subdivision*, and *Lot 1, Block 2 Reese Real Estate Subdivision*, having a street address of _____, Dundas, Minnesota 55019 (“Subject Property”). The City owns easements for and drainage and utility purposes over portions of the Subject Property (“Easement Areas”). Owners have installed, and desire to retain, the non-building improvements which consist of asphalt driveway and curb (collectively “Improvements”) on the Subject Property and which encroach on the City’s Easement Areas as depicted on the attached **Exhibit A**.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment in its Easement Areas on the Subject Property for the Improvements subject to the conditions set forth in this Agreement. Further conditions of encroachment approval are as follows:

- The City shall have no responsibility to maintain or repair the Improvements located within the Easement Areas.
- The Improvements must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- Owner, its successors and assigns, are fully responsible and liable for any and all damage caused to the Improvements or resulting from construction of the Improvements within the Easement Areas.
- Owner, its successors and assigns, will own and maintain the Improvements.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the Easement Areas, Owner, for itself, its successors and assigns, hereby agree to indemnify and hold the City harmless from any damage caused to the Subject Property, including the Improvements located in the Easement Areas, caused in whole or in part by the encroachment into the Easement Areas.

4. TERMINATION OF AGREEMENT. The City may, at its sole discretion, terminate this Agreement at any time if it is reasonably necessary for the City to occupy the Easement Areas by giving the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City. If the City determines that an emergency condition exists, the City may terminate this Agreement without such notice, with immediate effect. Owner shall remove that portion of the Improvements to the extent it impacts the Easement Areas to the effective date of the termination of this Agreement. If Owner fails to do so, the City may remove the Improvements to the extent it impacts the Easement Areas and charge the cost of removal back to the owner for reimbursement.

5. RECORDING. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

[Signature pages follow]

CITY OF DUNDAS

(SEAL)

By _____
Glenn Switzer, Mayor

And _____
Jenelle Teppen, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by **Glenn Switzer** and by **Jenelle Teppen**, respectively, the Mayor and City Administrator of the **City of Dundas**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

Exhibit A



SITE DEVELOPMENT PLANS
REESE DEV - TSC
DUNDAS, MN



Know what's below.
Call before you dig.

GOPHER STATE ONE
 48 HOURS BEFORE YOU DIG
 CALL 811 OR 800-252-1166

UTILITY COMPANIES:

CITY WATER:
 CITY OF DUNDAS

CONTACT: DUANE MELIZA
 PH:-----
 EMAIL: DMELIZA@DUNDAS.US

ELECTRIC:
 XCEL ENERGY

CONTACT: ERIC HAGEN
 PH: (507) 334-2938
 EMAIL: ERIC.HAGEN@XCELENERGY.COM

GAS:
 XCEL ENERGY

CONTACT: JENNIFER THURSTON
 PH: (218) 330-6733
 EMAIL: JENNIFER.E.THURSTON@XCELENERGY.COM

CITY SEWER:
 CITY OF DUNDAS

CONTACT: DUANE MELIZA
 PH:-----
 EMAIL: DMELIZA@DUNDAS.US

TELEPHONE:
 UTILITY PHONE COMPANY

CONTACT: UTILITY PHONE CONTACT
 PH: UTILITY PHONE #
 EMAIL: UTILITY PHONE EMAIL

PROJECT LOCATION August 2023



VICINITY MAP
 1" = 1/8mi

SHEET INDEX	
Sheet Number	Sheet Title
C1	TITLE SHEET
C2	GENERAL NOTES
C3	EXISTING CONDITIONS-DEMO PLAN
C4	SITE PLAN
C5	GRADING PLAN
C6	UTILITY PLAN
C7	DRAINAGE PLAN
C8	JOINTING PLAN
C9	EROSION CONTROL PLAN
C10	EROSION CONTROL DETAILS
C11	CONSTRUCTION DETAILS
C12	CONSTRUCTION DETAILS
C13	CONSTRUCTION DETAILS
C14	CONSTRUCTION DETAILS
C15	BORING LOGS
C16	BORING LOGS
C17	BORING LOGS
L1	LANDSCAPE PLAN

*THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

PREPARED BY:
SE3
 13747 MONTFORT DR
 SUITE 275
 DALLAS, TX 75240
 214-678-9968

PREPARED FOR:
REESE REAL ESTATE DEVELOPMENT PARTNERS

1076 SUMMIT DRIVE
 MIDDLETOWN, OHIO 45042
 (513) 849-8015

PRELIMINARY - FOR REVIEW ONLY
 THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:
 MATT GAUNTT 61596 8/16/23
 TYPE OR PRINT NAME FE# DATE

PROJECT NOTES:

BENCHMARKS:

BENCHMARK 1:
 HYDRANT - TNH
 ELEVATION: 924.27'
 N: 186414.14
 E: 483352.17
 BENCHMARK 2:
 HYDRANT - TNH
 ELEVATION: 928.53'
 N: 186892.21
 E: 483286.41
 BENCHMARK 3:
 HYDRANT - TNH
 ELEVATION: 929.07'
 N: 185704.53
 E: 783567.81
 BENCHMARK 4:
 HYDRANT - TNH
 ELEVATION: 927.66'
 N: 186124.24
 E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC

DUNDAS, MN

TITLE SHEET

PROJECT NUMBER: 03-217-003

DATE: 8/16/23	SCALE: NTS
DRAFTED BY: BML	SHEET No. C1
DESIGNED BY: BML	OF 18 SHEETS
CHECKED BY: MAG	

ARCHITECT:

OXFORD ARCHITECTURE

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CIVIL ENGINEER:

SE3, LLC

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GENERAL CONSTRUCTION NOTES

- ALL SITE WORK SHALL BE PERFORMED UTILIZING MATERIAL AND METHODS IN STRICT ACCORDANCE WITH APPLICABLE SECTIONS OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION - LATEST EDITION, LOCAL REQUIREMENTS, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. WHERE THERE IS A CONFLICT, THE MORE RESTRICTIVE SPECIFICATIONS SHALL GOVERN. THE CONTRACTOR SHALL COMPLY AT ALL TIMES WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, PROVISIONS AND POLICIES GOVERNING SAFETY AND HEALTH, INCLUDING THE FEDERAL CONSTRUCTION SAFETY ACT (PUBLIC LAW 91-54), FEDERAL REGISTER, CHAPTER XVII, PART 1926 OF TITLE 29 REGULATIONS, OCCUPATIONAL SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION AND SUBSEQUENT PUBLICATIONS UPDATING THESE REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING THE AREAS AND CONDITIONS UNDER WHICH THE PROJECT IS TO BE CONSTRUCTED PRIOR TO SUBMISSION OF A BID. SUBMISSION OF A BID SHALL MEAN THE CONTRACTOR HAS REVIEWED THE SITE AND IS FAMILIAR WITH CONDITIONS AND CONSTRAINTS OF THE SITE.
- CUT SHEETS FOR ALL UNDERGROUND UTILITIES SHALL BE SUBMITTED TOGETHER IN ONE SUBMITTAL PRIOR TO ORDERING ANY UNDERGROUND MATERIALS OR APPURTENANCES.
- ALL PRESUMED ERRORS OR DEFICIENCIES IN THE ENGINEERING DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AS A PART OF THE OVERALL BID SUBMITTAL.
- ALL PROPOSED SUBSTITUTIONS AND DEVIATIONS FROM THIS PLAN SET AND SPECIFICATIONS HAVE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AS A PART OF THE BID SUBMITTAL.
- ANY DAMAGE TO EXISTING MANHOLES, STRUCTURES, UTILITIES, FENCES, TILES, TRENCHES, PAVEMENTS, AND NOT CALLED OUT SPECIFICALLY IN THE PLANS SHALL BE REPAIRED OR REPLACED WITH EQUALS WITHOUT COST TO THE OWNER.
- ALL PHASES OF THE PROPOSED IMPROVEMENTS ARE SUBJECT TO TESTING BY THE OWNER AND MUNICIPALITY. THE COST OF TESTS REQUIRED BY THESE AGENCIES OR PARTIES SHALL BE BORNE SOLELY BY THE CONTRACTOR AND THIS COST SHALL BE INCORPORATED INTO HIS PROPOSAL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE FROM THE PARTIES AND AGENCIES INVOLVED WHAT TESTS ARE REQUIRED. THERE WILL BE NO EXTRAS AWARDED AS A RESULT OF THE CONTRACTOR CLAIMING IGNORANCE OF THE TESTING REQUIREMENTS FOR THIS PROJECT.
- THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS. THE CONSTRUCTION DETAILS, AS PRESENTED ON THESE PLANS MUST BE FOLLOWED BY THE CONTRACTOR. IMPROVEMENT REPRESENTATIONS AS SHOWN ON THESE PLANS ARE AS ACCURATE AS POSSIBLE FROM THE INFORMATION AVAILABLE. HOWEVER, SOME FIELD REVISIONS MAY BE REQUIRED TO ACCOMMODATE UNFORSEEN CIRCUMSTANCES. THE OWNER, MUNICIPALITY, AND ENGINEER SHALL BE ADVISED OF ANY NECESSARY REVISIONS WITH SUFFICIENT LEAD TIME ALLOWED TO PROPERLY CONSIDER AND ACT UPON SAID REQUESTS.
- ALL RESTORATION OF EXISTING ROADWAYS, RIGHT-OF-WAYS OR PRIVATE PROPERTY ARE CONSIDERED INCIDENTAL TO THIS PROJECT WHERE NOT SPECIFICALLY CALLED OUT ON THE PLANS AND SHOULD BE INCLUDED IN THE COST OF THE PAVEMENT OR UNDERGROUND IMPROVEMENTS.
- DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL ENSURE POSITIVE SITE DRAINAGE AT THE CONCLUSION OF EACH DAY. SITE DRAINAGE MAY BE ACHIEVED BY DITCHING, PUMPING, OR ANY OTHER METHOD ACCEPTABLE TO THE OWNER. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUIRED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.
- WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC., SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.
- TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE APPLICABLE ARTICLES OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION. NO MODIFICATIONS OF THESE REQUIREMENTS SHALL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER. THE COST OF TRAFFIC CONTROL AND PROTECTION IS LIMITED TO THE CONTRACT AMOUNT.
- AS PART OF THE BIDDING PROCEDURE, THE CONTRACTOR SHALL VERIFY THAT THE QUANTITIES FOR PAY ITEMS AS PRESENTED IN THESE PLAN DOCUMENTS ARE SUBSTANTIALLY CORRECT. IF DISCREPANCIES ARE DETECTED, THE CONTRACTOR SHALL NOTIFY THE OWNER, IN WRITING, OF THE DISCREPANCY PRIOR TO THE BID DATE.

GRADING NOTES

- BEFORE EXCAVATION, ALL UNDERGROUND UTILITIES, INCLUDING PIPELINES, SHALL BE LOCATED IN THE FIELD BY THE PROPER AUTHORITIES. THE LOCATION OF ALL UTILITIES AND UNDERGROUND STRUCTURES SHOWN ARE APPROXIMATE AND THOSE SHOWN ARE NOT NECESSARILY ALL OF THE EXISTING UTILITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION, AND SIZE OF ALL UTILITIES AND UNDERGROUND STRUCTURES AND REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, ACCURACY, SUFFICIENCY OR EXACTNESS OF THESE UTILITY REPRESENTATIONS.
- ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING, TREES, ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED & DISPOSED OF OFF SITE.
- SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES ARE IN PLACE.
- ALL EARTHWORK OPERATIONS SHALL BE IN STRICT CONFORMANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.
- A MINIMUM OF 6 INCHES OF TOPSOIL IS TO BE PLACED IN ALL DISTURBED AREAS WHICH WILL REMAIN UNPAVED. REMOVE ALL ORGANICS. ANY AREAS DAMAGED OR DESTROYED DURING THE PROJECT AS A DIRECT OR INDIRECT RESULT OF CONTRACTOR OPERATIONS SHALL BE RESTORED TO THAT CONDITION OR BETTER WHICH EXISTED PRIOR TO THE START OF CONSTRUCTION. THE COST OF SAID RESTORATION OR REPAIR SHALL BE BORNE TOTALLY BY THE CONTRACTOR, WITH NO EXTRA COMPENSATION BEING AWARDED UNDER THIS CONTRACT.
- THE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCES, VESTIBULES, STAIRS, RETAINING WALLS, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING ENTRANCE LOCATIONS.
- SLOPES SHALL BE 3:1 (HORIZONTAL:VERTICAL) MAXIMUM UNLESS NOTED OTHERWISE.
- PAVEMENT SLOPES ACROSS HANDICAP PARKING STALLS AND ADJOINING ACCESS AISLES SHALL BE A MAXIMUM OF 2% IN ALL DIRECTIONS, INCLUDING DIAGONALLY, OR IN ACCORDANCE WITH THE LATEST ADA STANDARDS.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES THROUGH THE GRADING PROCESS TO AVOID LARGE POOLS OF STANDING WATER AND TO KEEP SITE WORK FUNCTIONING. THIS MAY INVOLVE THE INSTALLATION OF STORM PIPES AND THE POND OUTLET IF NECESSARY.
- ALL SURPLUS EXCAVATED MATERIAL FROM THE EARTHWORK, UTILITY TRENCHES, FOUNDATION EXCAVATION, ETC., IS TO BE SPREAD OVER THE SITE IN LOCATIONS AS DIRECTED BY THE OWNER AND COMPACTED; OR HAULED OFF-SITE AS DIRECTED BY THE OWNER TO A MUTUALLY AGREED UPON LOCATION. THE COST OF MATERIAL, TRANSPORTATION AND CONSTRUCTION OPERATIONS INVOLVED IN PERFORMING THIS ITEM SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND SHALL BE INCLUDED IN THE BID FOR THE UTILITY OR EARTHWORK.
- EARTHWORK QUANTITIES AND ASSUMPTIONS ARE SHOWN IN THESE PLANS FOR COMPARISON PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING HIS OWN EARTHWORK COMPUTATIONS AND ANALYSES.
- CONTRACTOR TO INSTALL THE TEMPORARY CONSTRUCTION ENTRANCE AS SHOWN ON THE EROSION & SEDIMENT CONTROL SHEET AND RELATED DETAILS. IT IS ANTICIPATED THAT THE MATERIAL USED FOR THE TEMPORARY CONSTRUCTION ENTRANCE WILL NEED TO BE REMOVED AND THE UNDERLYING SOIL WILL NEED TO BE RE-COMPACTED. FAILURE TO PROVIDE POSITIVE DRAINAGE DURING CONSTRUCTION MAY RESULT IN UNSUITABLE SOILS THAT WILL NEED TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

UTILITY NOTES

- GRANULAR TRENCH BACKFILL MATERIAL (ASTM D448 NO. 67 OR AS APPROVED BY THE ENGINEER) SHALL BE PLACED AND COMPACTED IN LIFTS IN ALL UTILITY AND SERVICE TRENCHES, (INCLUDING UNDERGROUND DETENTION FACILITIES WHEN PROPOSED), UNDER OR WITHIN (2) FEET OF PAVED SURFACES. THE BACKFILL SHALL EXTEND TO THE SUBGRADE OF THE PAVEMENT. UTILITY TRENCHES NOT UNDER OR WITHIN (2) FEET OF PAVED SURFACES SHALL BE BACKFILLED WITH EXISTING MATERIALS AS APPROVED BY THE ENGINEER. SHOULD UNSUITABLE MATERIAL BE ENCOUNTERED, THE CONTRACTOR SHALL SUBSTITUTE APPROVED MATERIALS AT NO ADDITIONAL COST.
- IF PIPES ARE INSTALLED PRIOR TO MASS GRADING, RESULTING IN THE PLACEMENT OF SOIL ABOVE THE PREVIOUSLY CONSTRUCTED TRENCH, SAID SOIL MUST BE REMOVED AND REPLACED WITH GRANULAR TRENCH BACKFILL SUCH THAT THE GRANULAR TRENCH BACKFILL EXTENDS FROM THE PIPE BEDDING ALL THE WAY TO THE SUBGRADE.
- THERMOPLASTIC PIPE FOR SANITARY AND STORM SEWERS SHALL BE INSTALLED AND TESTED PER ALL SECTIONS OF ASTM D-2321. PVC WATERMAIN SHALL BE INSTALLED AND TESTED PER ALL SECTIONS OF AWWA C605.
- SANITARY SEWER SHALL BE PVC SDR-26 PIPE CONFORMING TO ASTM D-3034 WITH ELASTOMERIC JOINTS PER ASTM D-3212. THE SEALING GASKET MUST CONFORM TO THE REQUIREMENTS OF ASTM F-477.
- WATER MAINS SHALL BE PVC DR-14 PIPE CONFORMING TO AWWA C900, WITH JOINTS CONFORMING TO ASTM D-3139, AND THE JOINT GASKET SHALL CONFORM TO ASTM F-477. THE PIPE SHALL HAVE A MINIMUM COVER OF 5.5'.
- STORM SEWER SHALL BE HDPE EXCEPT WHERE NOTED OTHERWISE. HDPE PIPE SHALL CONFORM TO ASTM D-3350. JOINTS SHALL MEET THE REQUIREMENTS OF ASTM D-3212 AND THE SEALING GASKET SHALL MEET THE REQUIREMENTS OF ASTM F-477.
- RCP STORM SEWER SHALL CONFORM TO ASTM C 76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. THE REQUIRED CLASS OF PIPE SHALL BE AS INDICATED ON THE PLANS, OR CLASS IV IF NOT INDICATED.
- THE PVC STORM SEWER ADJACENT TO THE BUILDING FOR DOWNSPOUT COLLECTION AND PVC STORM SEWER CALLED OUT AS "WATERMAIN QUALITY" SHALL BE DR-25 AND CONFORM TO AWWA C900, WITH JOINTS CONFORMING TO ASTM D-3139, AND THE JOINT GASKET SHALL CONFORM TO ASTM F-477. OTHER PVC STORM SEWER (4-15") SHALL BE SDR-35 PIPE CONFORMING TO ASTM D-3034 WITH ELASTOMERIC JOINTS PER ASTM D-3212. THE SEALING GASKET MUST CONFORM TO THE REQUIREMENTS OF ASTM F-477. PVC STORM SEWER 18" DIAMETER AND ABOVE SHALL MEET THE REQUIREMENTS OF ASTM F-679 WITH JOINTS PER ASTM D-3212.
- CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL PRIVATE UTILITIES, UTILITY FRANCHISE, TAP AND INSTALLATION. FEES REQUESTED FROM UTILITY PROVIDERS SHALL BE PAID FOR BY THE OWNER. CONTRACTOR TO FACILITATE PAYMENT AND PROGRESS.
- 6" FIRE PROTECTION LINE IS ASSUMED FOR BIDDING PURPOSES. SITE CONTRACTOR TO COORDINATE WITH FIRE SPRINKLER DESIGNER PRIOR TO INSTALLATION.
- ALL WATER FITTINGS (INCLUDING BENDS OR ELBOWS 1 1/4" AND GREATER), VALVES AND FIRE HYDRANTS SHALL INCLUDE RESTRAINED JOINTS OR CONCRETE THRUST BLOCKS.
- WHENEVER POSSIBLE, A WATER MAIN SHOULD BE LAID AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN OR SEWER LINE.
- SHOULD LOCAL CONDITIONS PREVAIL WHICH WOULD PREVENT A LATERAL SEPARATION OF TEN FEET, A WATER MAIN MAY BE LAID CLOSER THAN TEN FEET TO, OR IN THE SAME TRENCH AS, A STORM OR SANITARY SEWER, PROVIDED THE MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER AND AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST EIGHTEEN INCHES ABOVE THE TOP OF THE SEWER. THIS DEVIATION MUST BE APPROVED IN WRITING BY THE CITY ENGINEER.
- WHENEVER WATER MAINS OR SERVICES MUST CROSS STORM DRAINS OR SANITARY SEWERS, THE WATER MAIN SHOULD BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS EIGHTEEN INCHES ABOVE THE TOP OF THE DRAIN OR SEWER. THIS VERTICAL SEPARATION SHOULD BE MAINTAINED FOR THE PORTION OF THE WATER MAIN LOCATED WITHIN TEN FEET, HORIZONTALLY, OF ANY SEWER OR DRAIN CROSSED. SAID TEN FEET TO BE MEASURED AS THE NORMAL DISTANCE FROM THE WATER MAIN TO THE DRAIN OR SEWER.
- WHERE CONDITIONS EXIST THAT THE MINIMUM VERTICAL SEPARATION DESCRIBED ABOVE CANNOT BE MAINTAINED, OR IT IS NECESSARY FOR THE WATER MAIN TO PASS UNDER A SEWER OR DRAIN, THE SEWER MAIN SHOULD BE OF WATER MAIN QUALITY MATERIAL (DUCTILE IRON OR PVC PIPE CONFORMING TO AWWA C900 WITH JOINTS CONFORMING TO ASTM D-3139).
- ANY EXISTING UTILITY STRUCTURES REQUIRING ADJUSTMENT ARE TO BE ADJUSTED (UP TO 8" TOTAL ADJUSTMENT) OR RECONSTRUCTED BY THE CONTRACTOR. ADJUSTMENTS OR RECONSTRUCTIONS NOT CALLED FOR ON THE PLANS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- ALL EXISTING FIELD DRAINAGE TILES ENCOUNTERED OR DAMAGED DURING CONSTRUCTION ARE TO BE RESTORED TO THEIR ORIGINAL CONDITION, PROPERLY REROUTED AND/OR CONNECTED TO THE STORM SEWER SYSTEM IN A MANNER DEEMED APPROPRIATE BY THE CITY ENGINEER.

CONCRETE PAVING NOTES

- MIXES SHALL BE DESIGNED TO PROVIDE CONCRETE IN COMPLIANCE WITH ASTM C94 WITH A 4,000 PSI (CLASS A) COMPRESSIVE STRENGTH AT 28 DAYS. MIX SHOULD BE DESIGNED WITH 4-6% AIR ENTRAINMENT.
- PORTLAND CEMENT SHALL BE A SINGLE BRAND CONFORMING TO ASTM C-150, TYPE 1, UNLESS OTHERWISE APPROVED.
- NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C-33. THE MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE THE FOLLOWING: PAVEMENT = 1"
- ADDITIVES FOR AIR ENTRAINMENT, WATER REDUCTION, AND SET CONTROL SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS, **AND APPROVED BY ENGINEER.**
- SLUMP SHALL NOT EXCEED 5" FOR PAVEMENTS PLACED BY METHODS OTHER THAN SLIPFORM EQUIPMENT OR 1-1/2" FOR CONCRETE PLACED WITH SLIPFORM EQUIPMENT.
- SPRAY WHITE PIGMENTED MEMBRANE-FORMING CURING COMPOUNDS MEETING ASTM C309, TYPE 2, CLASS A DIRECTLY AFTER FINISHING.
- STEEL REINFORCING BARS SHALL CONFORM TO ASTM A-615. NO. 3 AND LARGER BARS SHALL BE GRADE 60.
- MILD STEEL REINFORCEMENT SHALL BE PLACED AND SECURED IN ACCORDANCE WITH CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS".
- REINFORCING STEEL WILL NOT BE ACCEPTED WITHOUT APPROPRIATE CHAIRING. BRICK CHAIRS ARE NOT ACCEPTABLE. MANUFACTURED PLASTIC REBAR CHAIRING THAT ARE ADEQUATE IN STRENGTH AND NUMBER TO PREVENT DISPLACEMENT OF REINFORCING STEEL SHALL BE USED. CHAIR SUPPORTS SHALL BE PLACED PER MANUFACTURER'S RECOMMENDATION, BUT SHALL NOT IN ANY CASE EXCEED A MAXIMUM OF 4-FT EACH DIRECTION.
- ALL SLOPES WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS. ALL SLOPES ALONG ACCESSIBLE ROUTES SHALL NOT EXCEED 5.0% LONGITUDINALLY AND 2.0% IN CROSS-SLOPE.
- CONTRACTOR SHALL ENSURE COMPLIANCE WITH ALL TAS STANDARDS FOR ACCESSIBILITY. DISCREPANCIES BETWEEN THE PLANS AND TAS STANDARDS SHALL DEFER TO TAS REQUIREMENTS. NOTIFY ENGINEERING IN THE EVENT OF A DISCREPANCY.
- FAULTY CONCRETE PAVING WORKMANSHIP INCLUDING, BUT NOT LIMITED TO, BIRD BATHS, RAVELING, SPALLING, SCALING, EARLY AND/OR EXTREME CRACKING, ETC. SHALL BE REMOVED BY SAWCUTTING ENTIRE EFFECTED PANEL FROM NEAREST CONTRACTION AND/OR EXPANSION JOINTS. REPLACEMENT SHALL INCORPORATE APPROPRIATE DOWELING AND REINFORCEMENT PER PLAN DETAILS

PREPARED BY:



13747 MONTFORT DR
SUITE 275
DALLAS, TX 75240
214-678-9968

PREPARED FOR:

**REESE REAL ESTATE
DEVELOPMENT
PARTNERS**

1076 SUMMIT DRIVE
MIDDLETOWN, OHIO 45042
(513) 849-8015

PRELIMINARY - FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:

MATT GAUNTT	6/15/96	8/16/23
TYPE OR PRINT NAME	FE #	DATE

PROJECT NOTES:

BENCHMARKS:

BENCHMARK 1: HYDRANT - TMI ELEVATION: 924.27 N: 186414.14 E: 483352.17	BENCHMARK 2: HYDRANT - TMI ELEVATION: 928.93 N: 186892.21 E: 483286.41	BENCHMARK 3: HYDRANT - TMI ELEVATION: 929.07 N: 185704.53 E: 783567.81	BENCHMARK 4: HYDRANT - TMI ELEVATION: 927.66 N: 186124.24 E: 483927.22
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REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION
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REESE DEV - TSC

PROJECT ADDRESS
DUNDAS, MN

GENERAL NOTES

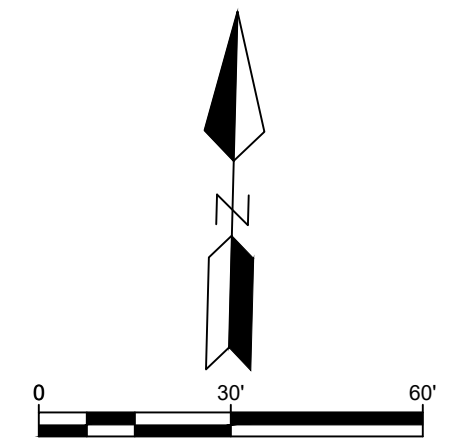
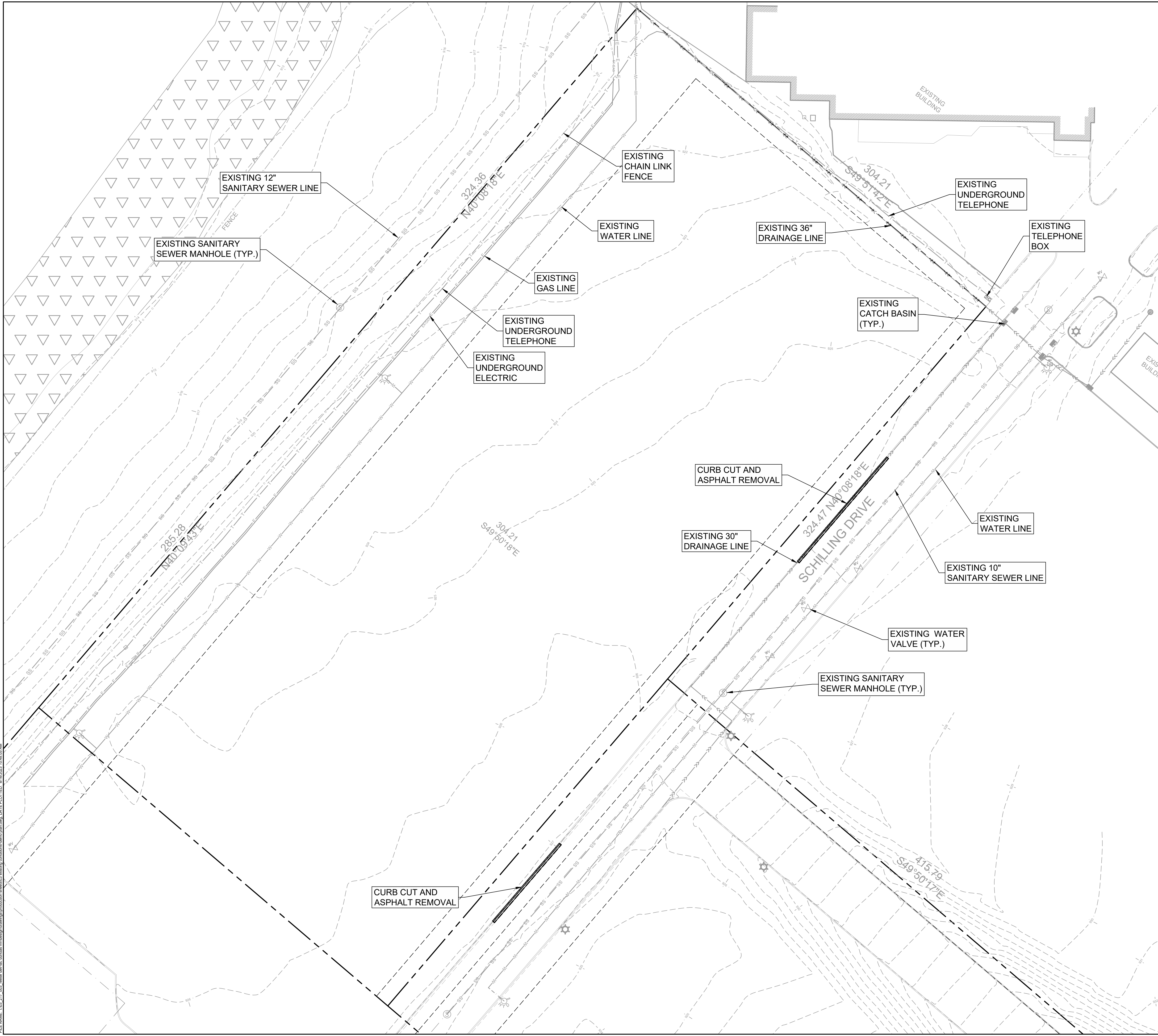
PROJECT NUMBER: 03-217-003

DATE: 8/16/23 SCALE: NTS

DRAFTED BY: BML SHEET No.

DESIGNED BY: BML **C2**

CHECKED BY: MAG OF 18 SHEETS



LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- PARKING / BUILDING SETBACK LINE
- SAW CUT LIMITS
- PAVEMENT REMOVAL

PREPARED BY:
SEA
 13747 MONTFORT DR
 SUITE 275
 DALLAS, TX 75240
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 MATT GAULTT 61596 8/16/23
 TYPE OR PRINT NAME FE# DATE

PROJECT NOTES:

BENCHMARKS:

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REESE DEV - TSC
 PROJECT ADDRESS
 DUNDAS, MN

**EXISTING
 CONDITIONS-DEMO
 PLAN**



Know what's below.
 Call before you dig.

GOPHER STATE ONE
 48 HOURS BEFORE YOU DIG
 CALL 811 OR 800-252-1166

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SCALE:	1"=30'
SHEET No.:	C3
	OF 18 SHEETS

FILE NAME: L:\03-217-003-ree-se-dev-tsc-und-demos-dem-plan.dwg, DATE PLOTTED: 8/16/2023 10:46:02 AM

03-217-003-REESE DEV-TSC

PROJECT NOTES:

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- PARKING / BUILDING SETBACK LINE
- PROPOSED LIGHT POLE & FIXTURE(S)
- PROPOSED SIGN
- LIGHT DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- PERMANENT SIDEWALK DISPLAY AREA
- SIDEWALK PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- LIGHT DUTY ASPHALT PAVEMENT

NOTE:
 PAVEMENT TO BE CONSTRUCTED TO THE APPLICABLE
 PAVEMENT SECTIONS IN THE CONSTRUCTION DETAILS

NOTES:

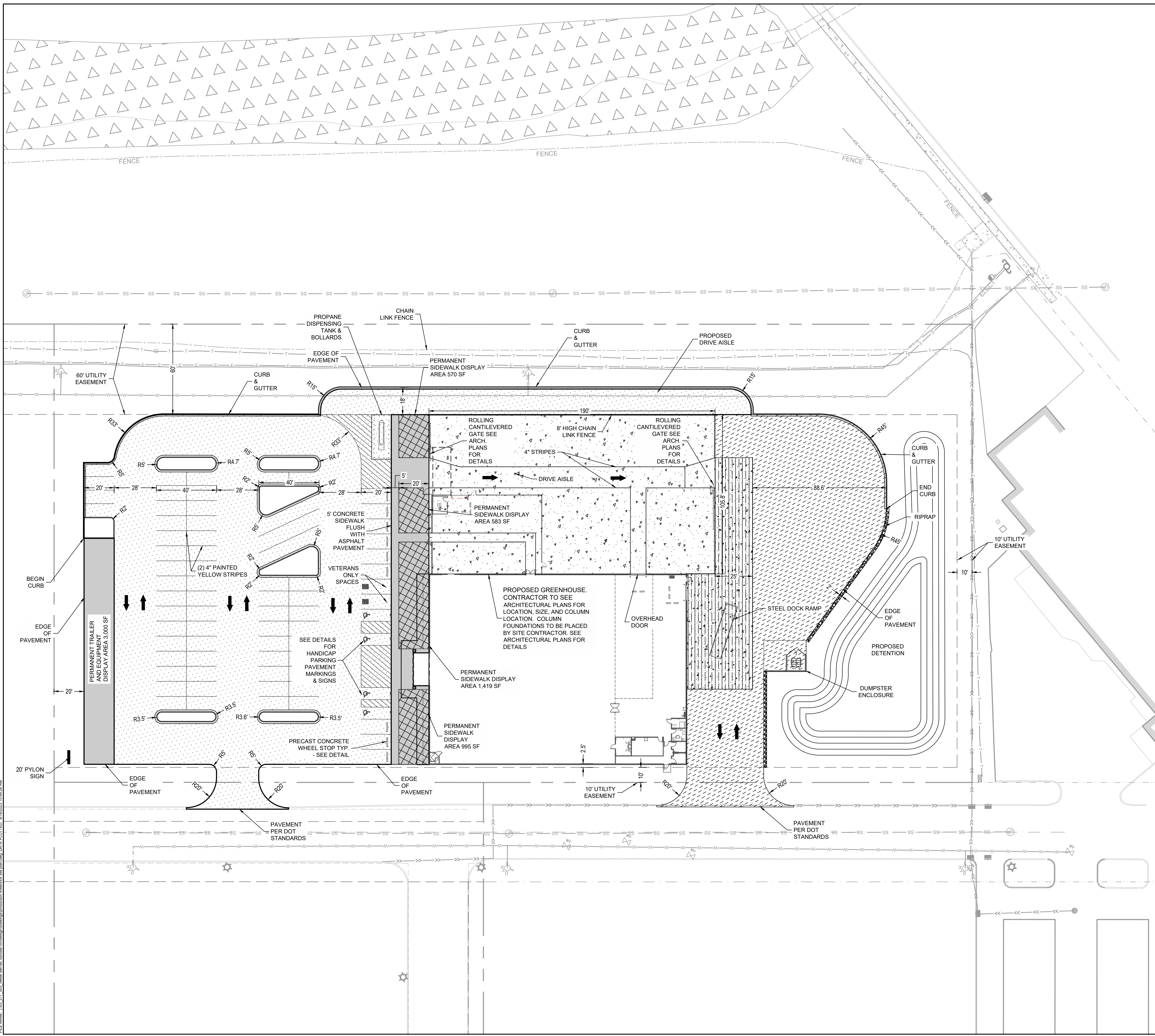
1. LIGHTING LOCATIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO ELECTRICAL PLANS TO CONFIRM LOCATIONS AND FOR PHOTOMETRIC VALUES.
2. STRIPING ON CONCRETE TO BE YELLOW AND STRIPING ON ASPHALT TO BE WHITE.
3. DIMENSIONS ARE SHOWN TO FACE OF CURB.
4. DETECTABLE WARNING SURFACES (TRUNCATED DOMES) SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES - EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT.

PARKING LOT PAINT SPECIFICATIONS - 15 MIL APPLICATION (0.015 INCH THICKNESS):

1. NEW PAVEMENT SURFACE TO CURE FOR A PERIOD OF NOT LESS THAN 14 DAYS BEFORE APPLICATION OF MARKING MATERIALS.
2. REMOVE ALL DIRT, GRAVEL, DEBRIS, VEGETATION, OR OTHER MISCELLANEOUS OBJECTS FROM THE SURFACE WITH A BROOM TRUCK OR EQUIVALENT RIGOROUS METHOD. PROVIDE A CLEAN, DUST-FREE AND COMPLETELY DRY SURFACE FOR PAINT APPLICATION. DO NOT APPLY PAINT OVER EXISTING TAPE MARKINGS.
3. CONFIRM & RECORD PROPER AIR AND SURFACE TEMPERATURES OF 55° AND RISING AND LESS THAN 95°. IF THE SURFACE TEMPERATURE IS NOT WITHIN THE TEMPERATURE RANGE OR IF THE PAINT APPLICATION IS DONE UNDER ADVERSE CONDITIONS (AS DETERMINED BY THE CONSTRUCTION PROJECT MANAGER) SUCH AS ABOVE 75% HUMIDITY, NIGHT STRIPING, ETC. IN ORDER TO MEET TSC OPENING SCHEDULE, CONTRACTOR TO RE-SCHEDULE AND COMPLETE SURFACE STRIPING UNDER PROPER CONDITIONS A MINIMUM OF 30 DAYS PRIOR TO THE EXPIRATION OF THE (1) ONE YEAR CONSTRUCTION WARRANTY.
4. PROVIDE A 15 MIL THICK 4" WIDE CONTINUOUS STRIPE WHERE AND IN THE COLOR INDICATED, MINIMUM OF (2) TWO COATS.
5. PROVIDE PRIMER AND SEALER TO BE APPLIED PER THE MANUFACTURER'S RECOMMENDATIONS ON ALL CONCRETE SURFACES AND ON ASPHALT SURFACES THAT ARE MORE THAN TWO YEARS OLD, OXIDIZED AND/OR HAVE AGGREGATE EXPOSED.
6. SEE ARCHITECTURAL PLANS FOR VETERAN AND ON-LINE ORDER PARKING SPACES.

PARKING SUMMARY

70	REGULAR SPACES
4	HANDICAPPED SPACES (Including 1 van accessible space)
74	TOTAL SPACES PROVIDED



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REESE DEV - TSC

PROJECT ADDRESS
 DUNDAS, MN

SITE PLAN

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
SCALE:	1"=30'
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SHEET No.	C4
OF 18 SHEETS	



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AND NOT INTENDED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES. THEY WERE
PREPARED BY OR UNDER SUPERVISION OF:

MATT GAUNT 6/15/20 8/16/23
TYPE OR PRINT NAME FE# DATE

PROJECT NOTES:

BENCHMARKS:

- BENCHMARK 1:
HYDRANT - TNH
ELEVATION: 924.27
N: 186414.14
E: 483352.17
- BENCHMARK 2:
HYDRANT - TNH
ELEVATION: 925.50
N: 185982.21
E: 483286.41
- BENCHMARK 3:
HYDRANT - TNH
ELEVATION: 925.07
N: 185704.53
E: 783567.81
- BENCHMARK 4:
HYDRANT - TNH
ELEVATION: 927.66
N: 186124.24
E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC

PROJECT ADDRESS
DUNDAS, MN

GRADING PLAN

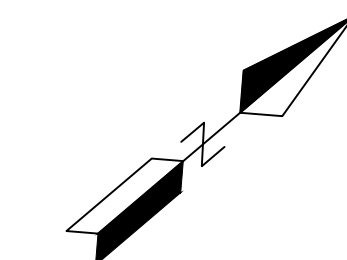
PROJECT NUMBER: 03-217-003

DATE: 8/16/23 SCALE: 1"=30'

DRAFTED BY: BML SHEET No. C5

DESIGNED BY: BML OF 18 SHEETS

CHECKED BY: MAG



LEGEND

BOUNDARY LINE - - - - -

PROPOSED CONTOURS - (800) - - - - -

EXISTING CONTOURS - - - - -

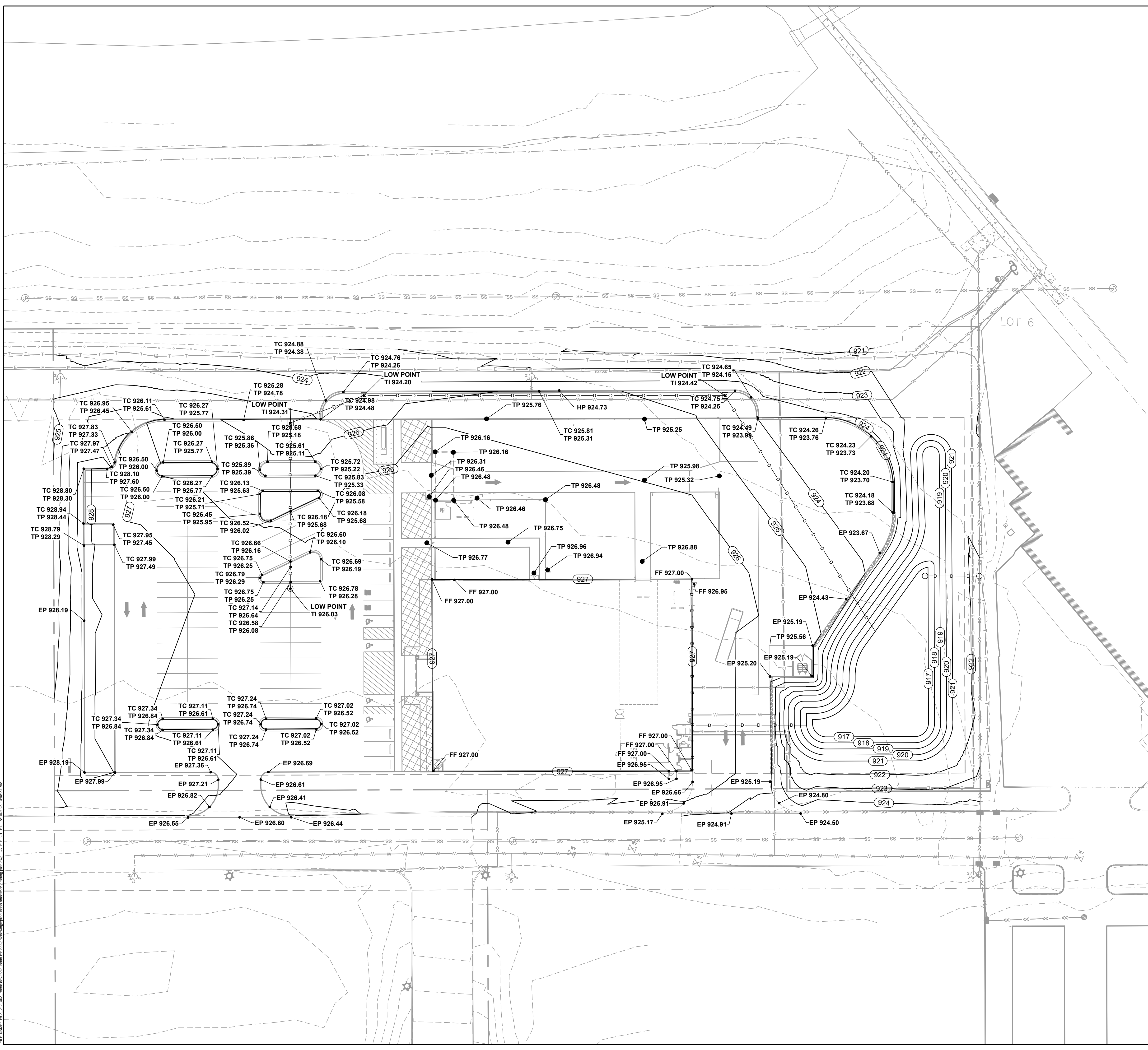
DRAINAGE FLOW / DITCH LINE - - - - -

ELEVATION SPOT SHOTS:

- TC = TOP OF CURB
- TP = TOP OF PAVEMENT
- EP = EDGE OF PAVEMENT
- FL = FLOW LINE
- TI = TOP OF INLET
- FF = FINISHED FLOOR
- HP = HIGH POINT
- LP = LOW POINT
- TW = TOP OF WALL
- BW = BOTTOM OF WALL
- FG = FINISHED GRADE

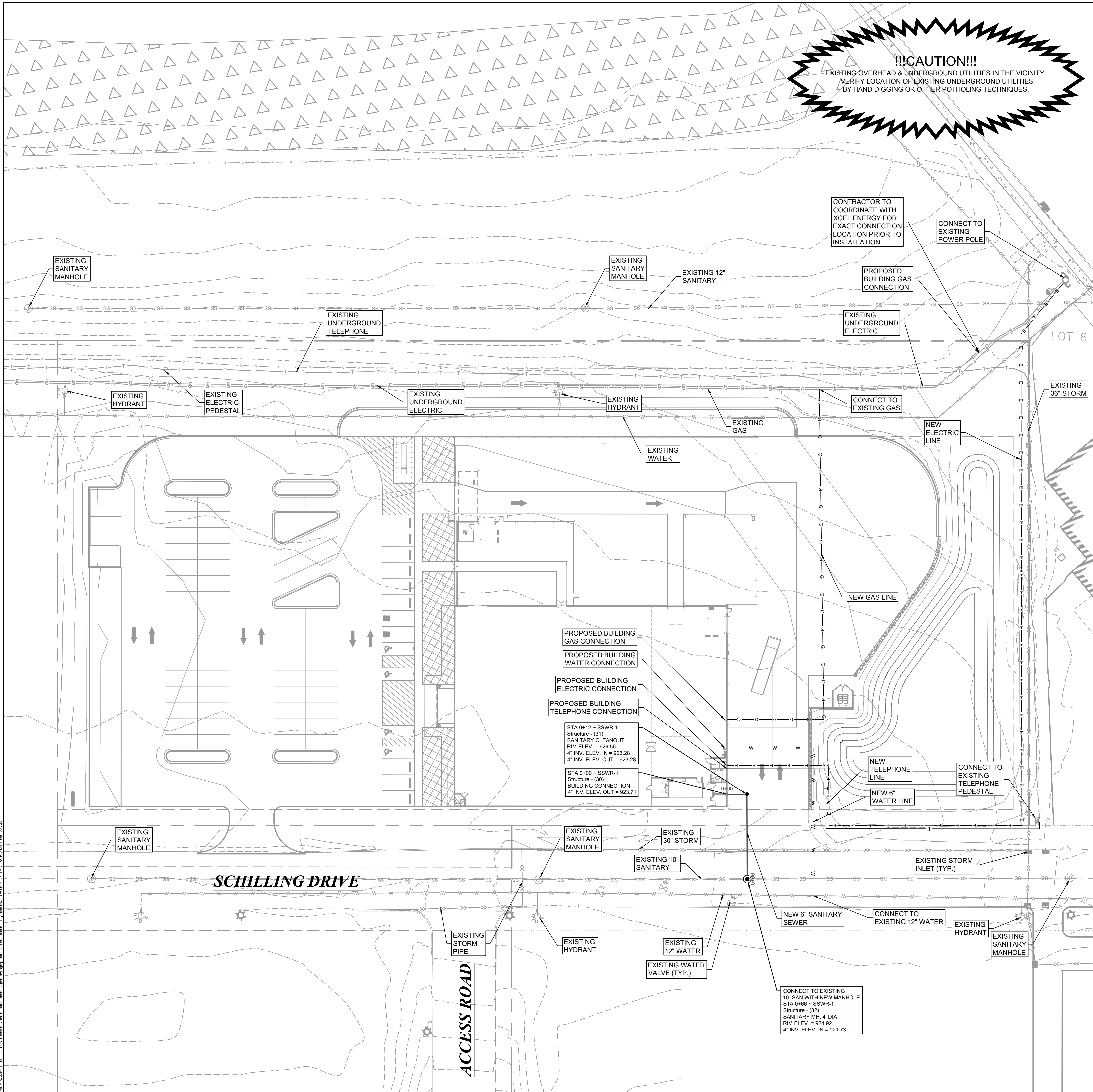
GRADING NOTES

- ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING, TREES, ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED & DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
- GENERAL CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE OR IN RIGHT-OF-WAY PRIOR TO EXCAVATION. CONTRACTOR SHALL CONTACT UTILITY LOCATING COMPANY AND LOCATE ALL UTILITIES PRIOR TO THE START OF GRADING.
- SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES ARE IN PLACE.
- ALL EARTHWORK OPERATIONS SHALL BE IN STRICT CONFORMANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.
- A MINIMUM OF 6 INCHES OF TOPSOIL IS TO BE PLACED IN ALL DISTURBED AREAS. THE PROPOSED ELEVATIONS ARE FINISHED GRADES. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISHED GRADE ELEVATIONS ARE ACHIEVED.
- THE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCES, VESTIBULES, STAIRS, RETAINING WALLS, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING ENTRANCE LOCATIONS.
- THE CONTRACTOR SHALL COMPLY AT ALL TIMES WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, PROVISIONS AND POLICIES GOVERNING SAFETY AND HEALTH, INCLUDING THE FEDERAL CONSTRUCTION SAFETY ACT (PUBLIC LAW 91-54), FEDERAL REGISTER, CHAPTER XVII, PART 1926 OF TITLE 29 REGULATIONS, OCCUPATIONAL SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION AND SUBSEQUENT PUBLICATIONS UPDATING THESE REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING THE AREAS AND CONDITIONS UNDER WHICH THE PROJECT IS TO BE CONSTRUCTED PRIOR TO SUBMISSION OF A BID. SUBMISSION OF A BID SHALL MEAN THE CONTRACTOR HAS REVIEWED THE SITE AND IS FAMILIAR WITH CONDITIONS AND CONSTRAINTS OF THE SITE.
- ALL SLOPES SHALL BE 3:1 (HORIZONTAL:VERTICAL) MAXIMUM UNLESS NOTED OTHERWISE.
- PAVEMENT SLOPES ACROSS HANDICAP PARKING STALLS AND ADJOINING ACCESS AISLES SHALL BE A MAXIMUM OF 2% IN ALL DIRECTIONS, OR IN ACCORDANCE WITH THE LATEST ADA STANDARDS.
- ALL AREAS NOT PAVED SHALL BE LANDSCAPED IN ACCORDANCE WITH THE LANDSCAPING NOTES ON ARCHITECTURAL PLAN SHEET AS-1, UNLESS NOTED OTHERWISE IN THE CONSTRUCTION DRAWINGS, SITE SPECIFICATIONS OR INSTRUCTED BY THE DEVELOPER.
- RESTORATION WITHIN THE STATE ROW SHALL BE IN ACCORDANCE WITH DOT STANDARD SPECIFICATIONS.
- THE DETENTION BASIN SHALL BE SEEDED WITH WETLAND SEED MIXES.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES THROUGH THE GRADING PROCESS TO AVOID LARGE POOLS OF STANDING WATER AND TO KEEP SITE WORK FUNCTIONING. THIS MAY INVOLVE THE INSTALLATION OF STORM PIPES AND THE POND OUTLET IF NECESSARY.

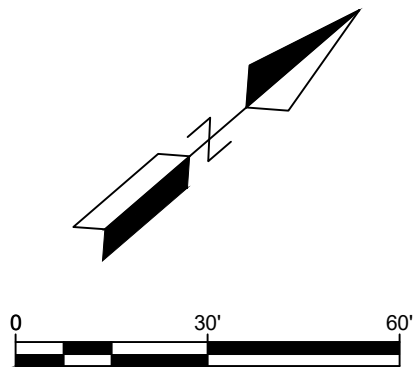


FILE NAME: I:\03_217_003_reese_dev\cadd\land\mxd\03217-003-01.dwg DATE PLOTTED: 8/16/2023 10:46:51 AM

03-217-003-REESE DEV TSC

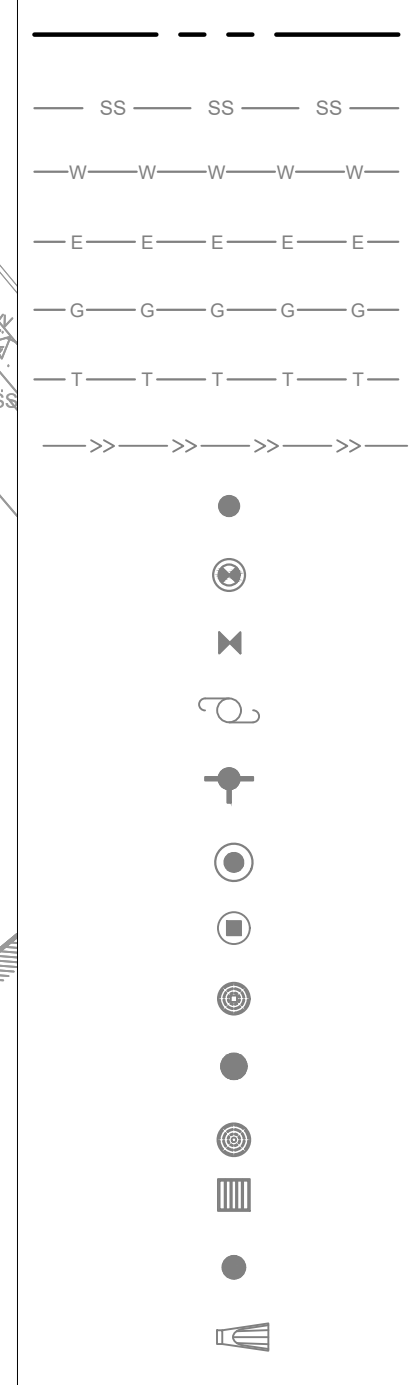


!!!CAUTION!!!
 EXISTING OVERHEAD & UNDERGROUND UTILITIES IN THE VICINITY.
 VERIFY LOCATION OF EXISTING UNDERGROUND UTILITIES
 BY HAND DIGGING OR OTHER POTHOLING TECHNIQUES.

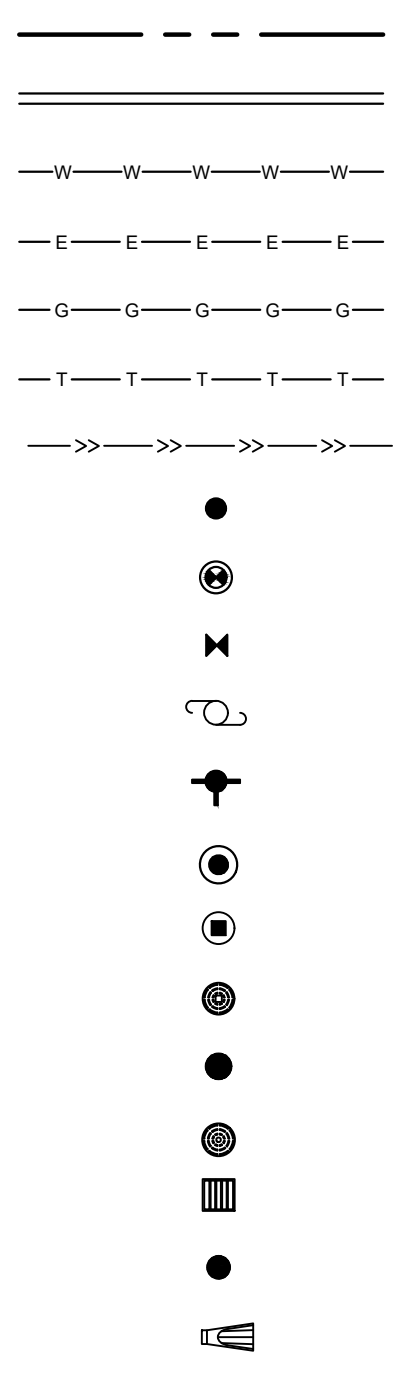


LEGEND

EXISTING



PROPOSED



****NOTES TO CONTRACTOR****
 CONTRACTOR TO EXAMINE ARCHITECTURAL AND MEP PLANS TO
 DETERMINE LOCATION AND ROUTING FOR ELECTRICAL SERVICE TO
 GATES AND THE PROPANE STATION.

UTILITY NOTES

- GRANULAR TRENCH BACKFILL MATERIAL (ASTM D448 NO. 67 OR AS APPROVED BY THE ENGINEER) SHALL BE PLACED AND COMPACTED IN LIFTS IN ALL UTILITY AND SERVICE TRENCHES. (INCLUDING UNDERGROUND DETENTION FACILITIES WHEN PROPOSED), UNDER OR WITHIN (2) FEET OF PAVED SURFACES. THE BACKFILL SHALL EXTEND TO THE SUBGRADE OF THE PAVEMENT. UTILITY TRENCHES NOT UNDER OR WITHIN (2) FEET OF PAVED SURFACES SHALL BE BACKFILLED WITH EXISTING MATERIALS AS APPROVED BY THE ENGINEER. SHOULD UNSUITABLE MATERIAL BE ENCOUNTERED, THE CONTRACTOR SHALL SUBSTITUTE APPROVED MATERIALS AT NO ADDITIONAL COST.
- IF PIPES ARE INSTALLED PRIOR TO MASS GRADING, RESULTING IN THE PLACEMENT OF SOIL ABOVE THE PREVIOUSLY CONSTRUCTED TRENCH, SAID SOIL MUST BE REMOVED AND REPLACED WITH GRANULAR TRENCH BACKFILL SUCH THAT THE GRANULAR TRENCH BACKFILL EXTENDS FROM THE PIPE BEDDING ALL THE WAY TO THE SUBGRADE.
- THERMOPLASTIC PIPE FOR SANITARY AND STORM SEWERS SHALL BE INSTALLED AND TESTED PER ALL SECTIONS OF ASTM D-2321. PVC WATERMAIN SHALL BE INSTALLED AND TESTED PER ALL SECTIONS OF AWWA C605.
- SANITARY SEWER SHALL BE PVC SDR-26 PIPE CONFORMING TO ASTM D-3034 WITH ELASTOMERIC JOINTS PER ASTM D-3212. THE SEALING GASKET MUST CONFORM TO THE REQUIREMENTS OF ASTM F-477.
- WATER MAINS SHALL BE PVC DR-14 PIPE CONFORMING TO AWWA C900, WITH JOINTS CONFORMING TO ASTM D-3139, AND THE JOINT GASKET SHALL CONFORM TO ASTM F-477. THE PIPE SHALL HAVE A MINIMUM COVER OF 5.5'.
- CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL PRIVATE UTILITIES, UTILITY FRANCHISE, TAP AND INSTALLATION. FEES REQUESTED FROM UTILITY PROVIDERS SHALL BE PAID FOR BY THE OWNER. CONTRACTOR TO FACILITATE PAYMENT AND PROGRESS.
- 6" FIRE PROTECTION LINE IS ASSUMED FOR BIDDING PURPOSES. SITE CONTRACTOR TO COORDINATE WITH FIRE SPRINKLER DESIGNER PRIOR TO INSTALLATION.
- ALL WATER FITTINGS (INCLUDING BENDS OR ELBOWS 11 1/4" AND GREATER), VALVES AND FIRE HYDRANTS SHALL INCLUDE RESTRAINED JOINTS OR CONCRETE THRUST BLOCKS.
- WHENEVER POSSIBLE, A WATER MAIN SHOULD BE LAID AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN OR SEWER LINE.
- SHOULD LOCAL CONDITIONS PREVAIL WHICH WOULD PREVENT A LATERAL SEPARATION OF TEN FEET, A WATER MAIN MAY BE LAID CLOSER THAN TEN FEET TO, OR IN THE SAME TRENCH AS, A STORM OR SANITARY SEWER, PROVIDED THE MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER AND AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST EIGHTEEN INCHES ABOVE THE TOP OF THE SEWER. THIS DEVIATION MUST BE APPROVED IN WRITING BY THE CITY ENGINEER.
- WHENEVER WATER MAINS OR SERVICES MUST CROSS STORM DRAINS OR SANITARY SEWERS, THE WATER MAIN SHOULD BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS EIGHTEEN INCHES ABOVE THE TOP OF THE DRAIN OR SEWER. THIS VERTICAL SEPARATION SHOULD BE MAINTAINED FOR THE PORTION OF THE WATER MAIN LOCATED WITHIN TEN FEET, HORIZONTALLY, OF ANY SEWER OR DRAIN CROSSED. SAID TEN FEET TO BE MEASURED AS THE NORMAL DISTANCE FROM THE WATER MAIN TO THE DRAIN OR SEWER.
- WHERE CONDITIONS EXIST THAT THE MINIMUM VERTICAL SEPARATION DESCRIBED ABOVE CANNOT BE MAINTAINED, OR IT IS NECESSARY FOR THE WATER MAIN TO PASS UNDER A SEWER OR DRAIN, THE SEWER MAIN SHOULD BE OF WATER MAIN QUALITY MATERIAL (DUCTILE IRON OR PVC PIPE CONFORMING TO AWWA C900 WITH JOINTS CONFORMING TO ASTM D-3139).
- ANY EXISTING UTILITY STRUCTURES REQUIRING ADJUSTMENT ARE TO BE ADJUSTED (UP TO 8" TOTAL ADJUSTMENT) OR RECONSTRUCTED BY THE CONTRACTOR. ADJUSTMENTS OR RECONSTRUCTIONS NOT CALLED FOR ON THE PLANS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

PREPARED BY:
SEA
 13747 MONTFORT DR
 SUITE 275
 DALLAS, TX 75240
 214-678-9968

PREPARED FOR:
REESE REAL ESTATE DEVELOPMENT PARTNERS

1076 SUMMIT DRIVE
 MIDDLETOWN, OHIO 45042
 (513) 849-8015

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 THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:
 MATT GAUNT 6/15/20 8/16/23
 TYPE OR PRINT NAME FE # DATE

PROJECT NOTES:



BENCHMARKS:
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 ELEVATION: 924.27
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 E: 483352.17
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 ELEVATION: 926.53
 N: 185704.53
 E: 483286.41
 BENCHMARK 3:
 HYDRANT - TNH
 ELEVATION: 929.07
 N: 185704.53
 E: 783567.81
 BENCHMARK 4:
 HYDRANT - TNH
 ELEVATION: 927.66
 N: 186124.24
 E: 483927.22

REVISIONS / ISSUANCES

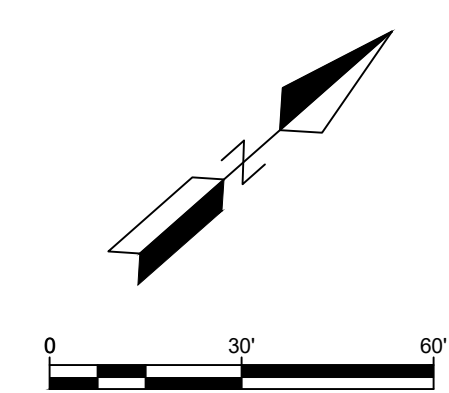
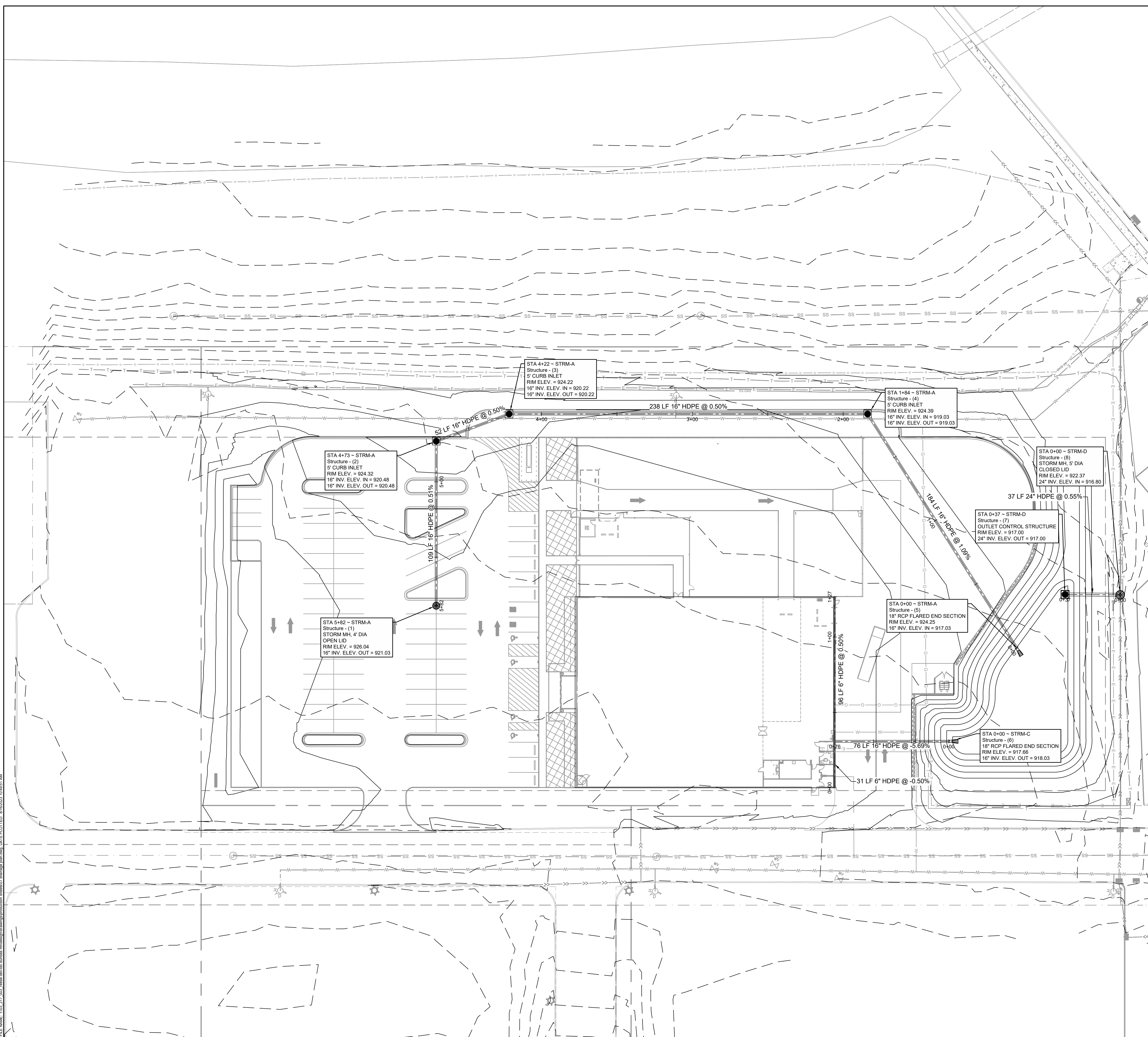
No.	DATE	BY	DESCRIPTION

REESE DEV - TSC
 PROJECT ADDRESS
 DUNDAS, MN

UTILITY PLAN

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SHEET No.	C6
OF 18 SHEETS	

FILE NAME: I:\03_217_003_reese_dev_tsc\utility\utility\production\sheet\utility\plan.dwg DATE PLOTTED: 8/16/2023 10:46:22 AM



LEGEND

- STORM SEWER LINE / DRAINAGE LINE (DOUBLE LINE)
- STORM MANHOLE, CLOSED LID
- STORM MANHOLE, OPEN LID
- STORM CATCH BASIN, CLOSED LID
- STORM CATCH BASIN, OPEN LID
- STORM GRATE INLET/ CATCH BASIN STRUCTURE
- STORM CLEANOUT
- RCP SFES (SAFETY FLARED END SECTION) W / GRATE
- CURB INLET

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 MATT GAUNT 61596 8/16/23
 TYPE OR PRINT NAME FE # DATE

PROJECT NOTES:

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HYDRANT - TNH
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HYDRANT - TNH
ELEVATION: 929.07
N: 185704.53
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- BENCHMARK 4:
HYDRANT - TNH
ELEVATION: 927.66
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E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC
 PROJECT ADDRESS
 DUNDAS, MN

DRAINAGE PLAN

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SCALE:	1"=30'
SHEET No.	C7
OF 18 SHEETS	

FILE NAME: I:\03_217_003_reese_dev\c7.dwg DATE PLOTTED: 8/16/2023 10:05:11 AM

03-217-003-REESE DEV TSC

PREPARED BY:



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PREPARED FOR:
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MATT GAUNT 61596 8/16/23
TYPE OR PRINT NAME FE # DATE

PROJECT NOTES:

BENCHMARKS:

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BENCHMARK 2:
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E: 483286.41
BENCHMARK 3:
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ELEVATION: 929.07
N: 185704.53
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BENCHMARK 4:
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ELEVATION: 927.66
N: 186124.24
E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION
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REESE DEV - TSC

PROJECT ADDRESS
DUNDAS, MN

JOINTING PLAN

PROJECT NUMBER: 03-217-003

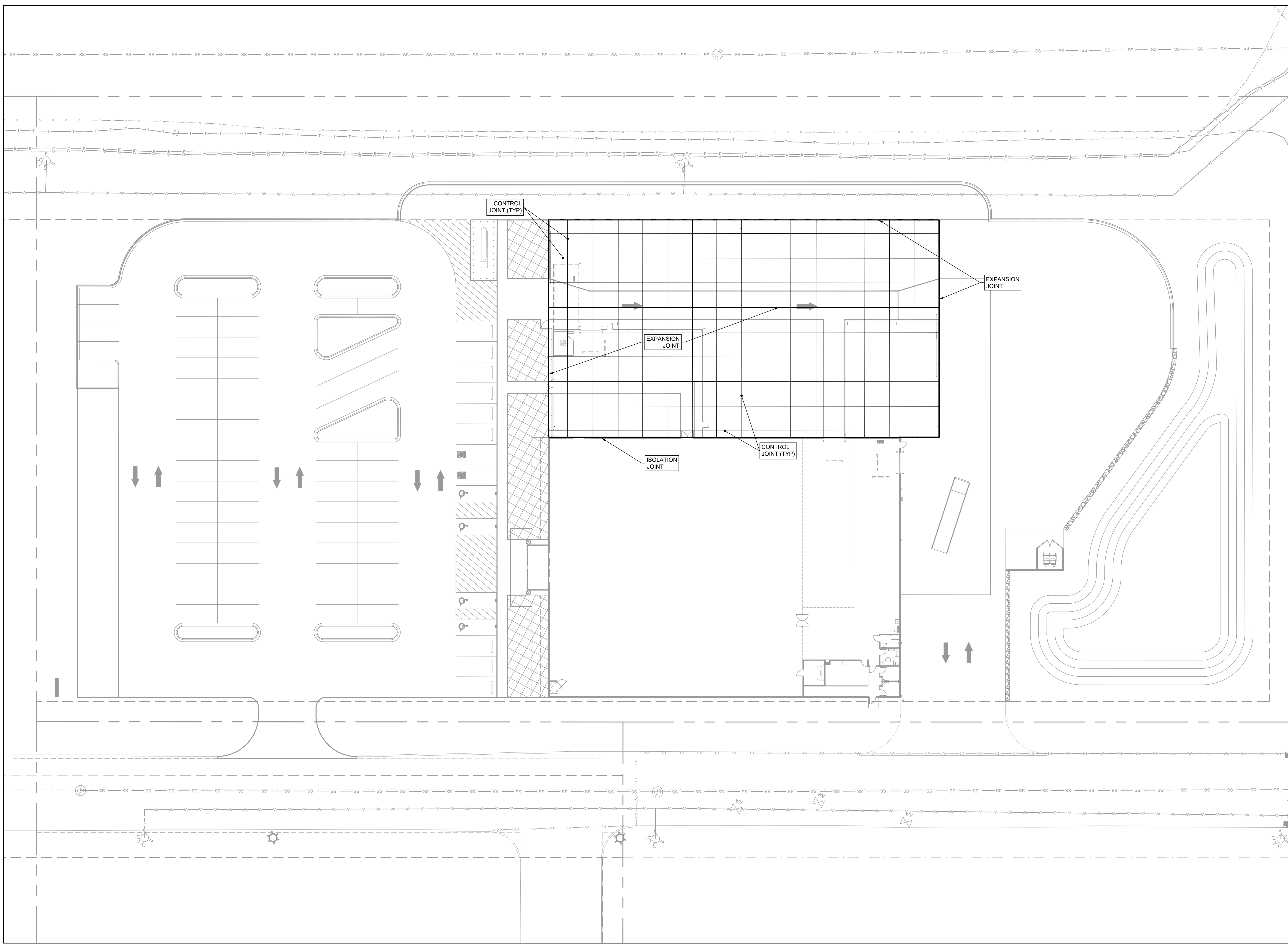
DATE: 8/16/23 SCALE: 1" = 20'

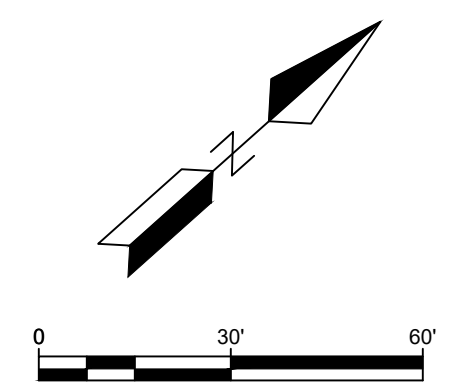
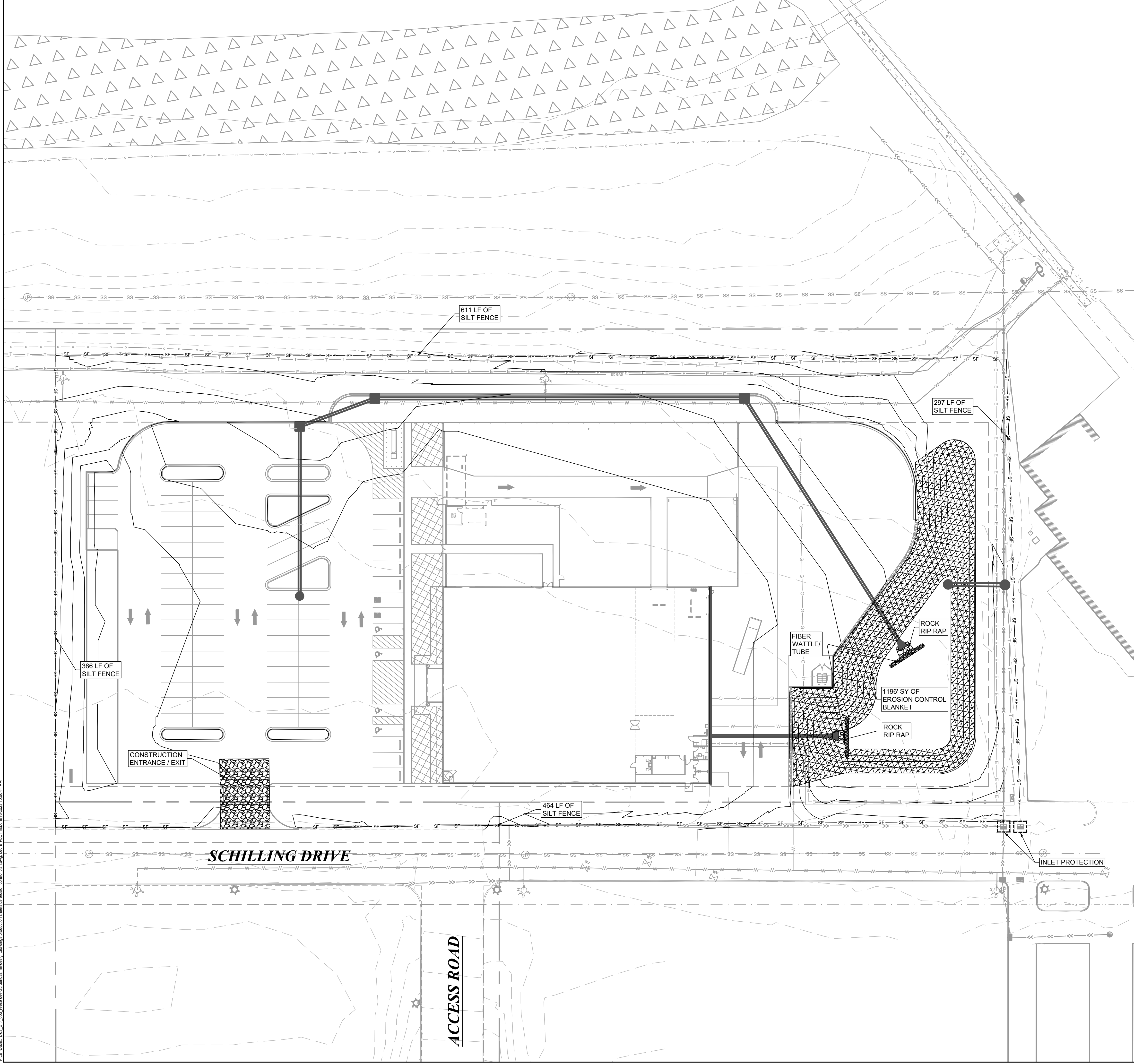
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DESIGNED BY: BML **C8**

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03-217-003 - REESE DEV - TSC





LEGEND

- SILT FENCE — SF — SF — SF — SF —
- CONSTRUCTION ENTRANCE/EXIT [Pattern]
- EROSION CONTROL BLANKET [Pattern]
- FILTER BAG INLET PROTECTION [Pattern]
- FIBER WATTLE/TUBE [Pattern]
- ROCK RIP-RAP PROTECTION [Pattern]

NOTE:

- EROSION CONTROL BLANKET IS TO BE S75BN AS MANUFACTURED BY NORTH AMERICAN GREEN OR EQUIVALENT, EXCEPT WHERE NOTED OTHERWISE.
- INSTALL "FILTER BAG INLET PROTECTION" IN ALL OPEN LID DRAINAGE STRUCTURES. SEE DETAIL - NEXT SHEET.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO INDICATE ON THE PLANS THE LOCATION OF THE CONCRETE WASHOUT UPON INSTALLATION. SEE DETAIL - NEXT SHEET.

GENERAL EROSION & SEDIMENT CONTROL NOTES

- THE CONTRACTOR SHALL INSTALL SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO ANY SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE AND MAINTAIN THEM UNTIL PERMANENT STABILIZATION IS ESTABLISHED.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED AS DEEMED NECESSARY BY THE OWNER OR THE CITY IN THE EVENT OF ANY UNFORESEEN PROBLEMS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL LANDSCAPE OR VEGETATE DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 14 DAYS, AND NOT SUBJECT TO CONSTRUCTION TRAFFIC. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, STRAW MULCH SHALL BE APPLIED AT A RATE OF THREE (3) TONS PER ACRE OVERTOP EXPOSED AREAS.
- THE CONTRACTOR SHALL CONTROL DUST WITH WATER OR OTHER METHODS APPROVED BY THE OWNER AND THE CITY.
- THE CONTRACTOR SHALL INSTALL SILT FENCE ALONG THE PERIMETER OF ALL SOIL STOCKPILES.
- THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC STREETS. SEDIMENT TRACKED ON THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY.
- SILT FENCE SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
- RIPRAP OUTLET PROTECTION SHALL BE INSPECTED AFTER HIGH FLOWS AND SHALL BE REPAIRED AS NEEDED.
- FILTER FABRIC IS TO BE INSTALLED UNDER ALL RIPRAP.
- ALL CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EACH WEEK AND FOLLOWING ANY STORM EVENT OF 0.5 INCHES OR GREATER.
- DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM.

SCHEDULE FOR EROSION & SEDIMENT CONTROL MEASURES

- INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE AT THE LOCATION SHOWN ON THE PLAN OR AS DECIDED AT THE PRE-CONSTRUCTION MEETING.
- INSTALL SILT FENCE AT THE LOCATIONS SHOWN ON THE PLAN. THE SILT FENCE SHALL REMAIN IN PLACE UNTIL THE SITE IS STABILIZED WITH A UNIFORM 70% PERENNIAL VEGETATIVE COVER.
- BEGIN EARTHWORK AND GRADING OPERATIONS IF NECESSARY. STOCKPILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 14 DAYS WILL BE STABILIZED WITH TEMPORARY SEED AND MULCH NO LATER THAN 7 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA FOR DISTURBED AREAS AND NO LATER THAN 3 DAYS FOR TEMPORARY STOCKPILES.
- INSTALL UNDERGROUND UTILITIES. INSTALL INLET AND OUTLET PROTECTION AROUND ALL STORM SEWER STRUCTURES AS SHOWN ON THE PLAN. INLET PROTECTION SHALL REMAIN IN PLACE UNTIL THE SITE IS STABILIZED WITH PAVING AND A UNIFORM 70% PERENNIAL VEGETATIVE COVER ON ALL AREAS TRIBUTARY TO THE INLETS.
- PAVE PARKING AREA AND ACCESS DRIVES.
- COMPLETE FINAL GRADING AND INSTALL REMAINING PERMANENT SEEDING, PLANTING, & EROSION CONTROL BLANKET.
- ONCE THE SITE IS STABILIZED WITH PAVING AND A UNIFORM 70% PERENNIAL VEGETATIVE COVER IS ACHIEVED ON ALL DISTURBED AREAS, FLUSH ALL STORM SEWERS AND REMOVE REMAINING EROSION CONTROL DEVICES. CLEAN OUT SEDIMENT FROM PIPE OUTLET AREAS IF NECESSARY.
- FILE AN NPDES NOTICE OF TERMINATION (NOT).

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 MATT GAUNTT 61596 8/16/23
 TYPE OR PRINT NAME FE# DATE

PROJECT NOTES:

BENCHMARKS:

- BENCHMARK 1:
HYDRANT - TNH
ELEVATION: 924.27
N: 186414.14
E: 483352.17
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E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC
 PROJECT ADDRESS
 DUNDAS, MN

EROSION CONTROL PLAN

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
SCALE:	1"=30'
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SHEET No.	C9
OF 18 SHEETS	

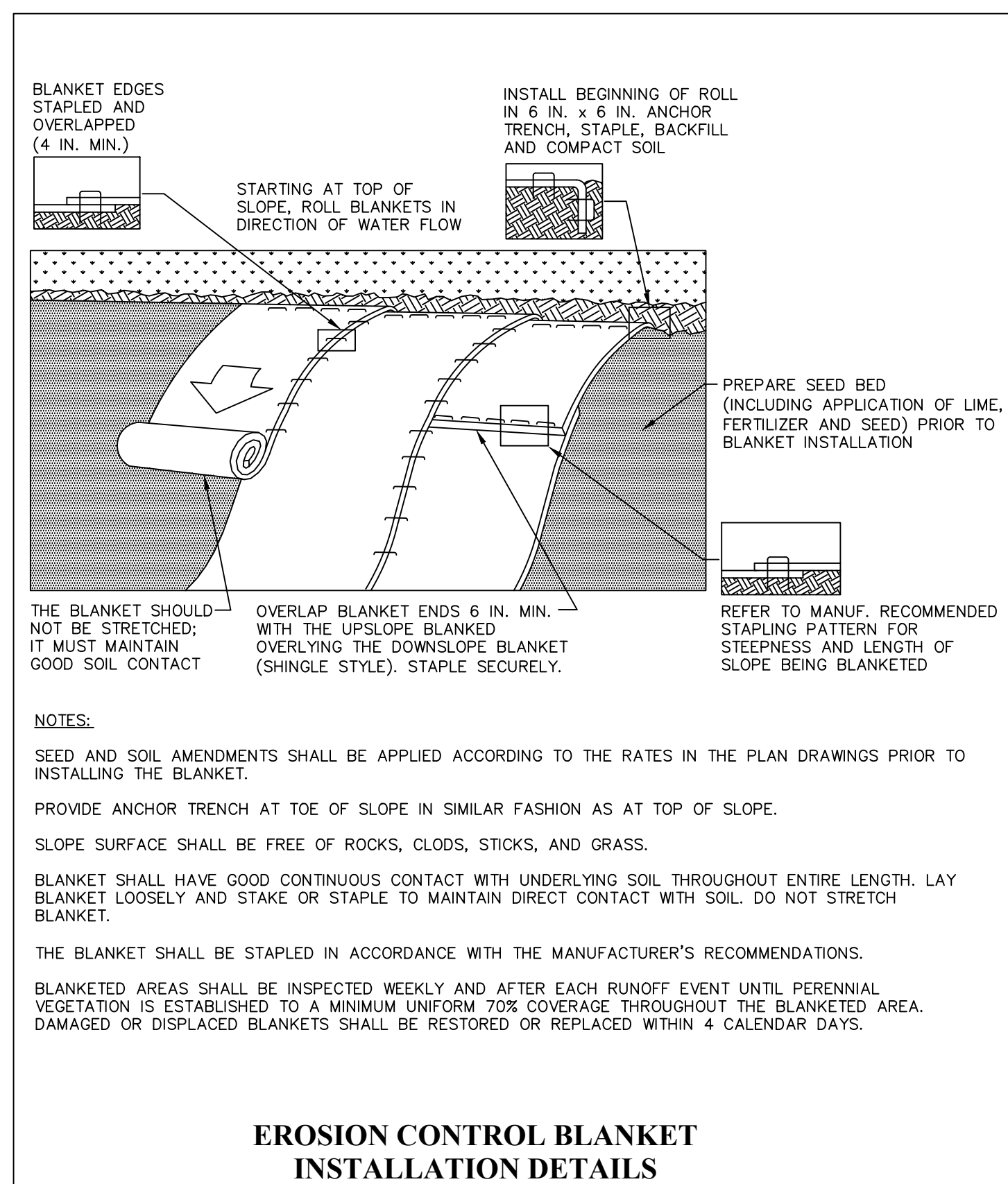
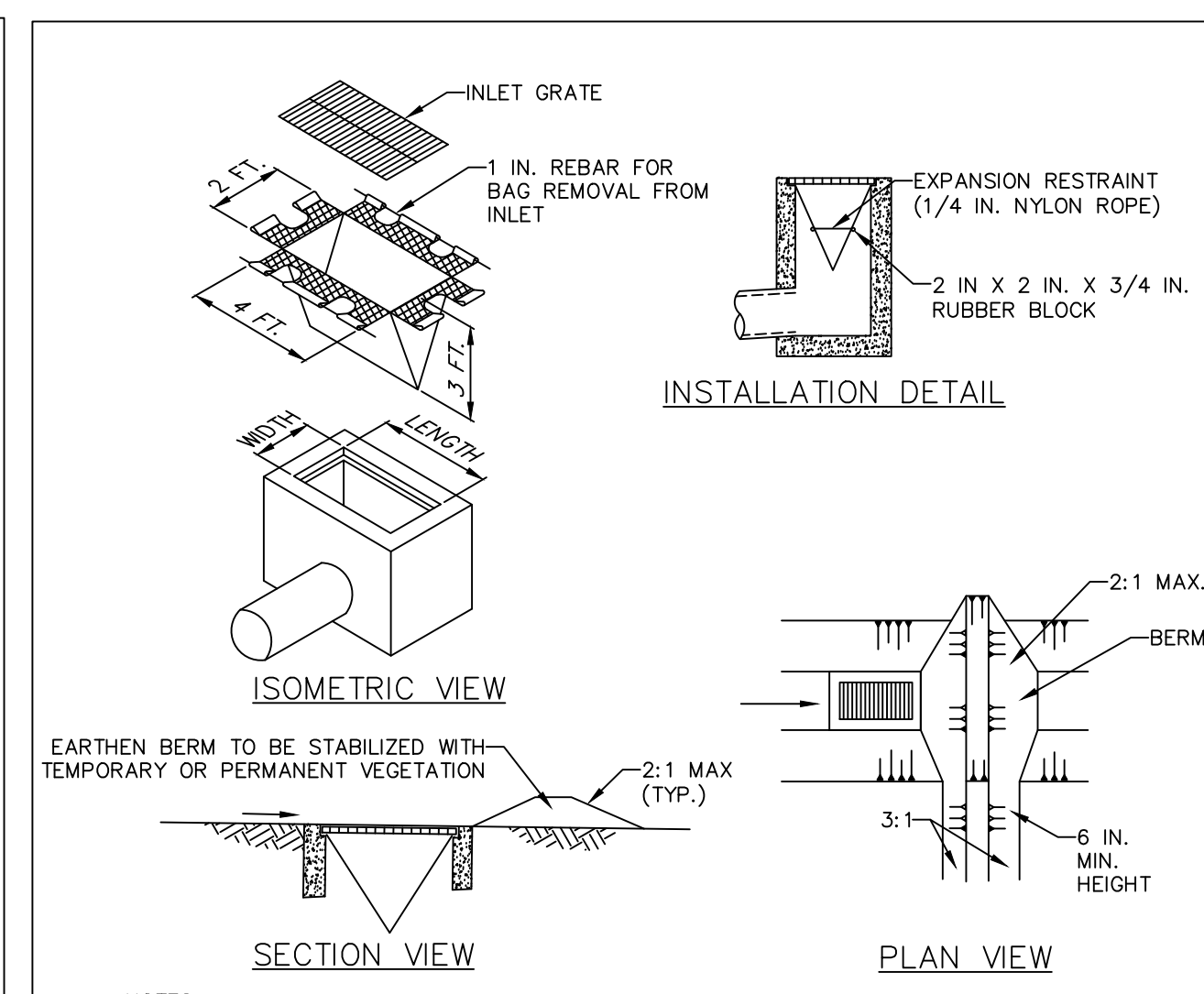
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03-217-003-REESE DEV-TSC

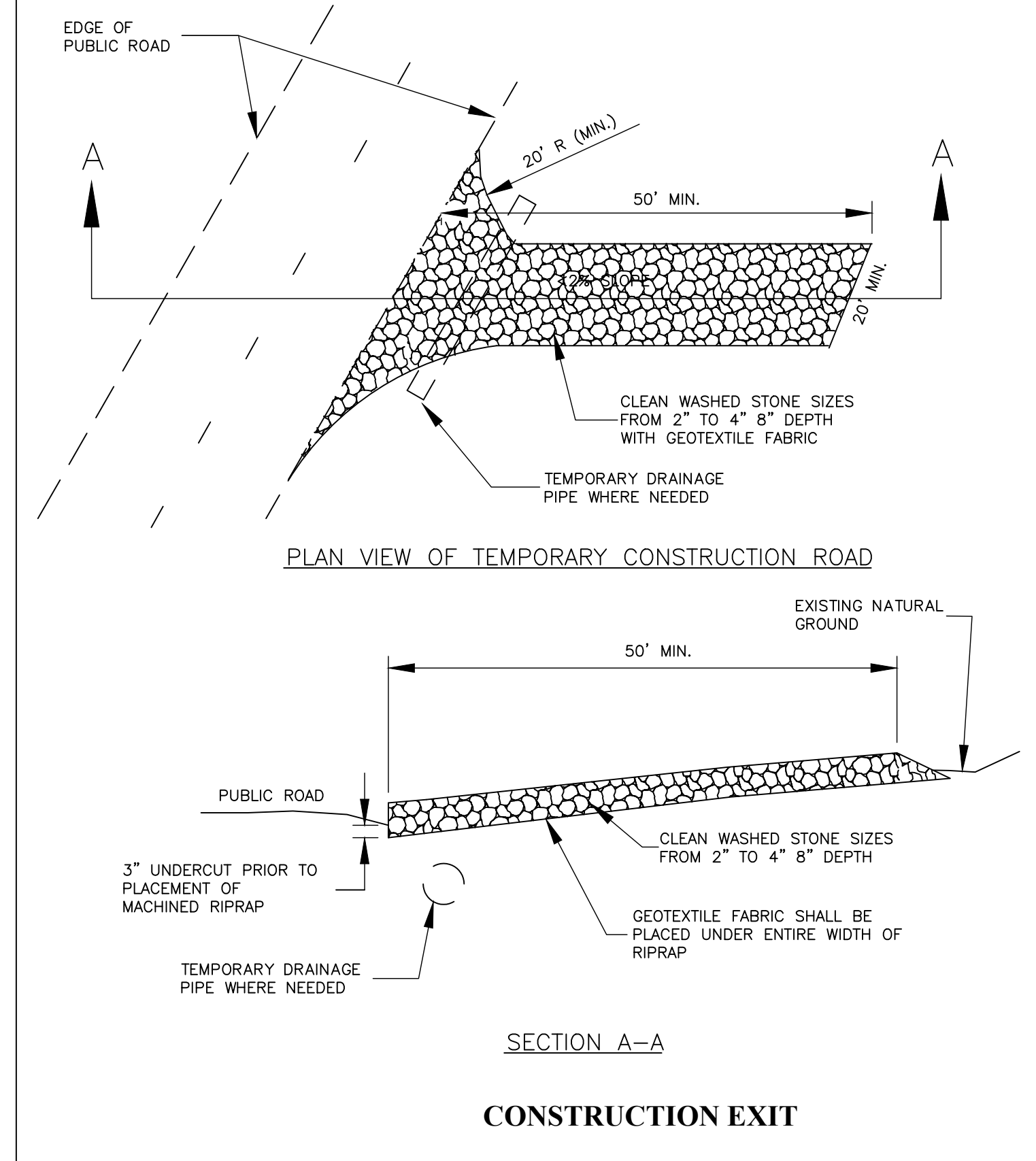
PROJECT NOTES:

MAXIMUM DRAINAGE AREA = 1/2 ACRE.
 INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.
 ROLLED EARTHEN BERM IN ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM ON ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. EARTHEN BERM IN CHANNEL SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED OR REMAIN PERMANENTLY.
 AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS., A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.
 INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.
 DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.

FILTER BAG INLET PROTECTION



EROSION CONTROL BLANKET INSTALLATION DETAILS



CONSTRUCTION EXIT

EROSION PROTECTION AND SEDIMENT CONTROL GRADATIONS

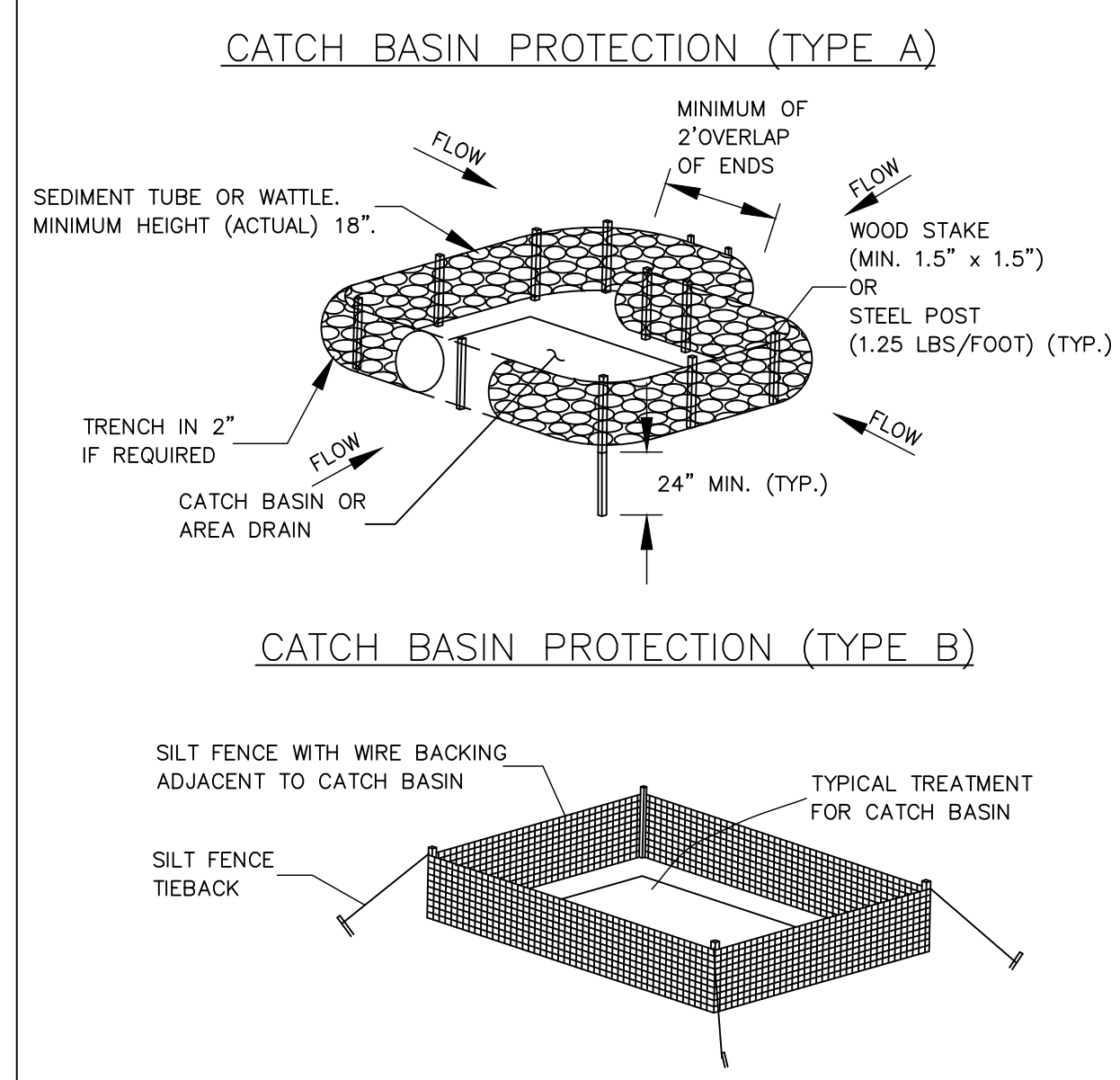
GRAD NO.	PERCENT PASSING ROCK SIZE (LB)													
	1000 ^U	600 ^U	400 ^U	300	170	150 ^U	90	50 ^U	40	12	10	6	3	1
RR-3						100		100			50±20			8±8
RR-4					100			50±20						8±8
RR-5		100												8±8
RR-6			100											8±8
RR-7	100				50±20					8±8				

1/ A MAXIMUM SIZE OF 15 PERCENT OF THE TOTAL TEST SAMPLE BY WEIGHT MAY BE OVERSIZE MATERIAL. EACH OVERSIZE PIECE SHALL NOT EXCEED THE MAXIMUM SIZE OF THE GRADATION BY MORE THAN 20 PERCENT

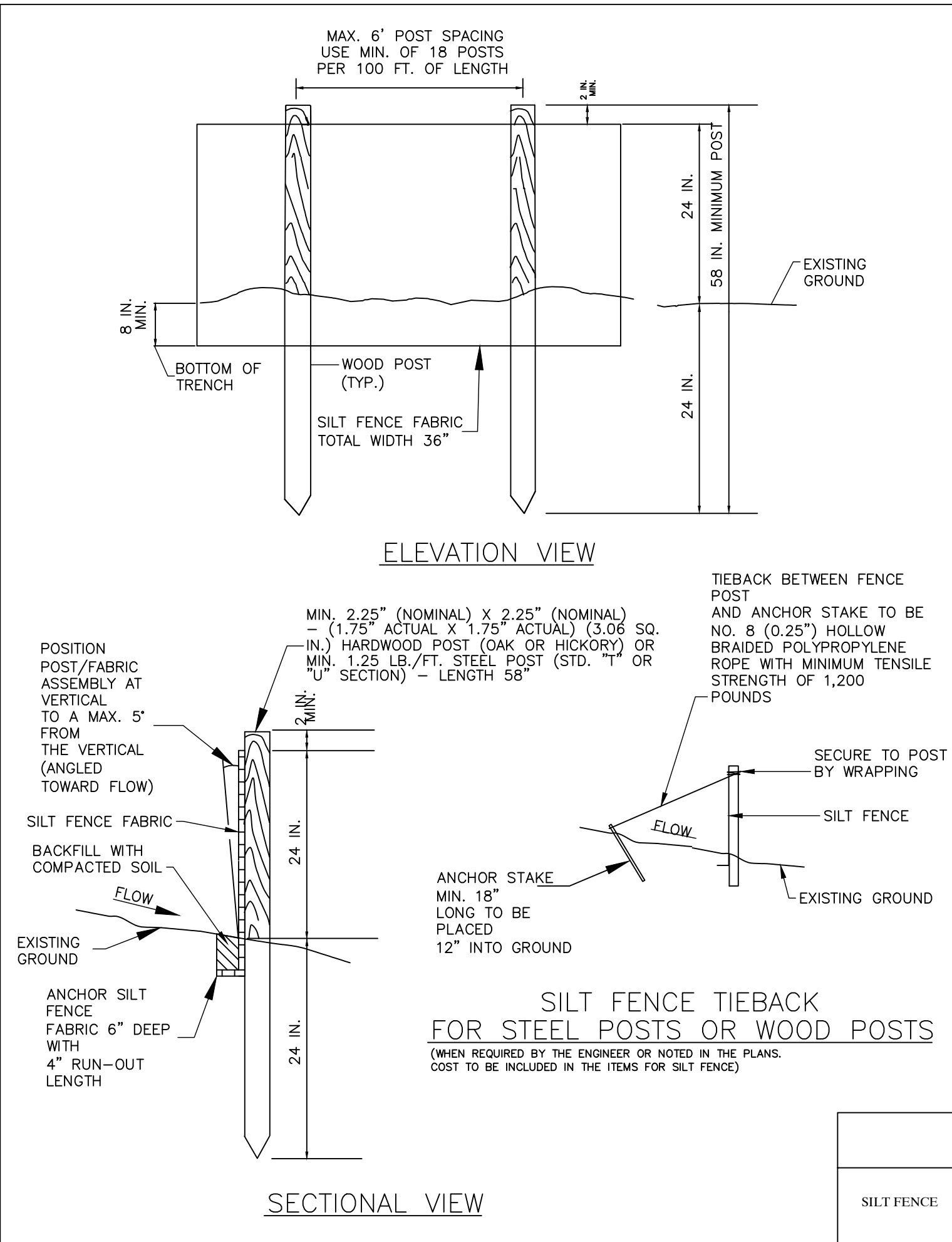
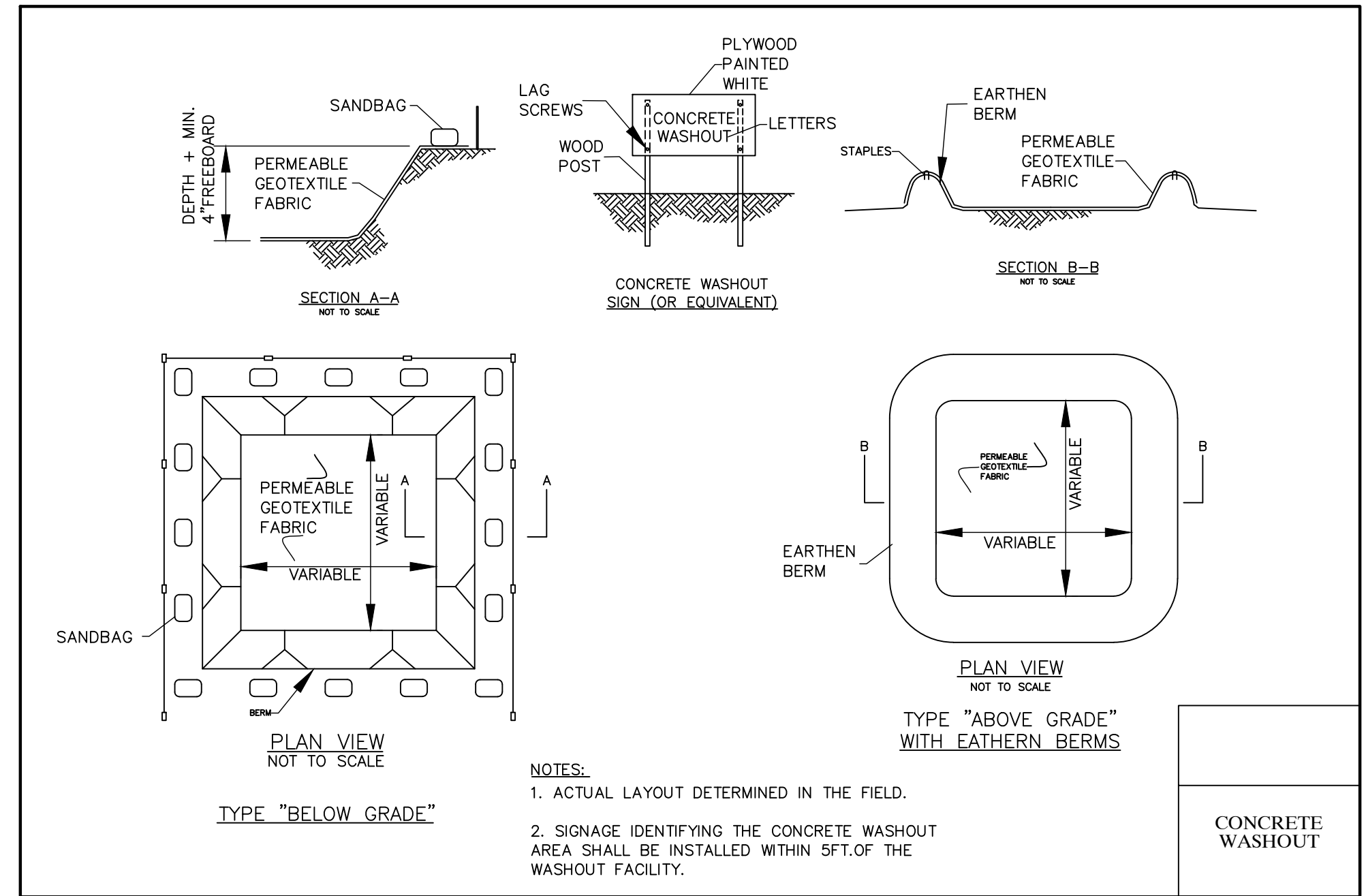
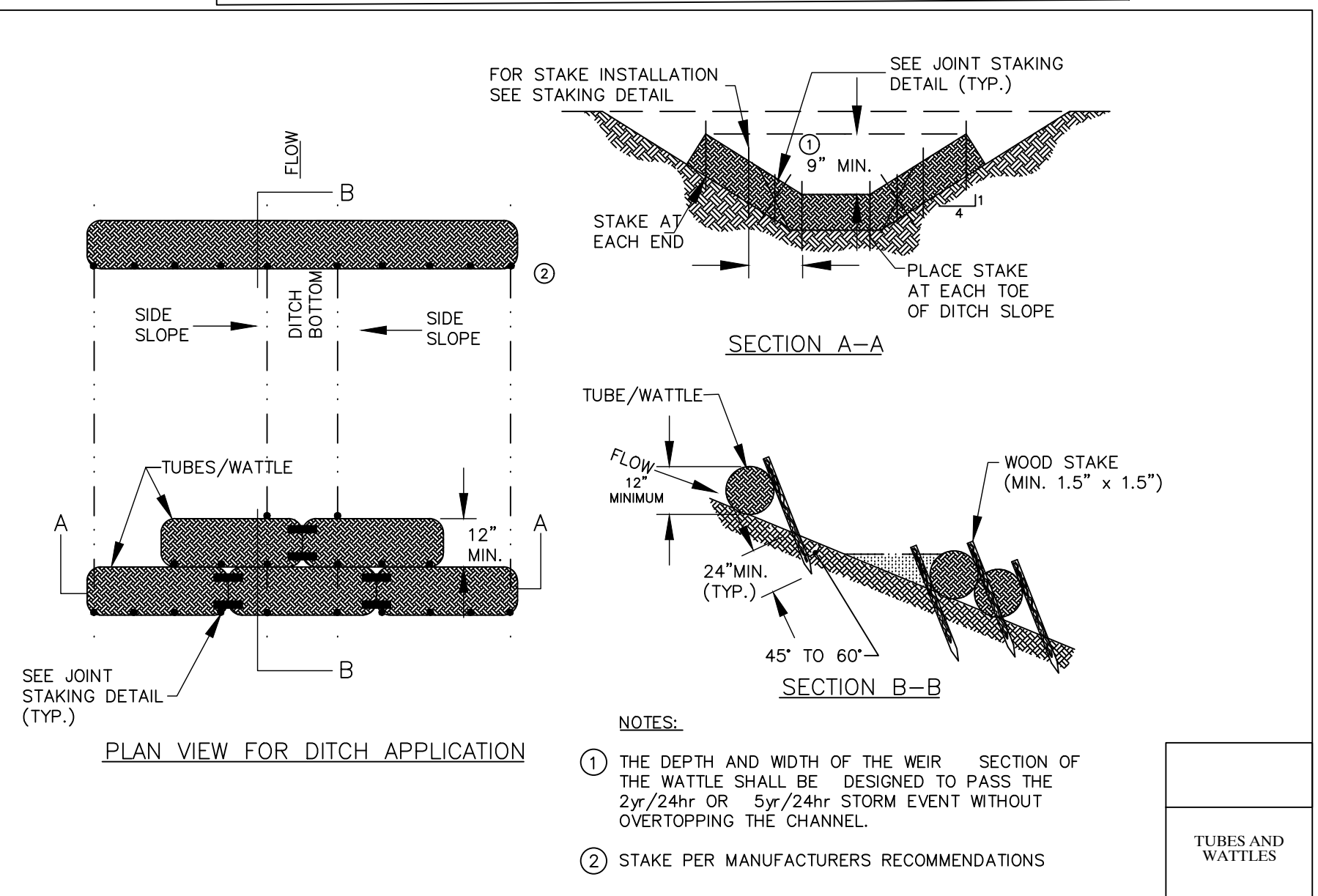
GRADATION	MAXIMUM ROCK SIZE (LB)*	EQUIVALENT DIAMETER (SPHERICAL) (IN)*	MINIMUM BEDDING THICKNESS (IN)	MINIMUM THICKNESS (IN)	CULVERT DIAMETER (IN)	GRADATION	APRON LENGTH (FT)
	50	10		8	12	RR-3	15
	150	15		16	18	RR-3	16
RR-3	50	10		8	24	RR-4	17
RR-4	150	15		16	30	RR-4	20
RR-5	400	21		22	36	RR-4	22
RR-6	600	24		26	48	RR-4	24
RR-7	1000	28		30	60	RR-5	26
					72	RR-5	29
					96	RR-5	32

* Assumes minimum specific gravity of 2.450 and minimum unit weight of 150 lb/ft³

RIP-RAP



INLET PROTECTION



SILT FENCE TIEBACK FOR STEEL POSTS OR WOOD POSTS

REVISIONS / ISSUANCES

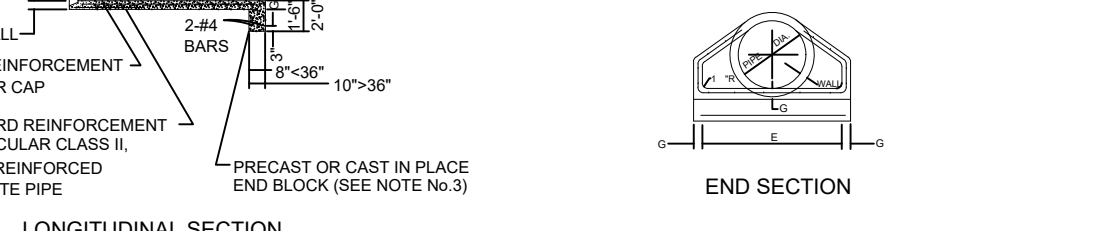
No.	DATE	BY	DESCRIPTION

REESE DEV - TSC
 PROJECT ADDRESS
 DUNDAS, MN

EROSION CONTROL DETAILS

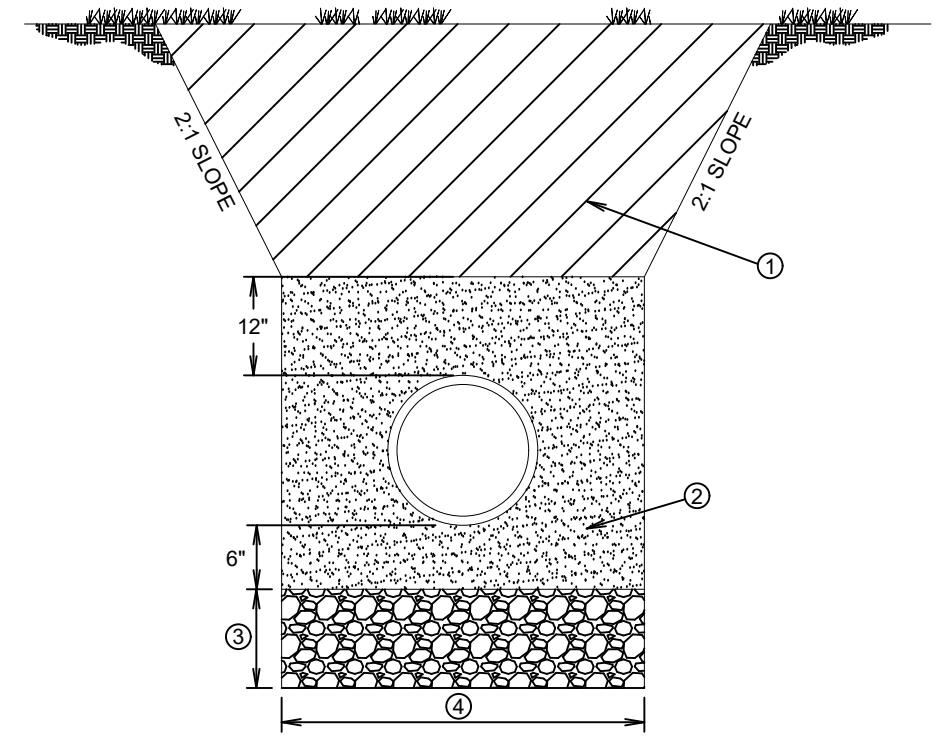
PROJECT NUMBER:	03-217-003
DATE:	8/16/23
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SCALE:	NTS
SHEET No.:	C10
OF 18 SHEETS	

PIPE DIA. (INCHES)	APPROX. WALL THICKNESS (INCHES)	A	B	C	D	E	G	R	SLOPE
12"	5.30	2"	4"	2'-0"	4'-7/8"	6'-7/8"	2'-0"	2"	3:1
15"	7.40	2.25"	6"	2'-3"	3'-10"	6'-1"	2'-6"	2.25	1 1/2":1
18"	9.90	2.25"	8"	2'-3"	3'-10"	6'-1"	3'-0"	2.25	1 1/2":1
21"	12.60	2.25"	9"	2'-11"	3'-2"	6'-1"	3'-0"	2.25	1 1/2":1
24"	15.20	3"	9.5"	3'-7.5"	2'-6"	6'-1.5"	4'-0"	3"	1 1/2":1
27"	18.30	3.25"	10"	4'-0"	2'-1.5"	6'-1.5"	4'-4"	3.25	1 1/2":1
30"	21.60	3.5"	11'-0"	4'-6"	1'-7.25"	6'-1.75"	4'-7.25"	3.5	1 1/2":1
33"	25.20	3.75"	11'-1"	4'-10.25"	3'	6'-1"	5'-4"	3.75	1 1/2":1
36"	28.80	4"	1'-3"	5'-3"	2'-10"	6'-1"	6'-0"	4"	20":1
42"	35.80	4.25"	1'-9"	5'-3"	2'-11"	6'-2"	6'-6"	4.25	3:1
48"	43.50	5"	2'-0"	6'-0"	2'-2"	6'-2"	7'-0"	5"	22":1
54"	51.60	5"	2'-3"	5'-5"	2'-11"	6'-4"	7'-8"	5"	24":1
60"	59.70	6"	2'-11"	5'-0"	3'-3"	6'-3"	8'-0"	6"	2:1
66"	67.80	6"	2'-4"	6'-0"	2'-3"	6'-3"	8'-6"	6"	2:1
72"	75.90	7"	3'-0"	6'-6"	1'-9"	6'-3"	9'-0"	7"	1.86:1
78"	84.00	7"	3'-0"	7'-6"	1'-9"	6'-3"	9'-6"	7"	1.82:1
84"	92.10	8"	3'-0"	7'-6"	1'-9"	6'-3"	10'-0"	8"	1.5:1



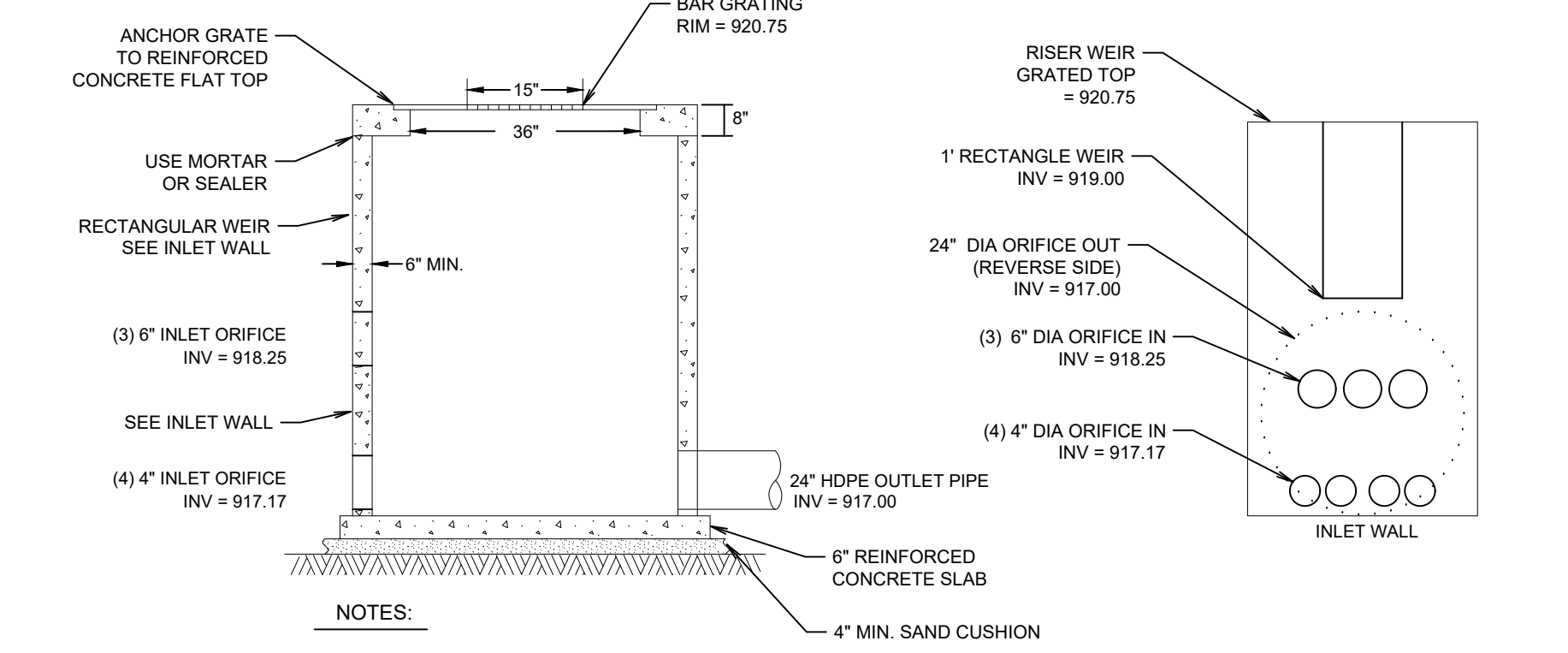
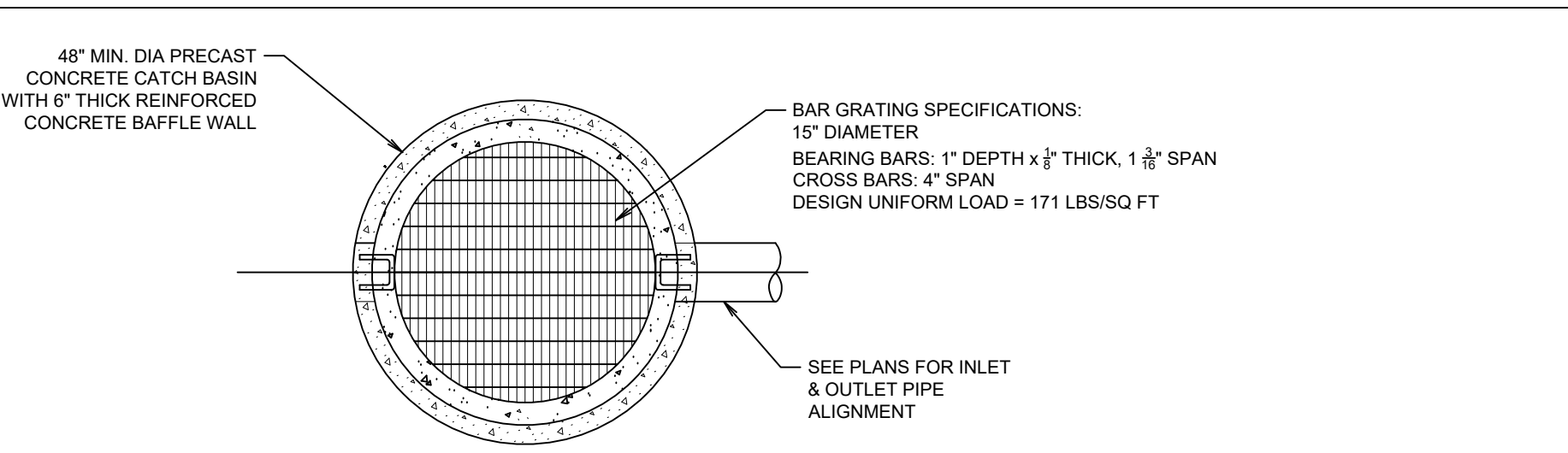
- NOTES:**
- PRECAST CONCRETE FLARED END SECTIONS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF M-170 CLASS III, WALL B REINFORCED CONCRETE PIPE
 - PRECAST CONCRETE FLARED END SECTION FOR PIPE DIAMETER REQUIRED SHALL BE AS INDICATED ON DETAIL PLAN FOR EACH INDIVIDUAL INSTALLATION.
 - THE END BLOCK SHALL BE PLACED PRIOR TO THE INSTALLATION OF THE FLARED END SECTION.
 - ALL FLARED END SECTIONS 12" AND LARGER SHALL PROVIDE A PROTECTIVE GRATE

PRECAST CONCRETE FLARED END SECTION

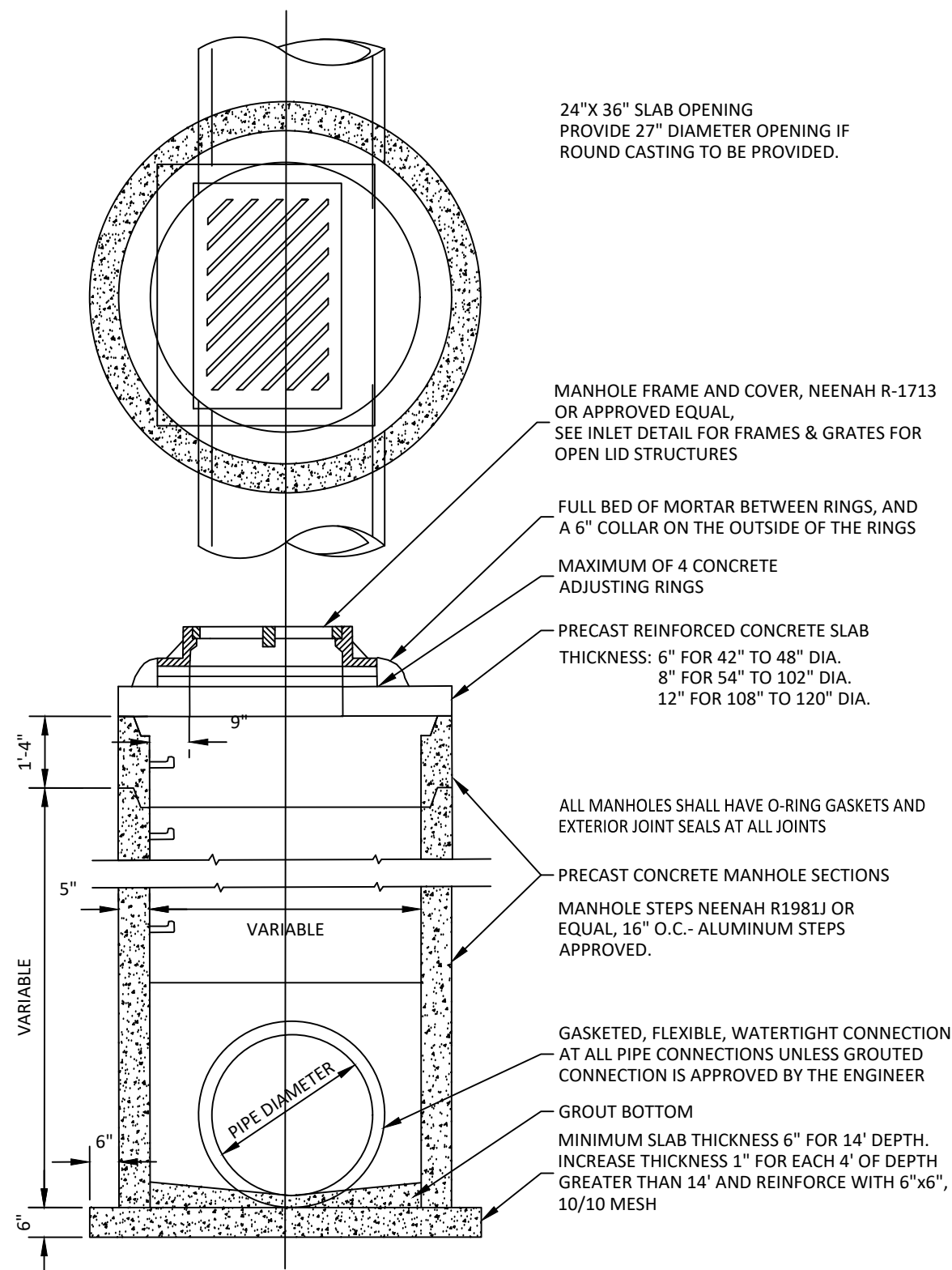


- GRANULAR TRENCH BACKFILL (ASTM D448 NO. 67 OR AS APPROVED BY THE ENGINEER) WITHIN TWO (2) FEET OF EXISTING OR PROPOSED PAVEMENT, SIDEWALK, OR CURB & GUTTER. MACHINE BACKFILL OF EXCAVATED MATERIAL IN OTHER LOCATIONS.
 - GRANULAR BEDDING SHALL CONFORM TO ASTM D-2321, CLASS I MATERIAL, TAMPED INTO PLACE AS SHOWN.
 - UNSTABLE MATERIAL TO BE REMOVED AND REPLACED (WHERE DIRECTED BY THE ENGINEER) WITH GRANULAR MATERIAL AND PAID FOR SEPARATELY.
 - APPROXIMATE TRENCH WIDTHS FOR SEWER & WATER LINES:
FOR PIPE DIAMETER 8" AND LESS: TRENCH WIDTH = 18"
FOR PIPE DIAMETER LARGER THAN 8": TRENCH WIDTH = (1.5 x PIPE DIA.) + 8"
- NOTES:**
- THE COST OF ALL GRANULAR BEDDING (ITEM 2) TO BE MERGED WITH THE PIPE.
 - ALL TRENCH BACKFILL SHALL BE MECHANICALLY COMPACTED.
 - TRENCH WIDTHS SHOWN ARE APPROXIMATE. THE ACTUAL TRENCH WIDTHS IN UNSTABLE AND UNSUPPORTED SOILS ARE TO BE BASED ON THE SIZE AND STIFFNESS OF THE PIPE, STIFFNESS OF THE EMBEDMENT AND IN-SITU SOIL, AND DEPTH OF COVER, PER ASTM D-2321.
 - TRENCH WIDTHS FOR ELECTRIC, GAS, AND COMMUNICATION LINES WILL BE AS REQUIRED BY THE RESPECTIVE UTILITY COMPANIES.

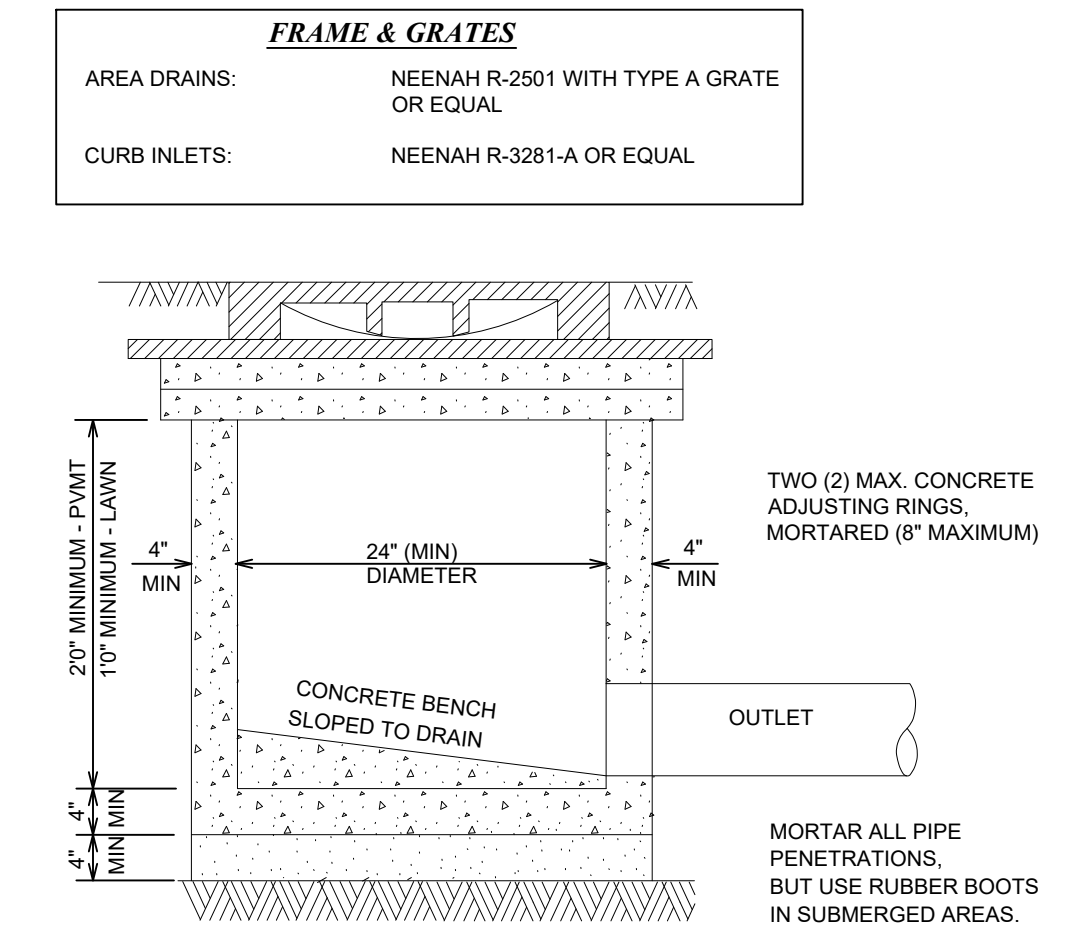
TYPICAL TRENCH SECTION PVC / HDPE PIPE



- NOTES:**
- MANHOLES MUST CONFORM TO ASTM C-478.
 - MANHOLE SECTIONS TO BE TONGUE AND GROOVED.
 - NON-PRECAST OPENINGS SHALL BE CORED AND RUBBER BOOTED.
 - MORTAR ALL PIPE PENETRATIONS INSIDE AND OUTSIDE OF STRUCTURE.
 - IN 'SUBMERGED' CONDITIONS, ALL PIPE PENETRATIONS TO BE CORED, RUBBER BOOTED AND INTERIOR MORTARED.
- OUTLET CONTROL STRUCTURE (STM STRC 22) (NTS)**

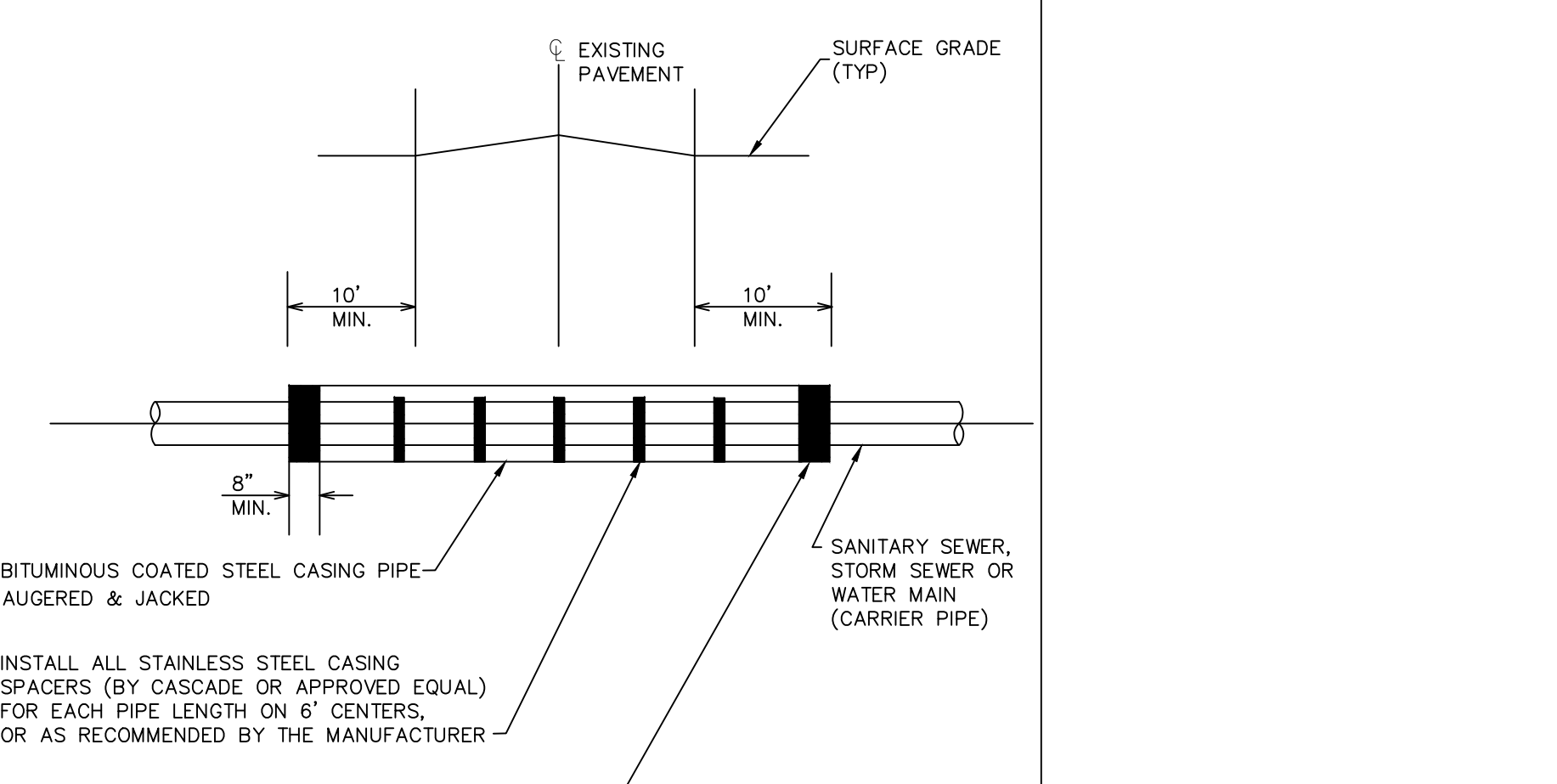


STORM SEWER MANHOLE



- NOTE:**
- INLET TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE.
 - INLET MUST CONFORM TO ASTM C-478.
 - NON-PRECAST OPENINGS SHALL BE CORED AND RUBBER BOOTED.
 - MAXIMUM DEPTH FROM INVERT OF OUTLET PIPE TO TOP OF FRAME SHALL NOT EXCEED 42 INCHES. IF DESIGN OR CONSTRUCTION REQUIRES DEPTH BEYOND 42 INCHES, STRUCTURE SHALL BE REVISED TO A 48 INCH DIAMETER TY A MANHOLE.

INLET



- INSTALL ALL STAINLESS STEEL CASING SPACERS (BY CASCADE OR APPROVED EQUAL) FOR EACH PIPE LENGTH ON 6' CENTERS, OR AS RECOMMENDED BY THE MANUFACTURER**
- BRICK AND MORTAR BULKHEAD (BOTH ENDS) AS APPROVED BY THE TOWNSHIP ENGINEER, PRIOR TO BACKFILLING OR INSTALL END BOLTS (BY CASCADE OR APPROVED EQUAL)**
- NOTES:**
- WATER MAIN CASING SPACERS SHALL BE RESTRAINED IN POSITION.
 - THE INSIDE DIAMETER OF THE CASING PIPE SHALL BE DETERMINED BY CONTRACTOR BUT IN NO CASE SHALL IT BE LESS THAN 8" LARGER THAN THE DIAMETER OF THE CARRIER PIPE TO ALLOW AMPLE SPACE FOR BELLS, AND CARRIER PIPE SLOPE (FOR GRAVITY PIPE).

CASING PIPE DETAIL

PREPARED BY:
SEA
13747 MONTFORT DR
SUITE 275
DALLAS, TX 75240
214-678-9968

PREPARED FOR:
REESE REAL ESTATE DEVELOPMENT PARTNERS

1076 SUMMIT DRIVE
MIDDLETOWN, OHIO 45042
(513) 849-8015

PRELIMINARY - FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:
MATT GAULTT 61596 8/16/23
TYPE OR PRINT NAME PER DATE

PROJECT NOTES:

BENCHMARKS:

- BENCHMARK 1:**
HYDRANT - TNH
ELEVATION: 924.27
N: 186414.14
E: 483352.17
- BENCHMARK 2:**
HYDRANT - TNH
ELEVATION: 928.93
N: 186862.21
E: 483286.41
- BENCHMARK 3:**
HYDRANT - TNH
ELEVATION: 929.07
N: 185704.53
E: 763567.81
- BENCHMARK 4:**
HYDRANT - TNH
ELEVATION: 927.66
N: 186124.24
E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC
PROJECT ADDRESS
DUNDAS, MN

CONSTRUCTION DETAILS

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SCALE:	NTS
SHEET No.:	C11
OF 18 SHEETS	

FILE NAME: L:\03_217_003_reese_dev_bas_bundus_middletown\dm\magnification\sheet\c11_construction_details.dwg DATE PLOTTED: 8/16/2023 10:51:04 AM

03-217-003-REESE DEV-TSC

PROJECT NOTES:

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ELEVATION: 928.93
N: 186892.21
E: 483286.41
- BENCHMARK 3:
HYDRANT - TNH
ELEVATION: 929.07
N: 185704.53
E: 76367.81
- BENCHMARK 4:
HYDRANT - TNH
ELEVATION: 927.66
N: 186124.24
E: 483927.22

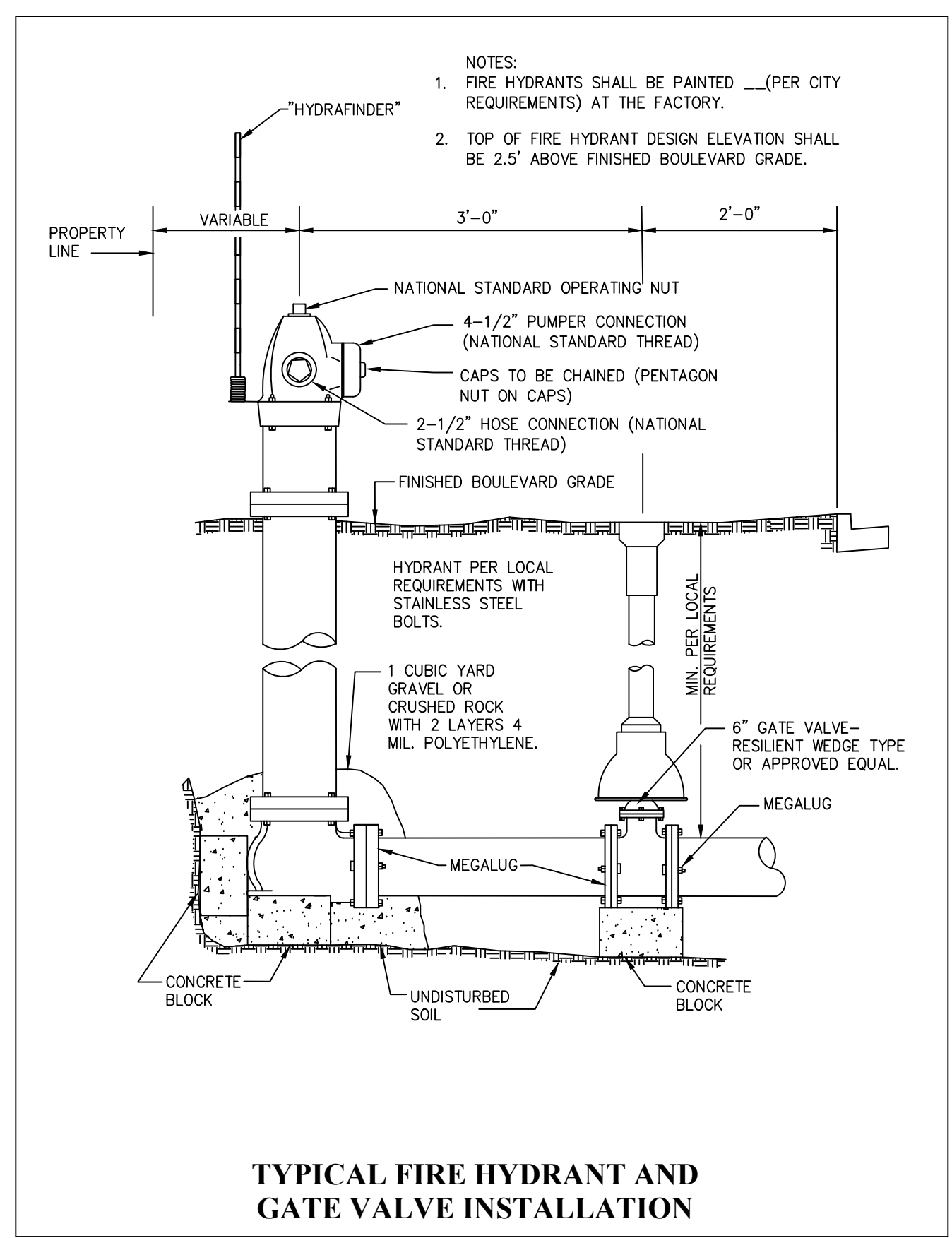
REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

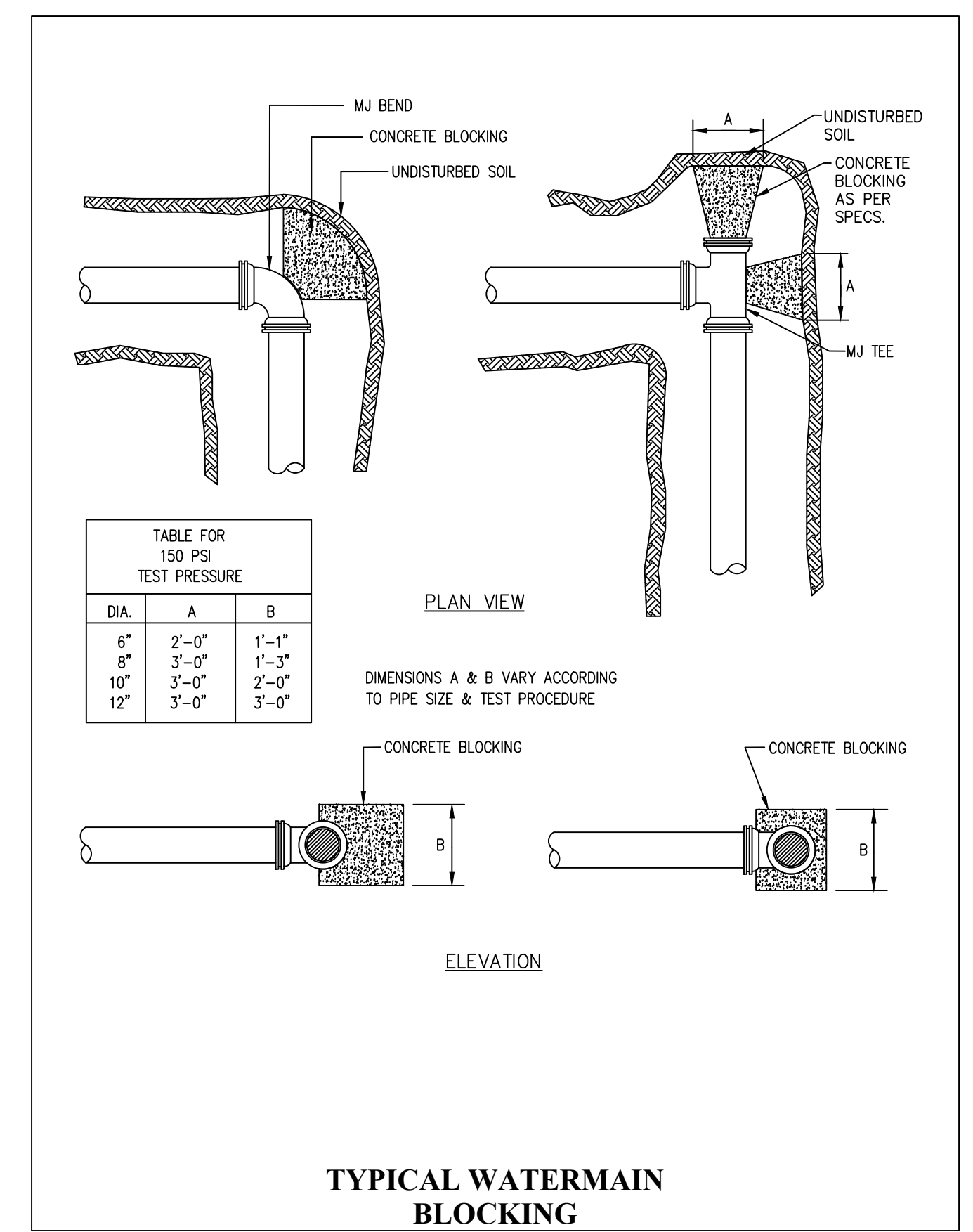
REESE DEV - TSC
 PROJECT ADDRESS
 DUNDAS, MN

CONSTRUCTION DETAILS

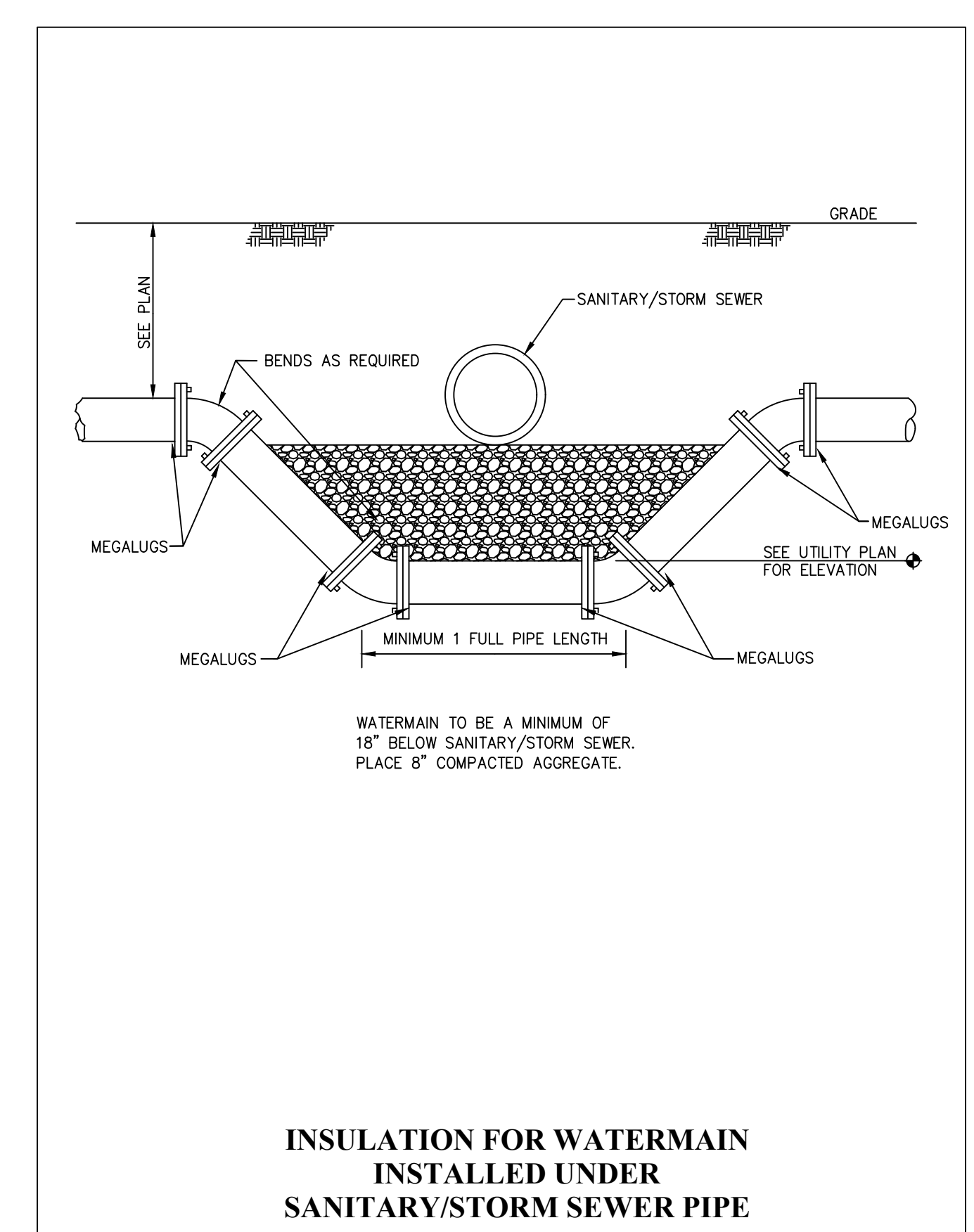
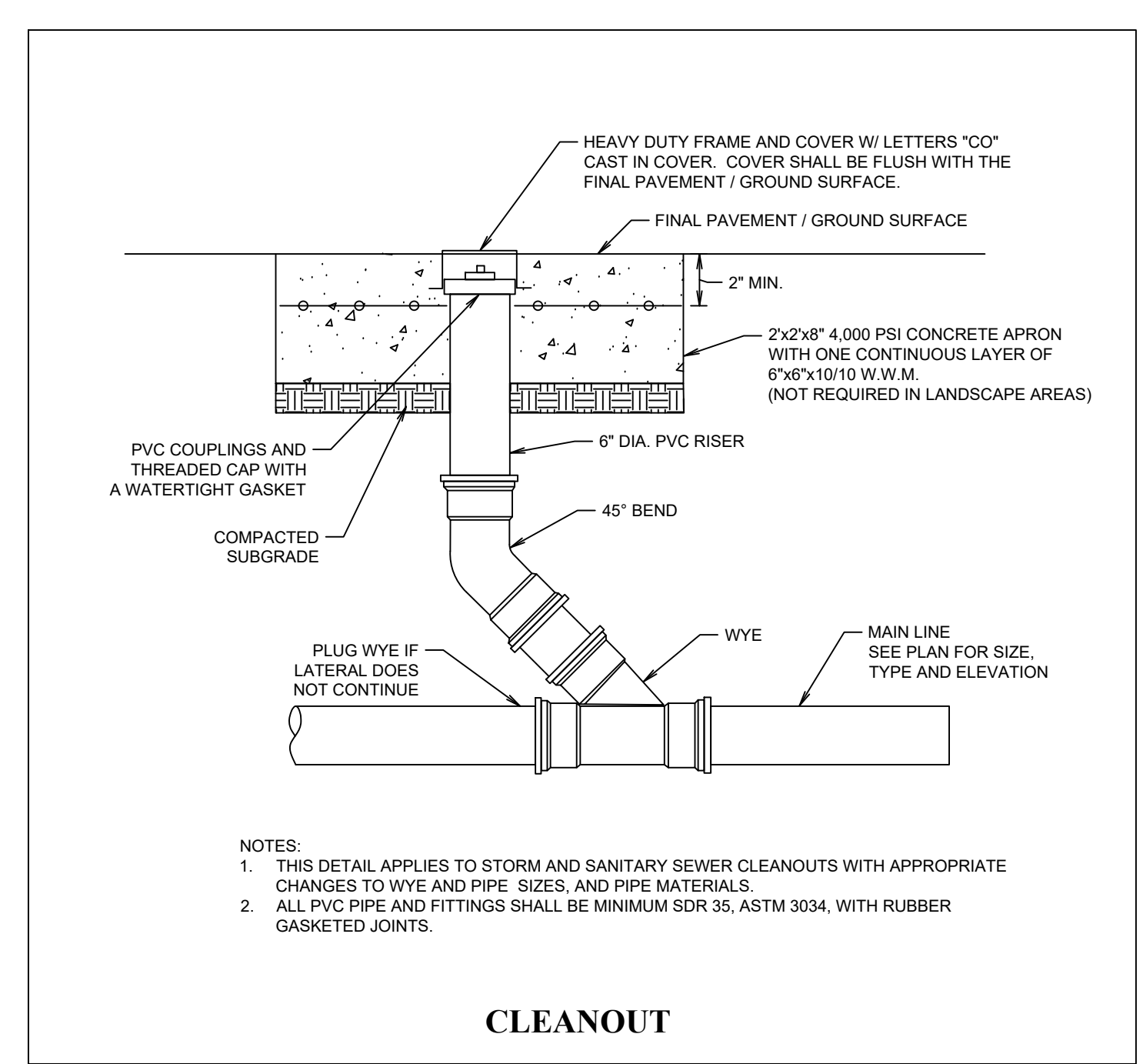
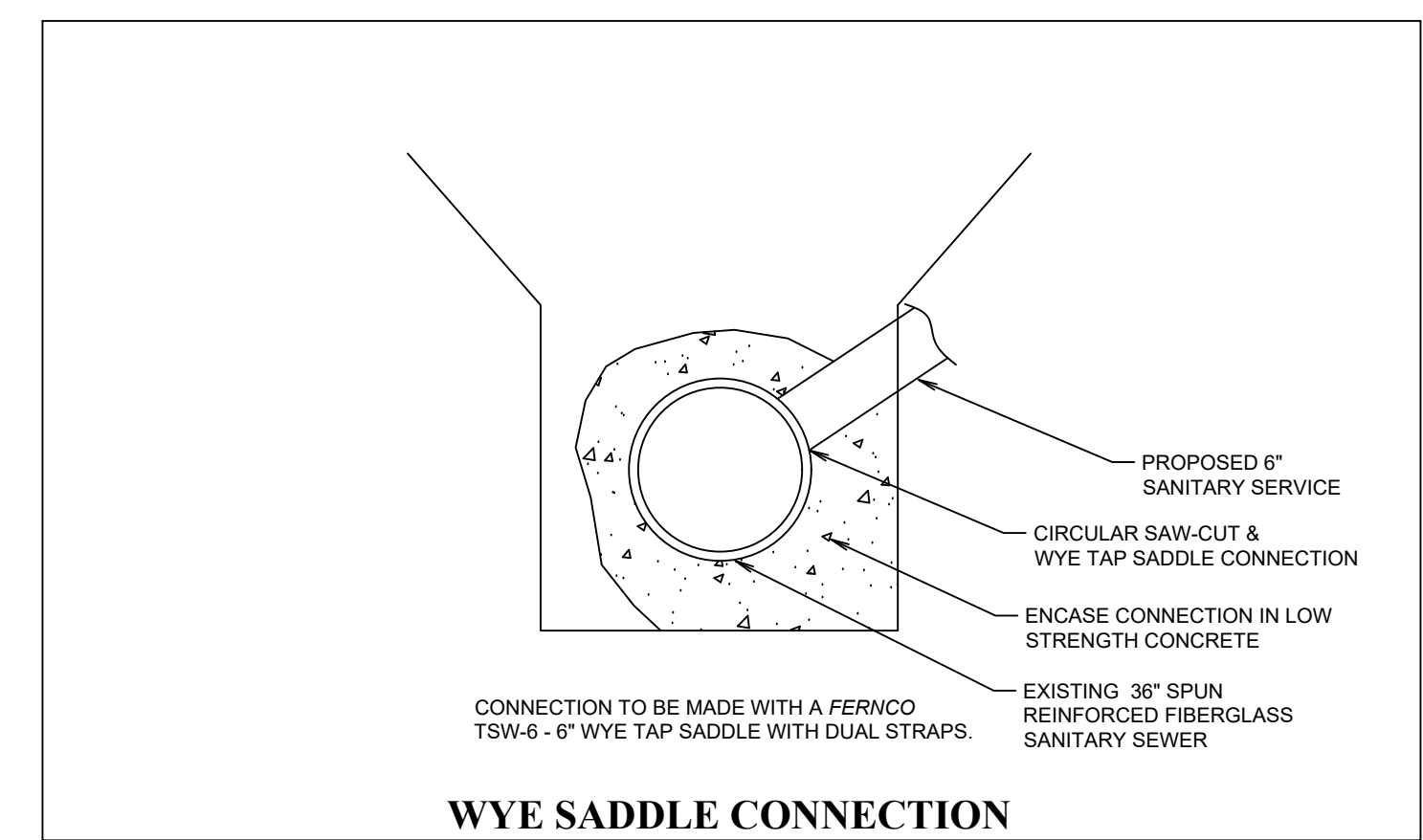
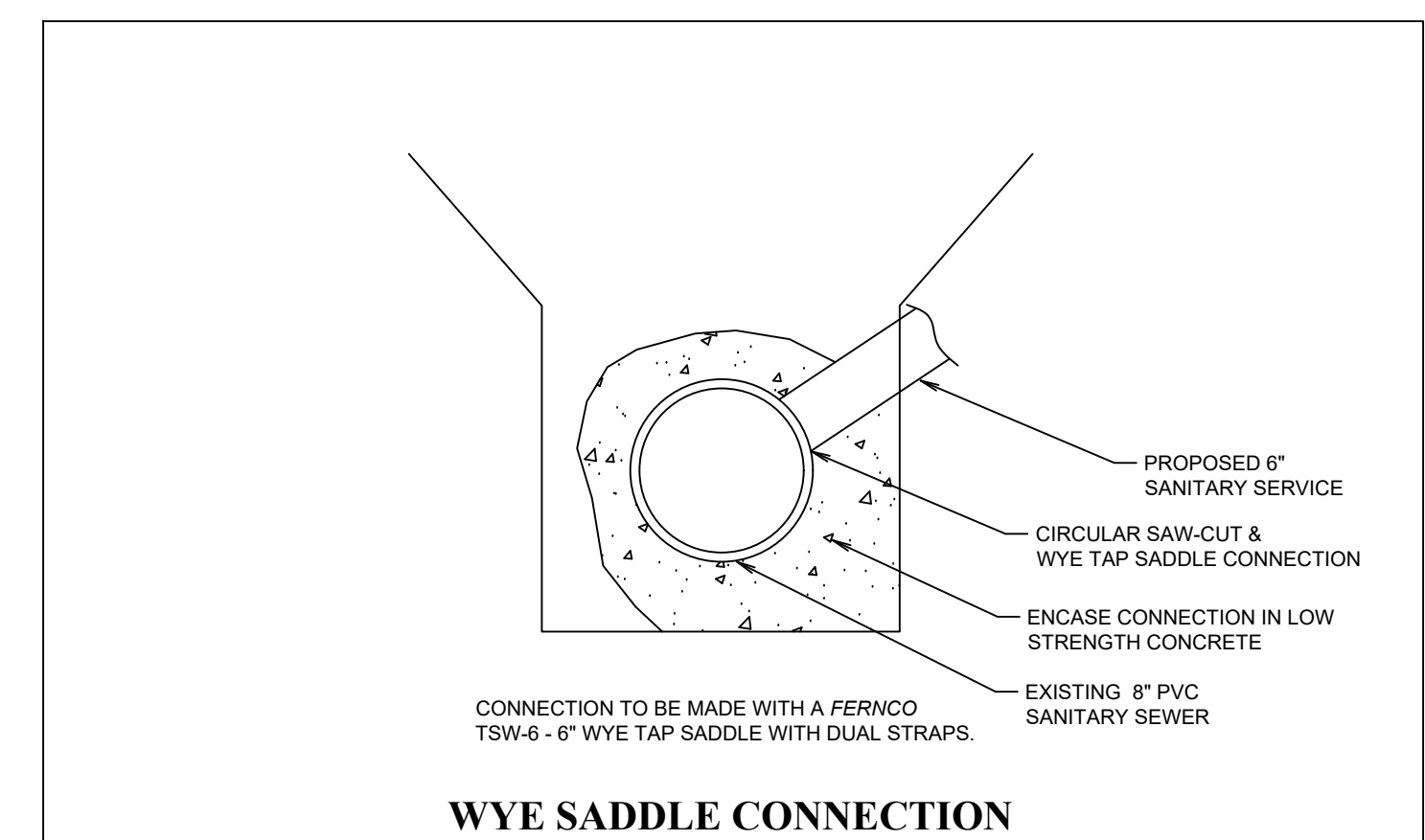
PROJECT NUMBER:	03-217-003
DATE:	8/16/23
SCALE:	NTS
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SHEET No.	C12
OF 18 SHEETS	



TYPICAL FIRE HYDRANT AND GATE VALVE INSTALLATION



TYPICAL WATERMAIN BLOCKING



PROJECT NOTES:

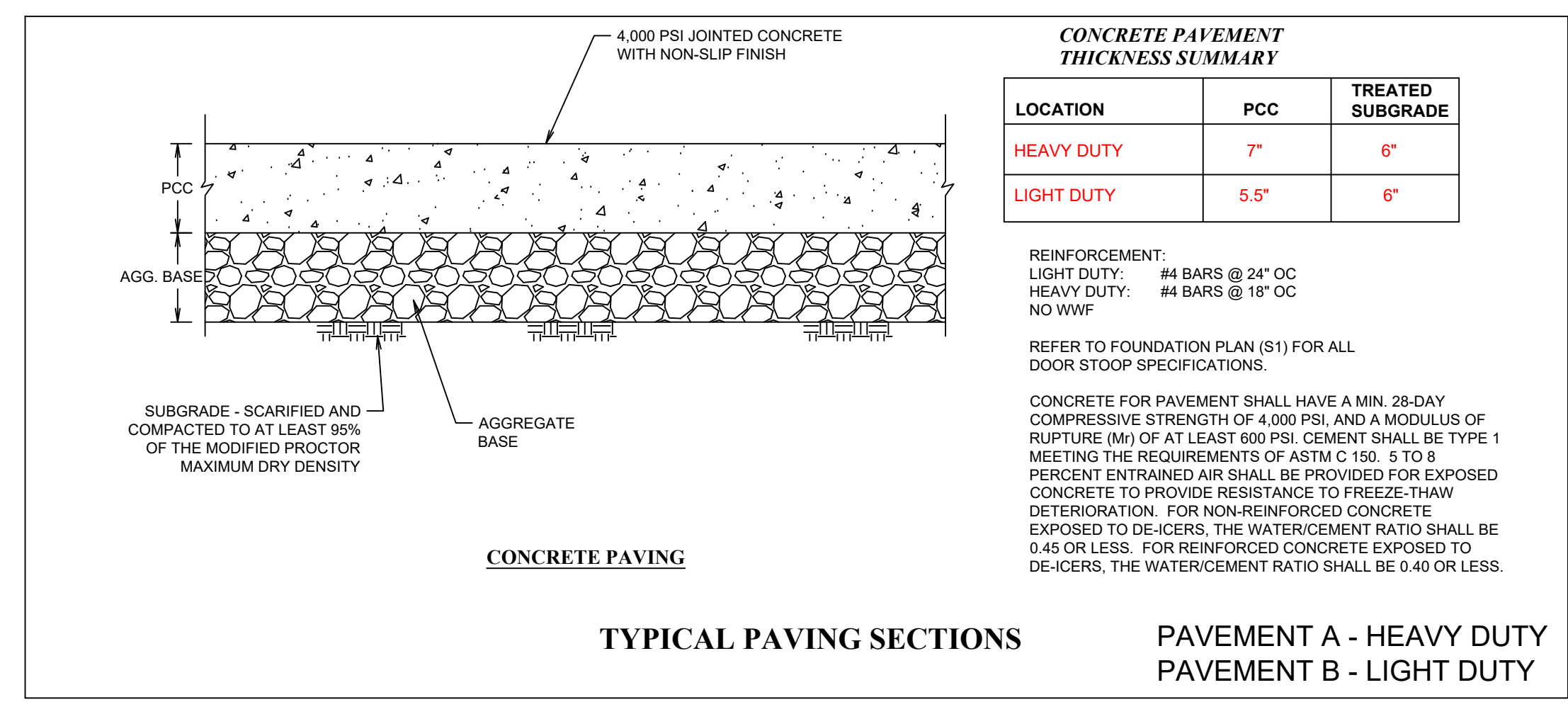
BENCHMARKS:

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 N: 186892.21
 E: 483286.41
- BENCHMARK 3:
 HYDRANT - TNH
 ELEVATION: 929.07
 N: 185704.53
 E: 763567.81
- BENCHMARK 4:
 HYDRANT - TNH
 ELEVATION: 927.66
 N: 186124.24
 E: 483927.22

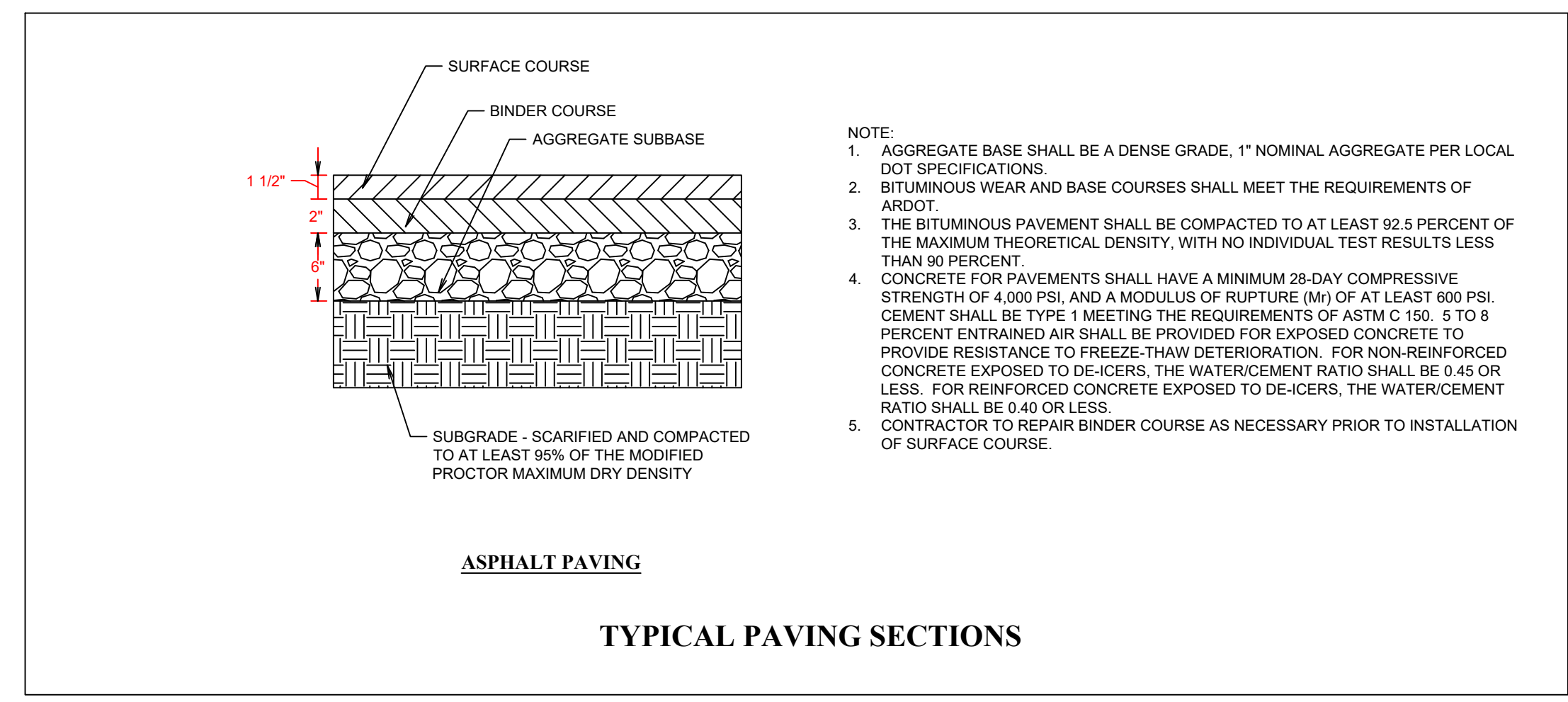
REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

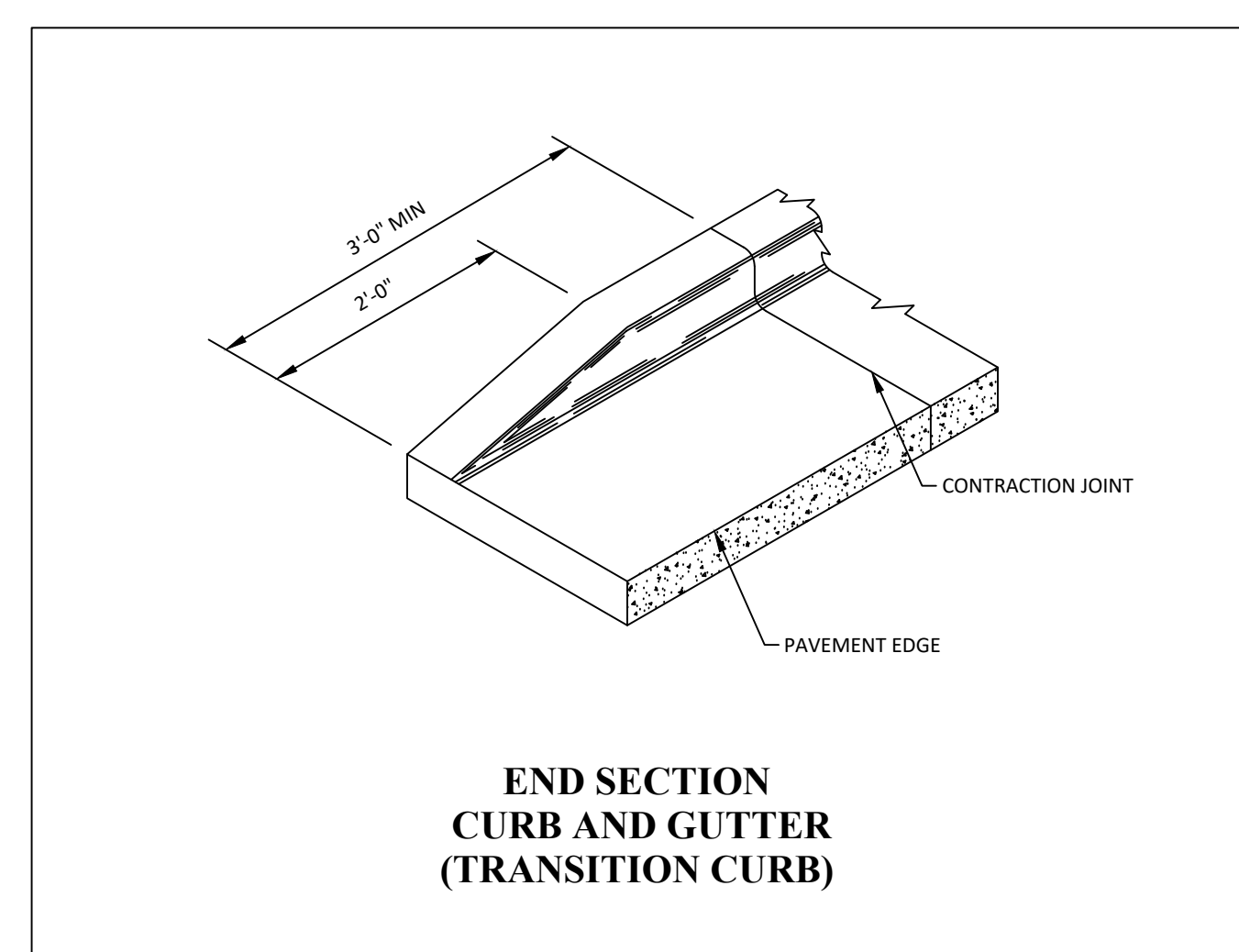
CONSTRUCTION DETAILS



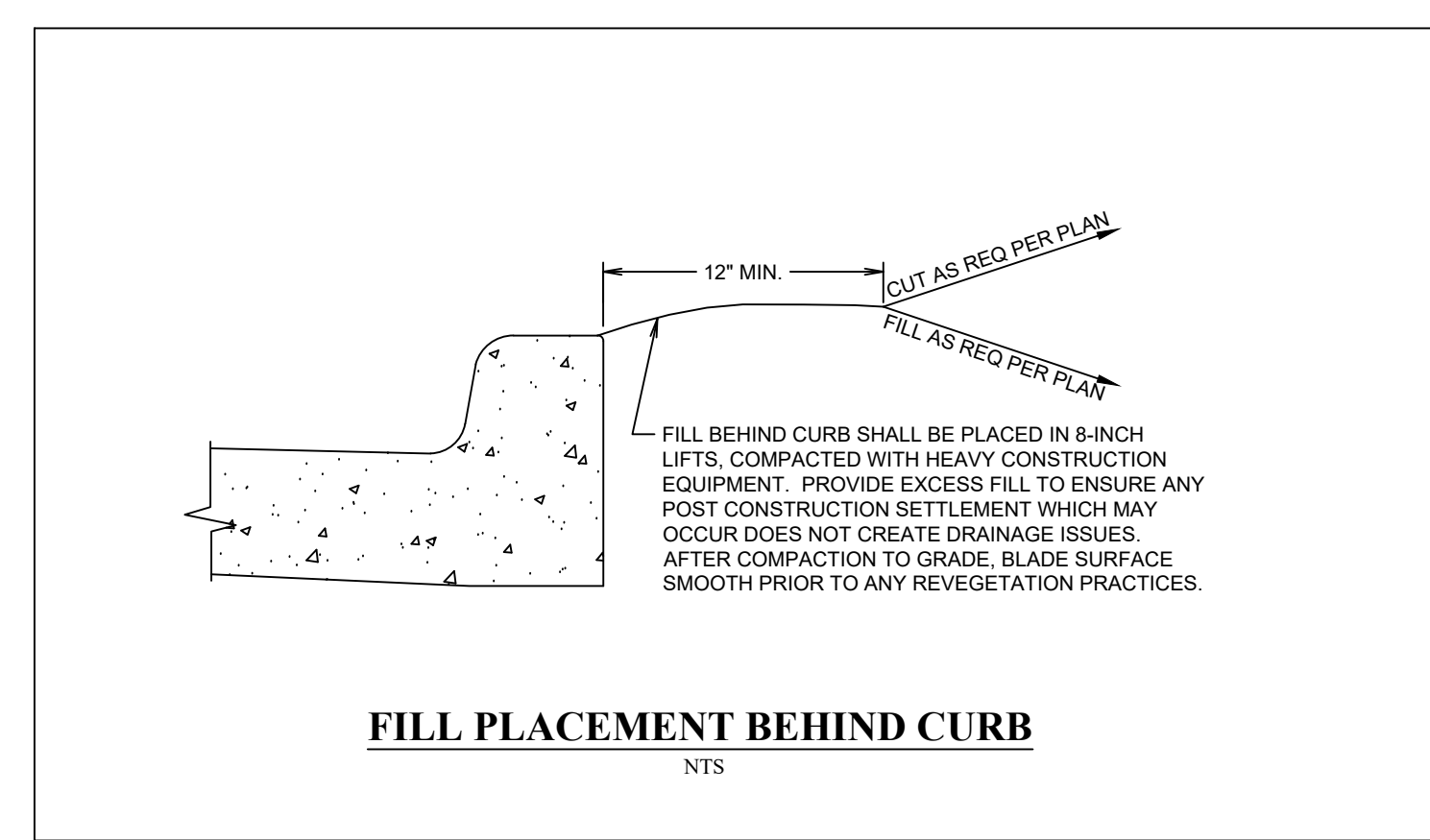
TYPICAL PAVING SECTIONS
 PAVEMENT A - HEAVY DUTY
 PAVEMENT B - LIGHT DUTY



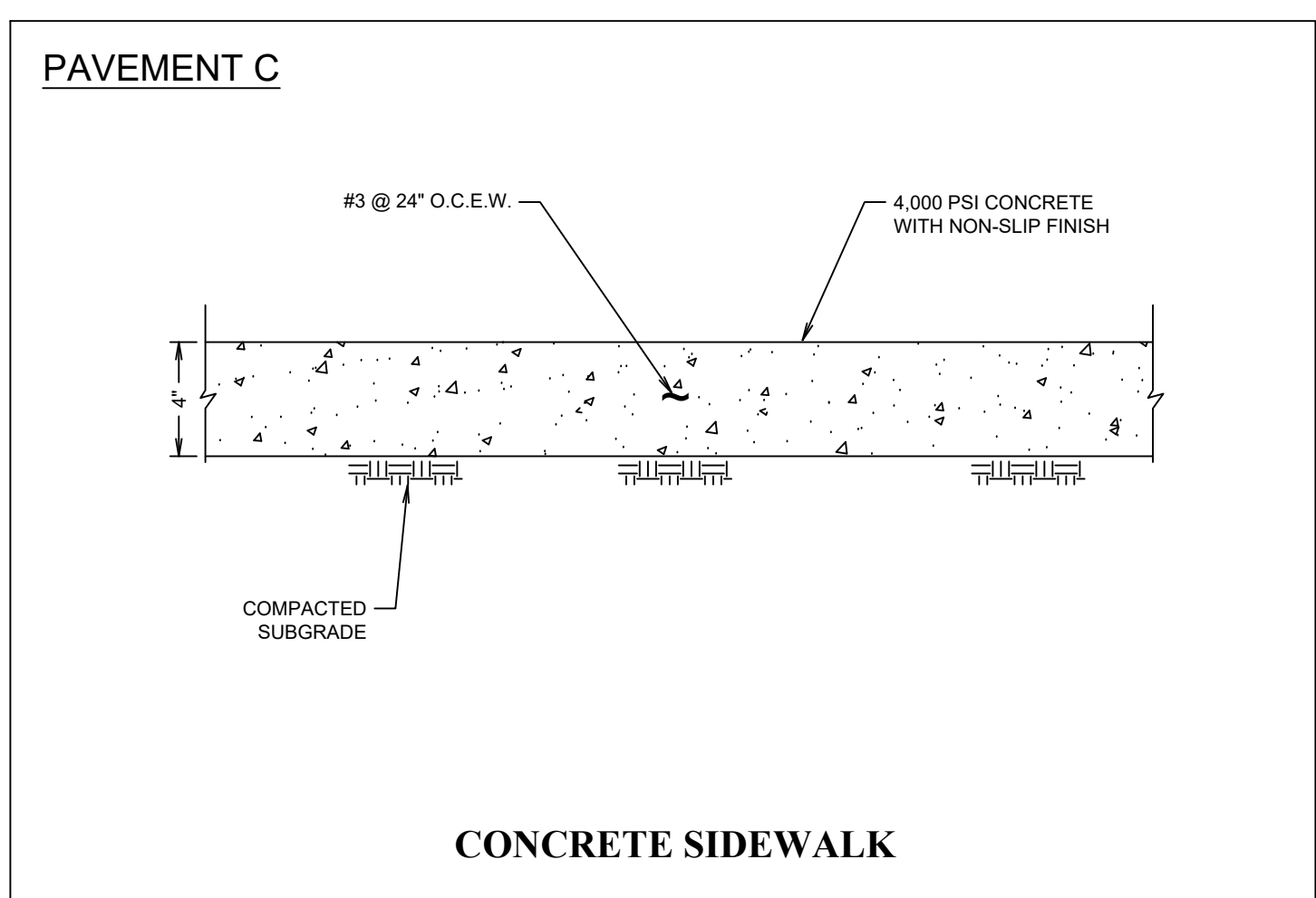
TYPICAL PAVING SECTIONS



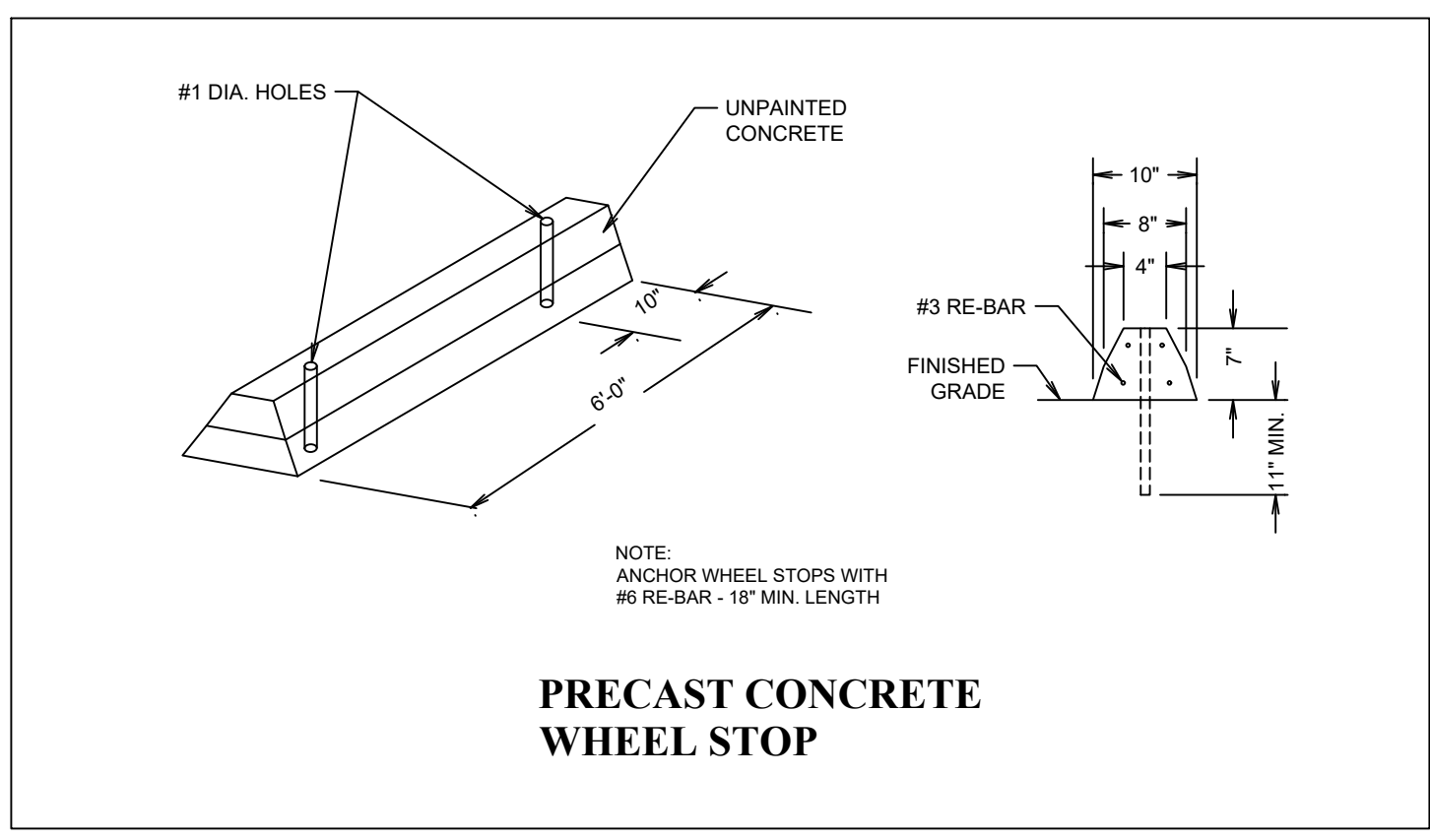
END SECTION CURB AND GUTTER (TRANSITION CURB)



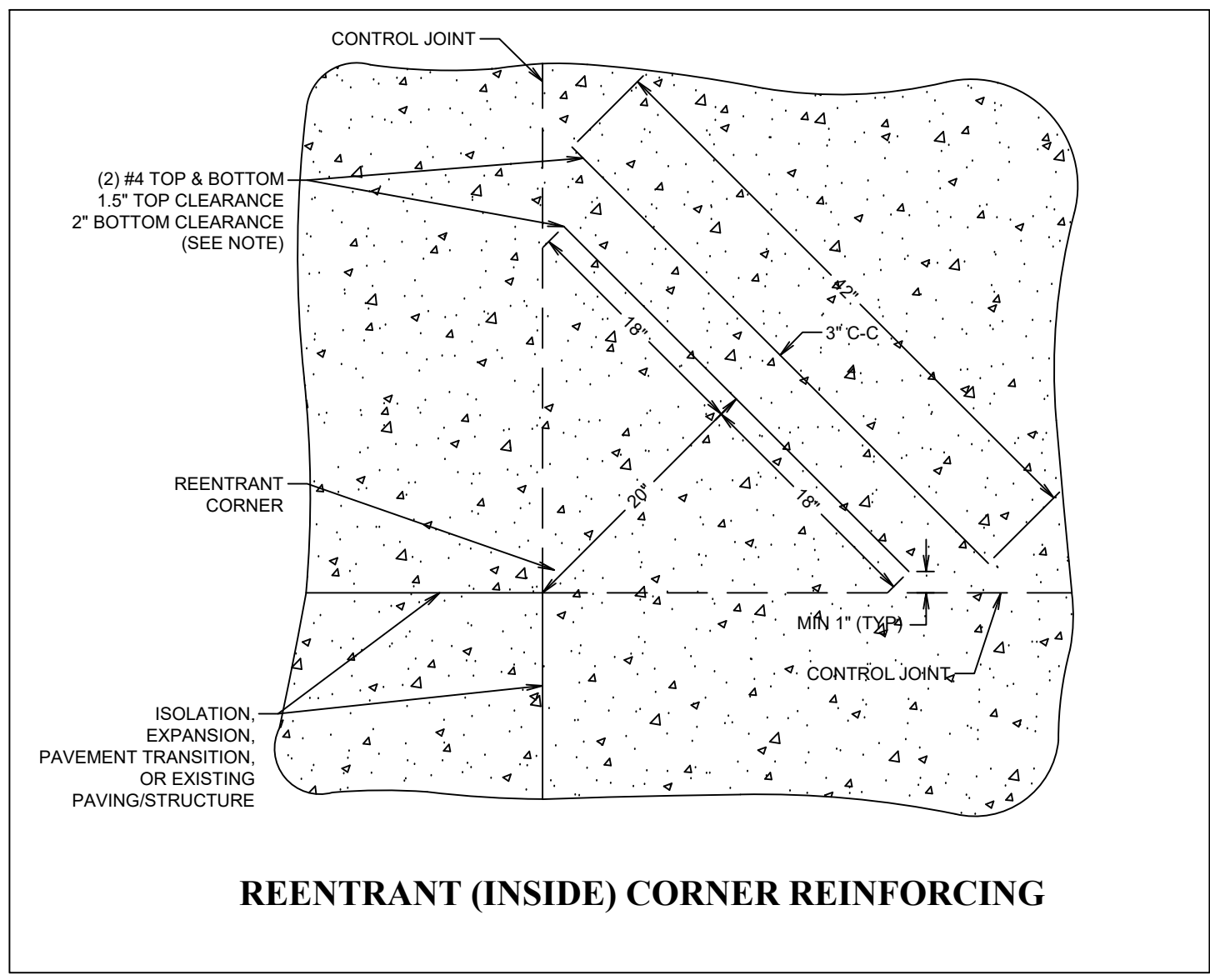
FILL PLACEMENT BEHIND CURB



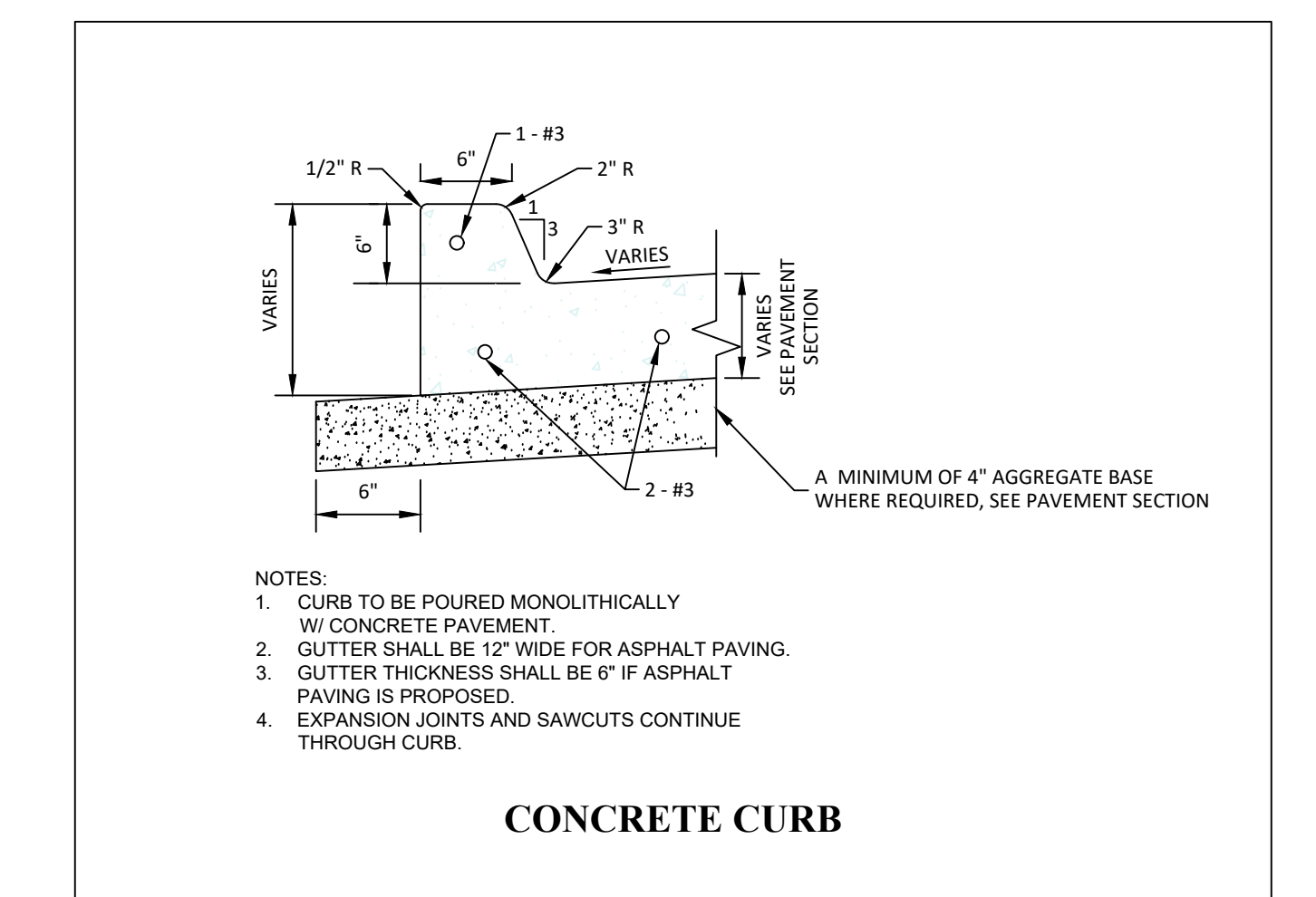
CONCRETE SIDEWALK



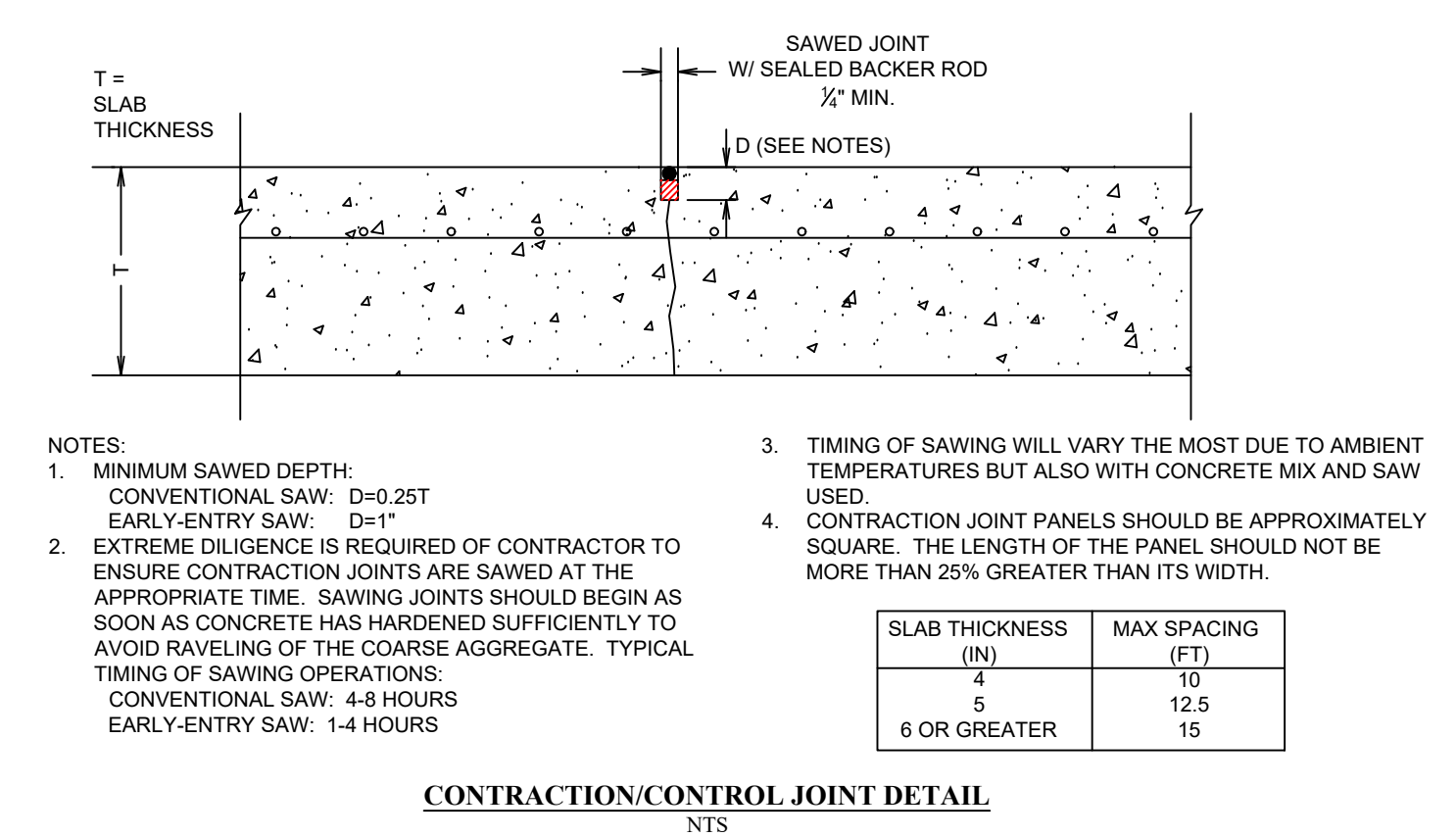
PRECAST CONCRETE WHEEL STOP



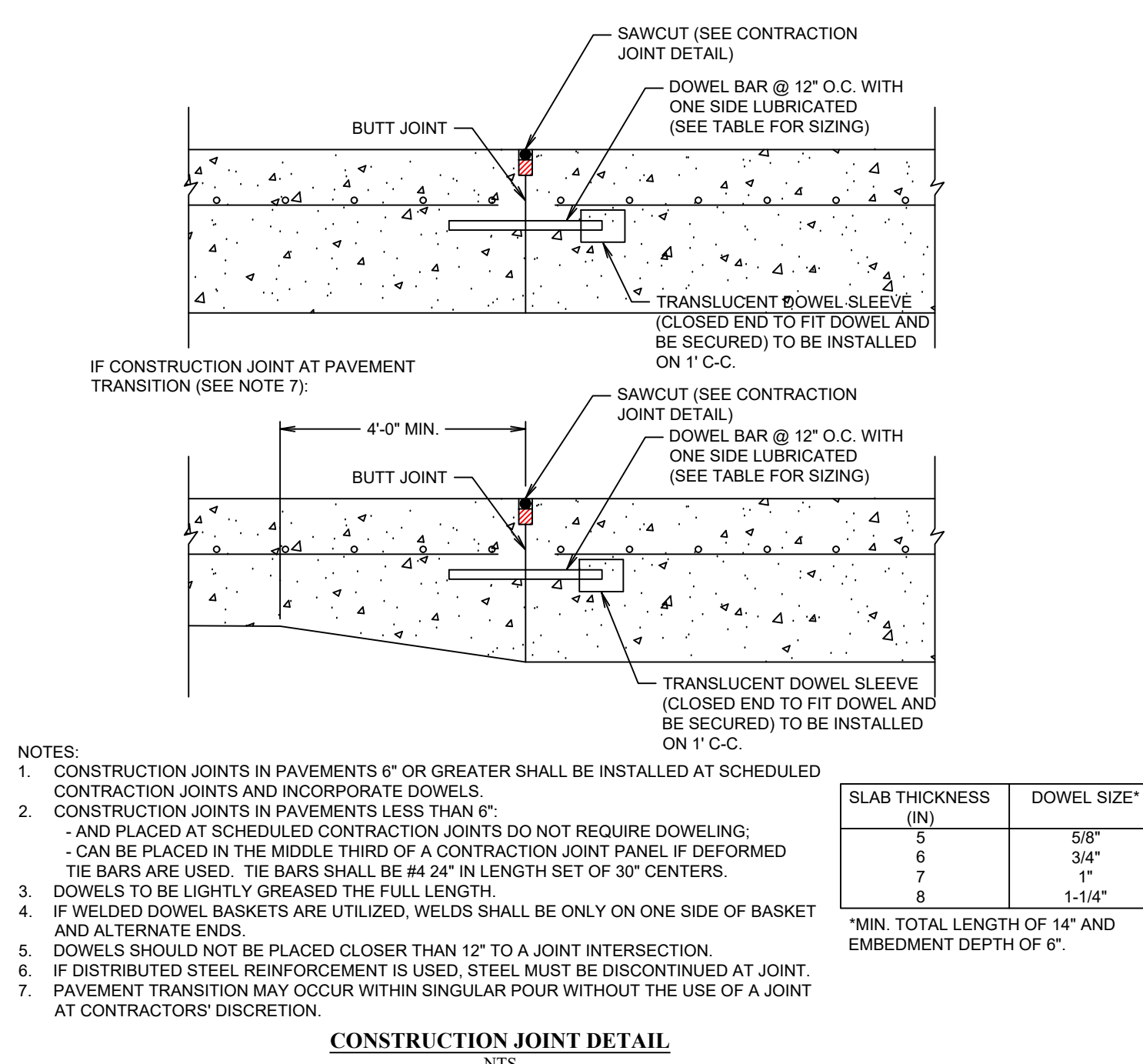
REENTRANT (INSIDE) CORNER REINFORCING



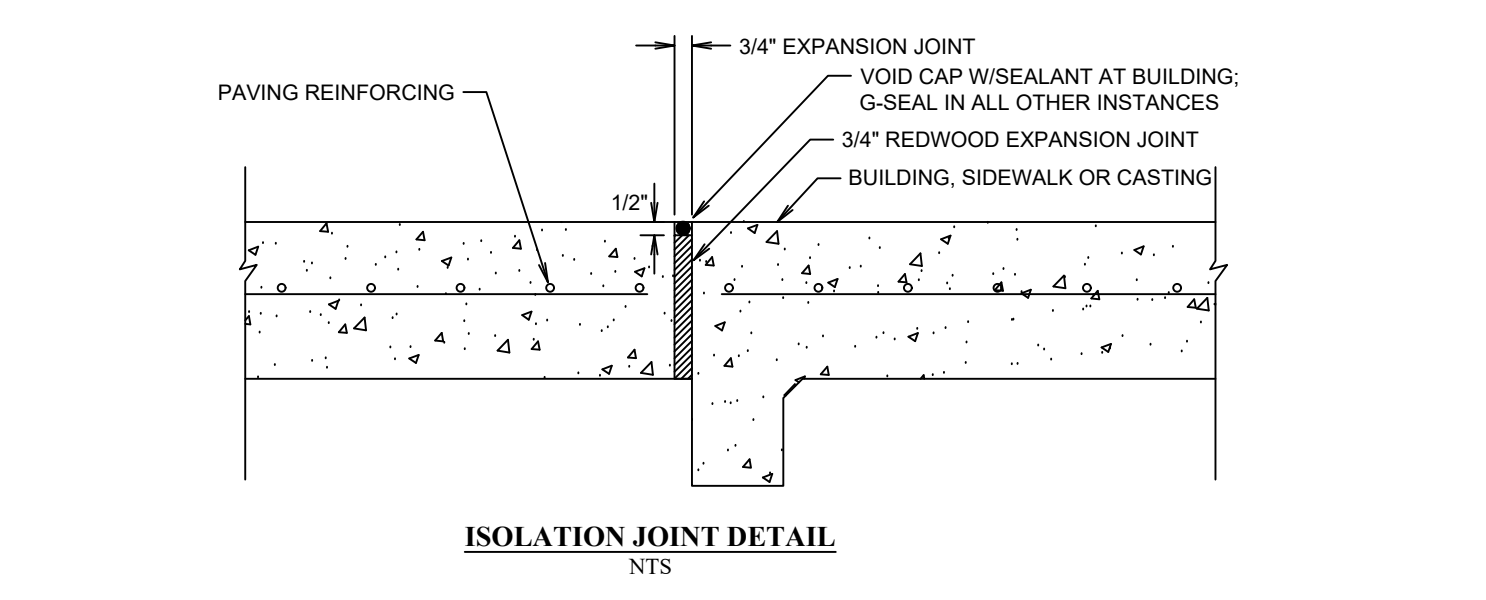
CONCRETE CURB



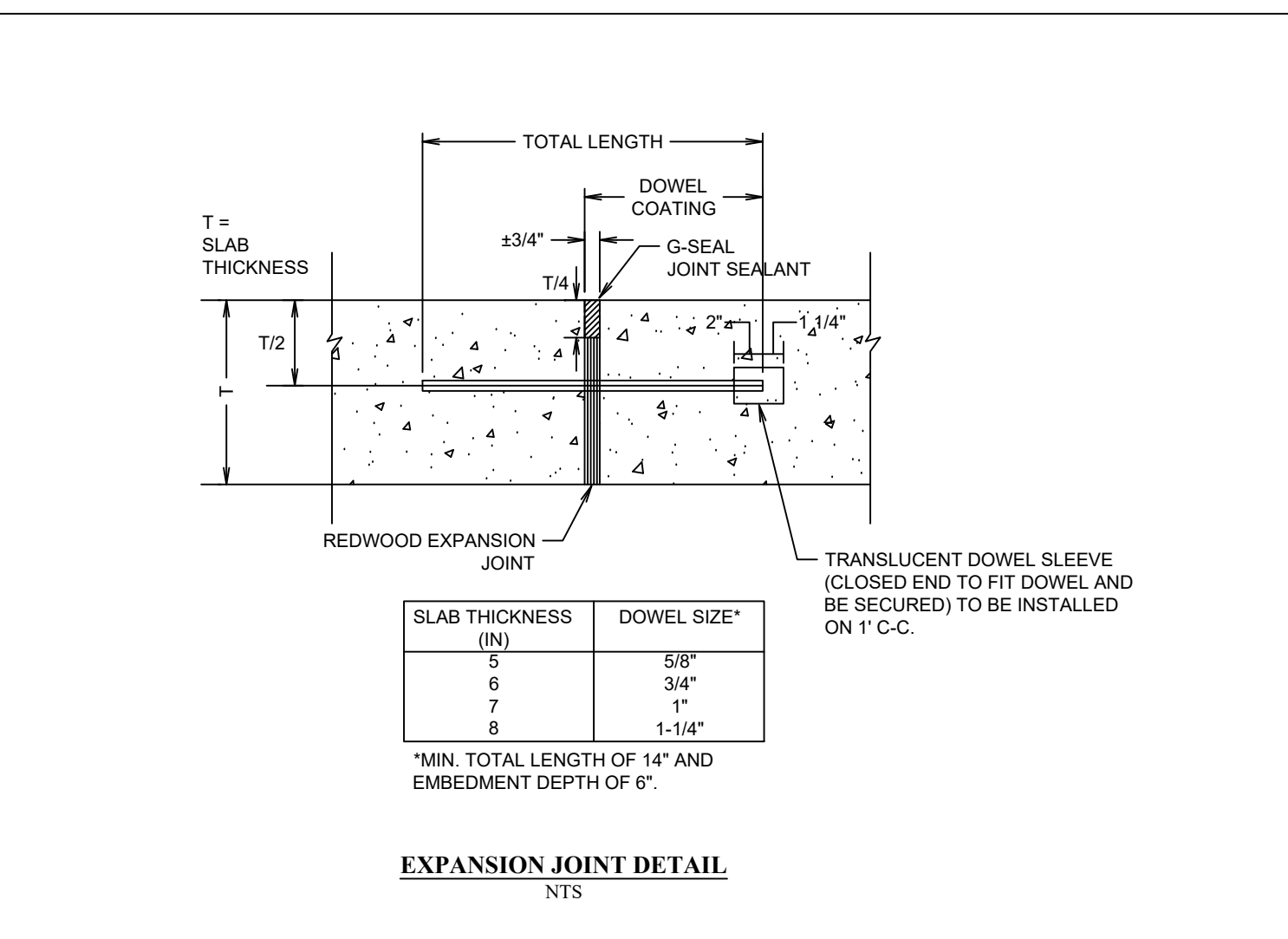
CONTRACTION/CONTROL JOINT DETAIL



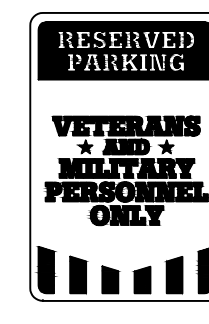
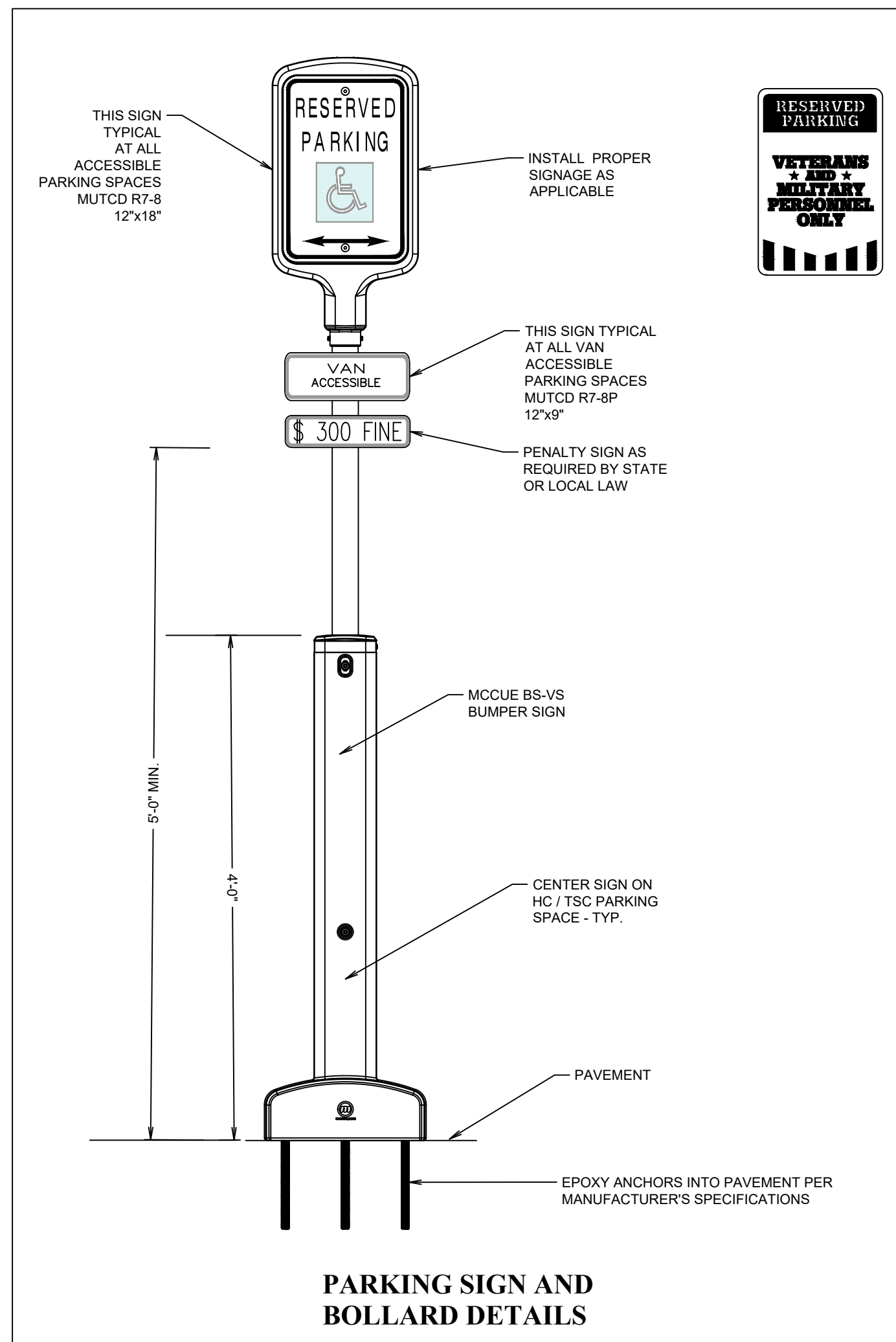
CONSTRUCTION JOINT DETAIL



ISOLATION JOINT DETAIL



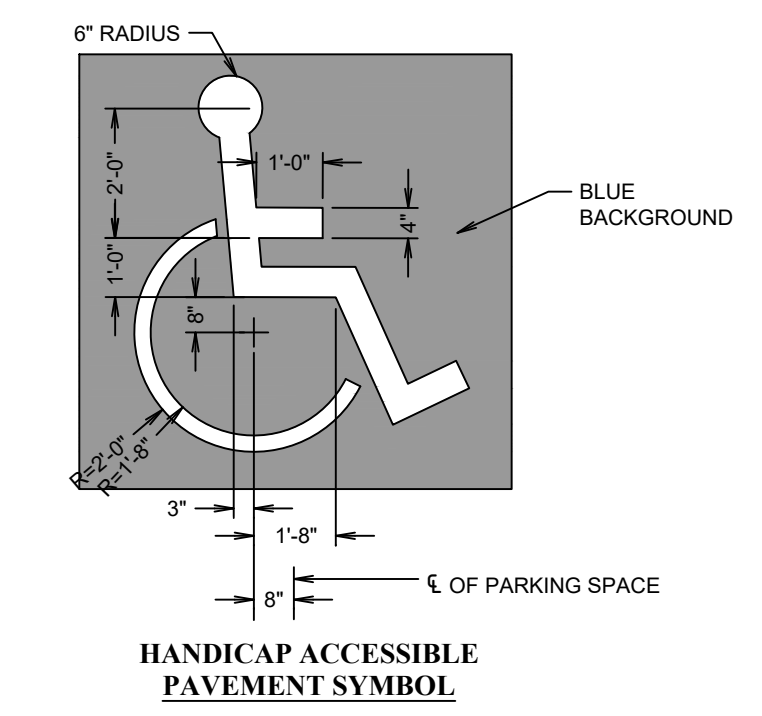
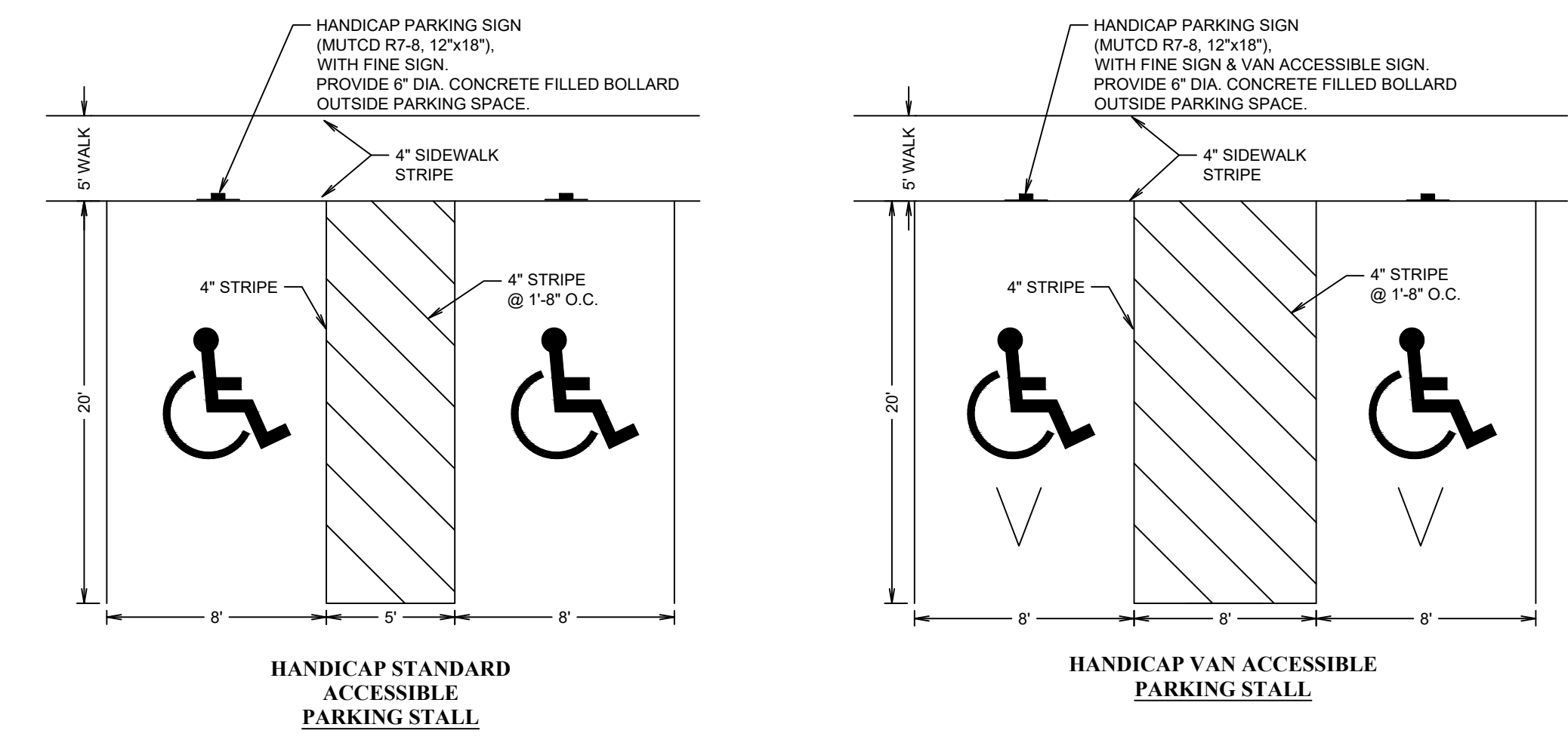
EXPANSION JOINT DETAIL



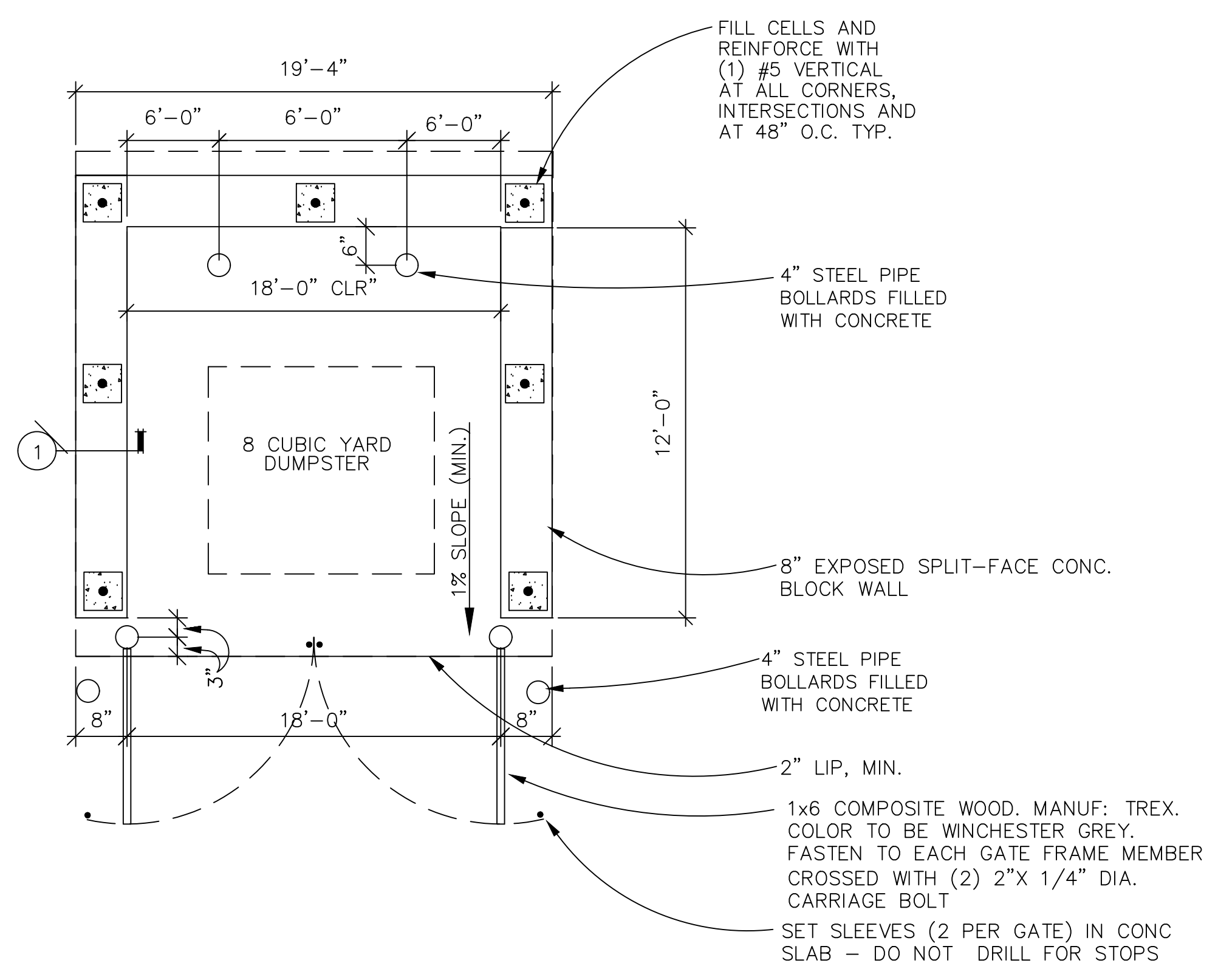
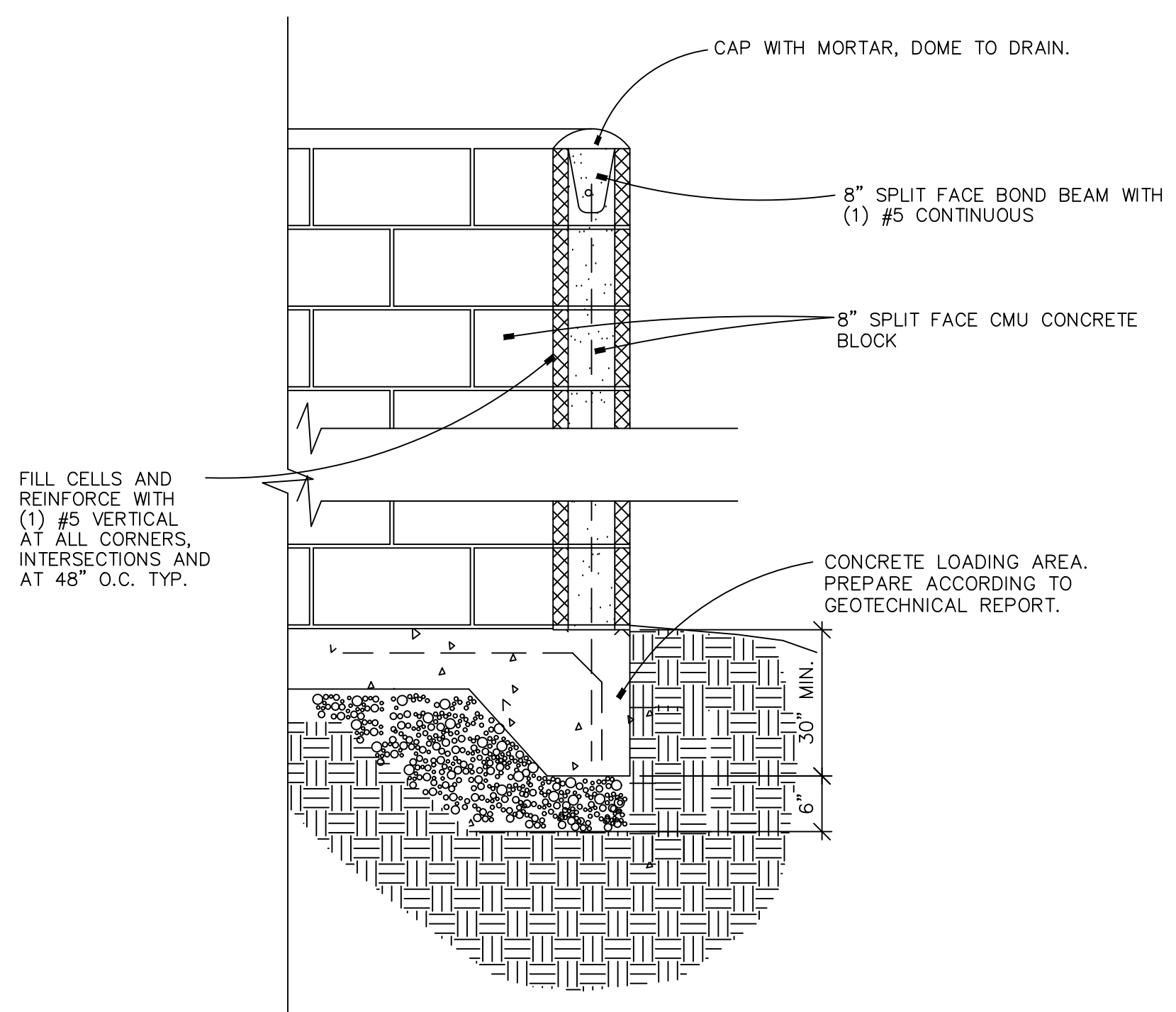
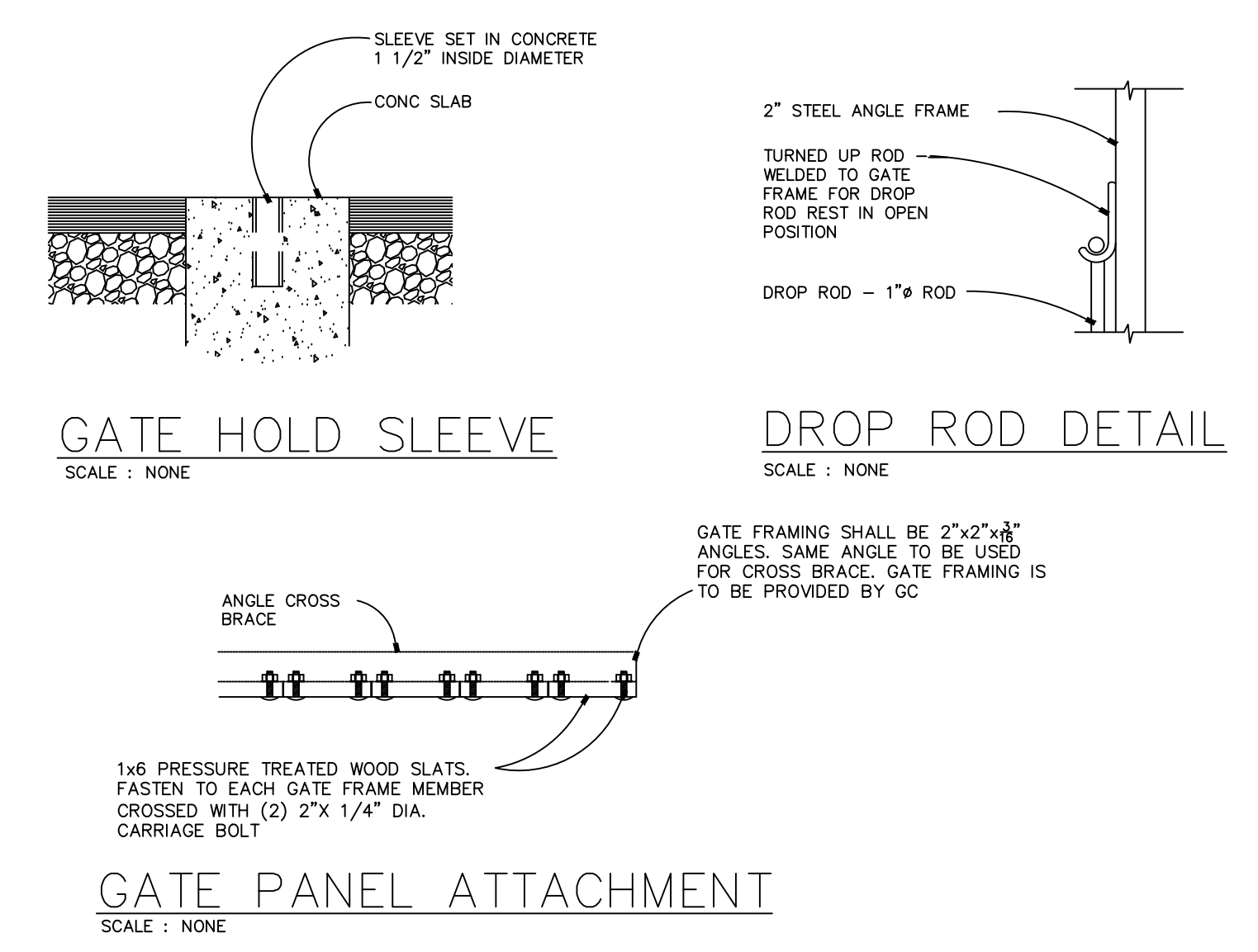
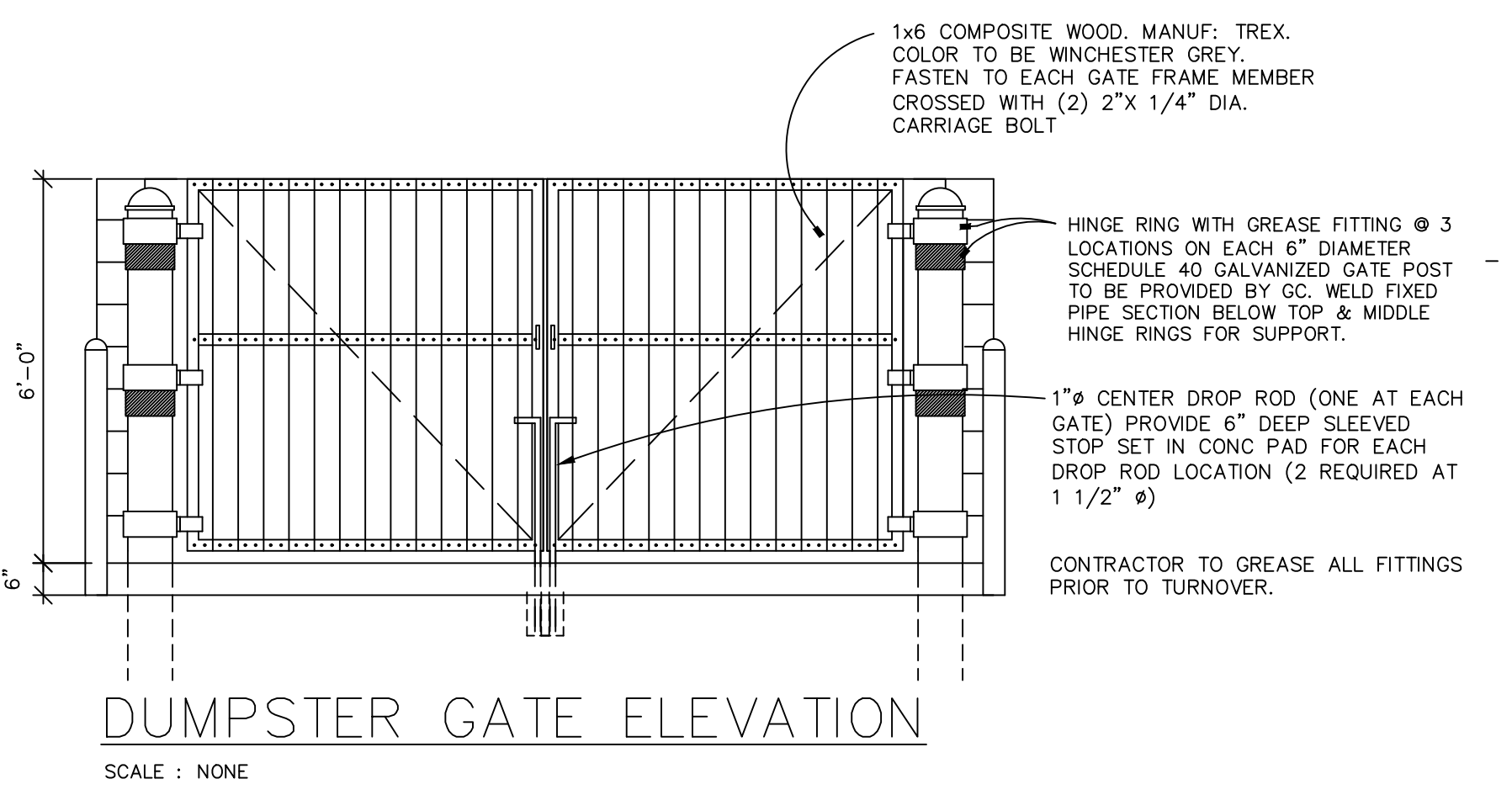
- NOTES:**
- EACH PARKING SPACE RESERVED FOR PERSONS WITH DISABILITIES SHALL BE IDENTIFIED BY A REGISTERED SIGN PROMINENTLY POSITIONED IMMEDIATELY ADJACENT TO AND VISIBLE FROM EACH PARKING SPACE OR SPACE. USE MUTCD SIGN R7-8 OR APPROVED EQUIV.
 - AN ADDITIONAL SIGN OR ADDITIONAL LANGUAGE BELOW THE SYMBOL OF ACCESSIBILITY SHALL STATE \$50 TO \$500 FINE FOR THE AID.
 - VAN ACCESSIBLE SPACES SHALL HAVE AN ADDITIONAL SIGN OR ADDITIONAL LANGUAGE STATE VAN ACCESSIBLE BELOW THE SYMBOL OF ACCESSIBILITY. USE MUTCD SIGN R7-8P OR APPROVED EQUIV.
 - SIGNS IDENTIFYING ACCESSIBLE PARKING SPACES SHALL BE LOCATED SO THEY CANNOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.
 - THE BOTTOM OF THE LOWEST SIGN OR PLACARD PANEL SHALL BE A MINIMUM OF 6'-6" ABOVE THE SURF OF THE DRIVEWAY WHEN ADJACENT TO AN ACCESSIBLE PATH.
 - REFER TO DETAIL ON THIS SHEET FOR THE ACCESSIBLE SIGN POST DETAIL.



ACCESSIBLE PARKING SIGN DETAIL
NOT TO SCALE



HANDICAP PARKING DETAILS



DUMPSTER ENCLOSURE DETAIL
SCALE: NONE

PREPARED BY:
SEA
13747 MONTFORT DR
SUITE 275
DALLAS, TX 75240
214-678-9968

PREPARED FOR:
REESE REAL ESTATE DEVELOPMENT PARTNERS
1076 SUMMIT DRIVE
MIDDLETOWN, OHIO 45042
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MATT GAUNTT 61596 8/16/23
TYPE OR PRINT NAME PER DATE

PROJECT NOTES:

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BENCHMARK 1:
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E: 483352.17

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ELEVATION: 928.93
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BENCHMARK 4:
HYDRANT - TNH
ELEVATION: 927.66
N: 186124.24
E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC
PROJECT ADDRESS
DUNDAS, MN

CONSTRUCTION DETAILS

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
SCALE:	NTS
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SHEET No.	C14
OF 18 SHEETS	

FILE NAME: L:\03-217-003-ree-sea-bc-bollard-enclosure-dumpster-production-sheet011-construction-details.dwg, DATE PLOTTED: 8/16/2023 10:51:21 AM



F:\2023\B2305375\CAD\B2305375.dwg, Geotech, 7/18/2023 6:37:14 AM

FILE NAME: I:\03_217_003_reese_dev_borings\borings\production\sheet18 borings.dwg, DATE PLOTTED: 8/16/2023 9:16:35 AM

PREPARED BY:
SEA
 13747 MONTFORT DR
 SUITE 275
 DALLAS, TX 75240
 214-678-9968

PREPARED FOR:
**REESE REAL ESTATE
 DEVELOPMENT
 PARTNERS**
 1076 SUMMIT DRIVE
 MIDDLETOWN, OHIO 45042
 (513) 849-8015

PRELIMINARY - FOR REVIEW ONLY
 THESE DOCUMENTS ARE FOR DESIGN REVIEW
 AND NOT INTENDED FOR CONSTRUCTION,
 BIDDING OR PERMIT PURPOSES. THEY WERE
 PREPARED BY, OR UNDER SUPERVISION OF:
 MATT GAULTT 61596 8/16/23
 TYPE OR PRINT NAME FE# DATE

PROJECT NOTES:

BENCHMARKS:

- BENCHMARK 1:
 HYDRANT - TNH
 ELEVATION: 924.27'
 N: 186414.14
 E: 483352.17
- BENCHMARK 2:
 HYDRANT - TNH
 ELEVATION: 928.93'
 N: 185982.21
 E: 483286.41
- BENCHMARK 3:
 HYDRANT - TNH
 ELEVATION: 929.07'
 N: 185704.53
 E: 75357.81
- BENCHMARK 4:
 HYDRANT - TNH
 ELEVATION: 927.66'
 N: 186124.24
 E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC
 PROJECT ADDRESS
 DUNDAS, MN

BORING LOGS

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
SCALE:	NTS
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SHEET No.	C15
OF 18 SHEETS	

03-217-003-REESE DEV-TSC



LOG OF BORING

Project Number B2305375 Geotechnical Evaluation Commercial Development Intersection of Schilling Drive and Access Road Dundas, Minnesota		BORING: ST-1			
DRILLER: C. Whitford		LOGGED BY: R. Jett			
SURFACE ELEVATION: 925.8 ft		RIG: 75011			
METHOD: 3 1/4" HSA		SURFACING: Grass			
WEATHER: Sunny		DATE: 07/13/23			
Elev./Depth ft	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
925.4 0.4	SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown to black, moist (TOPSOIL FILL) FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, organic, contains seams of Clay, dark brown, moist	7-9-4 (12) 12"			
921.3 4.5	FILL: SILTY SAND with GRAVEL (SM), fine to coarse-grained, brown, moist	7-7-8 (15) 15"		6	P200=15%
918.0 7.0	FILL: CLAYEY SAND (SC), trace Gravel, organic, black, moist	40-50/2" (REF) 0"			Drillers noted rocks and hard drilling with poor sample recovery below 7 feet
915.5 9.5	FILL: SILTY SAND (SM), fine to medium-grained, little Gravel, brown, moist	50/0" (REF) 0"			No recovery at 10 feet
913.8 12.0	SANDSTONE, light brown, moist, decomposed, Limestone pieces, hand deformed sample classified as "POORLY GRADED SAND WITH GRAVEL (SP)" (APPARENT BEDROCK)	50/4" (REF) 4"			Auger met refusal at 13.6 feet
912.2 13.6	END OF BORING Boring then backfilled with auger cuttings	50/1" (REF) 1"			Water not observed while drilling.



LOG OF BORING

Project Number B2305375 Geotechnical Evaluation Commercial Development Intersection of Schilling Drive and Access Road Dundas, Minnesota		BORING: ST-2			
DRILLER: C. Whitford		LOGGED BY: R. Jett			
SURFACE ELEVATION: 925.0 ft		RIG: 75011			
METHOD: 3 1/4" HSA		SURFACING: Grass			
WEATHER: Sunny		DATE: 07/13/23			
Elev./Depth ft	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
924.5 0.5	SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist (TOPSOIL FILL) FILL: POORLY GRADED GRAVEL with SAND (GP), crushed Sandstone pieces, light brown, moist	6-14-9 (23) 10"			
922.0 3.0	FILL: CLAYEY SAND (SC), trace Gravel, organic, black, moist	6-3-5 (8) 12"		22	Drillers noted hard drilling below 5 feet
918.0 7.0	FILL: SILTY SAND (SM), fine to medium-grained, little Gravel, brown, moist	14-13-12 (25) 16"		10	Wet at 8 feet
915.5 9.5	SANDSTONE, brown, moist, decomposed, hand deformed sample classified as "SILTY SAND (SM)" (APPARENT BED ROCK)	50/4" (REF) 1"			
911.2 13.8	END OF BORING Boring then backfilled with auger cuttings	50/4" (REF) 2"			Auger met refusal at 13.8 feet Water observed at 8.4 feet while drilling.



LOG OF BORING

Project Number B2305375 Geotechnical Evaluation Commercial Development Intersection of Schilling Drive and Access Road Dundas, Minnesota		BORING: ST-3			
DRILLER: C. Whitford		LOGGED BY: R. Jett			
SURFACE ELEVATION: 925.0 ft		RIG: 75011			
METHOD: 3 1/4" HSA		SURFACING: Grass			
WEATHER: Sunny		DATE: 07/13/23			
Elev./Depth ft	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
925.0 0.2	SILTY SAND (SM), fine to medium-grained, trace Gravel, brown, moist (TOPSOIL FILL) FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, organic, black, moist	8-9-8 (17) 14"			
920.6 4.5	FILL: CLAYEY SAND (SC), trace Gravel, brown, moist	3-4-6 (10) 18"		11	Drillers noted hard drilling below 5 feet
917.7 7.4	END OF BORING Boring then backfilled with auger cuttings	50/4" (REF) 0"			Auger met refusal at 7.4 feet Water not observed while drilling.



LOG OF BORING

Project Number B2305375 Geotechnical Evaluation Commercial Development Intersection of Schilling Drive and Access Road Dundas, Minnesota		BORING: ST-4			
DRILLER: C. Whitford		LOGGED BY: R. Jett			
SURFACE ELEVATION: 924.2 ft		RIG: 75011			
METHOD: 3 1/4" HSA		SURFACING: Grass			
WEATHER: Sunny		DATE: 07/13/23			
Elev./Depth ft	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
923.8 0.3	SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist (TOPSOIL FILL) FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, slightly organic, black, moist	4-9-14 (23) 12"		14	Drillers noted hard drilling with poor sample recovery below 2 feet
919.7 4.5	FILL: Crushed rock, light gray	29-50/5" (REF) 4"			
917.2 7.0	SANDSTONE, light brown, moist, decomposed, hand deformed sample classified as "POORLY GRADED SAND (SP)" (APPARENT BEDROCK)	50/3" (REF) 2"			
912.0 12.2	END OF BORING Boring then backfilled with auger cuttings	50/2" (REF) 2"			Water observed at 12.0 feet while drilling.



LOG OF BORING

Project Number B2305375 Geotechnical Evaluation Commercial Development Intersection of Schilling Drive and Access Road Dundas, Minnesota		BORING: ST-5			
DRILLER: C. Whitford		LOGGED BY: R. Jett			
SURFACE ELEVATION: 925.3 ft		RIG: 75011			
METHOD: 3 1/4" HSA		SURFACING: Grass			
WEATHER: Sunny		DATE: 07/13/23			
Elev./Depth ft	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
924.7 0.6	SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist (TOPSOIL FILL) FILL: SILTY SAND (SM), fine to medium-grained, trace Gravel, brown, moist	6-7-10 (17) 10"		9	
920.8 4.5	FILL: POORLY GRADED SAND with GRAVEL (SP), fine to coarse-grained, brown, moist	6-36-8 (44) 10"			Drillers noted hard drilling with poor sample recovery below 5 feet
915.3 10.0	SANDSTONE, light brown, moist, decomposed, Contains seams of Clay, hand deformed sample classified as "POORLY GRADED SAND (SP)" (APPARENT BEDROCK)	50/0" (REF) 0"		8	No recovery at 7 feet
910.8 14.5	END OF BORING Boring then backfilled with auger cuttings	41-50/4" (REF) 6"			
		39-50/4" (REF) 6"			Water observed at 7.5 feet while drilling.



LOG OF BORING

Project Number B2305375 Geotechnical Evaluation Commercial Development Intersection of Schilling Drive and Access Road Dundas, Minnesota		BORING: ST-6			
DRILLER: C. Whitford		LOGGED BY: R. Jett			
SURFACE ELEVATION: 925.8 ft		RIG: 75011			
METHOD: 3 1/4" HSA		SURFACING: Grass			
WEATHER: Sunny		DATE: 07/13/23			
Elev./Depth ft	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
924.8 1.1	SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist (TOPSOIL FILL) FILL: POORLY GRADED GRAVEL with SAND (GP), fine to coarse-grained, light brown, moist	19-29-17 (46) 8"			Drillers noted hard drilling with poor sample recovery below 2 feet
921.3 4.5	FILL: CLAYEY SAND (SC), trace Gravel, organic, black, moist	4-5-5 (10) 12"		19	OC=5%
918.8 7.0	FILL: CLAYEY SAND (SC), trace Gravel, brown, moist	19-10-5 (15) 5"			
916.3 9.5	SANDSTONE, light brown, moist, decomposed, Sandstone lenses, hand deformed sample classified as "CLAYEY SAND and SILTY SAND (SC and SM)" (APPARENT BEDROCK)	3-4-4 (8) 12"			
914.8 11.0	END OF BORING Boring then backfilled with auger cuttings				Water not observed while drilling.

PREPARED BY:



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SUITE 275
DALLAS, TX 75240
214-678-9968

PREPARED FOR:

**REESE REAL ESTATE
DEVELOPMENT
PARTNERS**

1076 SUMMIT DRIVE
MIDDLETOWN, OHIO 45042
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MATT GAUNTT 61596 8/16/23
TYPE OR PRINT NAME PER DATE

PROJECT NOTES:

BENCHMARKS:

- BENCHMARK 1:
HYDRANT - TNH
ELEVATION: 924.27'
N: 186414.14
E: 483352.17
- BENCHMARK 2:
HYDRANT - TNH
ELEVATION: 928.93'
N: 186982.21
E: 483286.41
- BENCHMARK 3:
HYDRANT - TNH
ELEVATION: 929.07'
N: 185104.53
E: 483567.81
- BENCHMARK 4:
HYDRANT - TNH
ELEVATION: 927.66'
N: 186124.24
E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC

PROJECT ADDRESS
DUNDAS, MN

BORING LOGS

PROJECT NUMBER: 03-217-003

DATE: 8/16/23

DRAFTED BY: BML

DESIGNED BY: BML

CHECKED BY: MAG

SCALE: NTS

SHEET No.

C16

OF 18 SHEETS

03-217-003-REESE DEV-71.SCD

FILE NAME: L:\03-217-003-ree-se-dev-borings\mxd\borings\production\sheet\03 borings\borings\03-217-003-REESE DEV-71.SCD



LOG OF BORING

Project Number B2305375		BORING: ST-7				
Geotechnical Evaluation		LOCATION: See attached sketch				
Commercial Development		DATUM: NAD 1983 HARN Adj MN Rice (US Feet)				
Intersection of Schilling Drive and Access Road		NORTHING: 185920 EASTING: 483404				
Dundas, Minnesota		START DATE: 07/13/23 END DATE: 07/13/23				
DRILLER: C. Whitford	LOGGED BY: R. Jett	SURFACING: Grass WEATHER: Sunny				
SURFACE ELEVATION: 924.4 ft	RIG: 75011	METHOD: 3 1/4" HSA				
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
924.2 0.3		SILTY SAND (SM), fine to medium-grained, trace Gravel, brown, moist (TOPSOIL FILL) FILL: SILTY SAND with GRAVEL (SM), fine to coarse-grained, organic layers, light brown, moist	9-8-9 (17) 8"		10	Drillers noted hard drilling with poor sample recovery below 2 feet
			8-10-17 (27) 10"			
			13-15-17 (32) 0"			No recovery at 7 feet
914.9 9.5		SANDSTONE, light brown, moist, decomposed, hand deformed sample classified as "SILTY SAND and CLAYEY SAND" (SM and SC) (APPARENT BEDROCK)	19-14-28 (42) 12"			Water not observed while drilling.
913.4 11.0		END OF BORING Boring then backfilled with auger cuttings				



LOG OF BORING

Project Number B2305375		BORING: ST-8				
Geotechnical Evaluation		LOCATION: See attached sketch				
Commercial Development		DATUM: NAD 1983 HARN Adj MN Rice (US Feet)				
Intersection of Schilling Drive and Access Road		NORTHING: 186058 EASTING: 483501				
Dundas, Minnesota		START DATE: 07/13/23 END DATE: 07/13/23				
DRILLER: C. Whitford	LOGGED BY: R. Jett	SURFACING: Grass WEATHER: Sunny				
SURFACE ELEVATION: 923.3 ft	RIG: 75011	METHOD: 3 1/4" HSA				
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
921.3 2.0		SILTY SAND (SM), fine to coarse-grained, little Gravel, dark brown, moist (TOPSOIL FILL)	4-6-10 (16) 12"		15	OC=4%
		FILL: SANDY LEAN CLAY (CL), trace Gravel, slightly organic, black, moist	10-4-9 (13) 12"			
916.3 7.0		FILL: SILTY SAND with GRAVEL (SM), fine to coarse-grained, brown, wet	4-9-14 (23) 4"			Drillers noted hard drilling with poor sample recovery below 7 feet
913.1 10.2		END OF BORING Boring then backfilled with auger cuttings	50/2" (REF) 0"			No recovery at 10 feet Water observed at 7.0 feet while drilling.



LOG OF BORING

Project Number B2305375		BORING: ST-9				
Geotechnical Evaluation		LOCATION: See attached sketch				
Commercial Development		DATUM: NAD 1983 HARN Adj MN Rice (US Feet)				
Intersection of Schilling Drive and Access Road		NORTHING: 186168 EASTING: 483600				
Dundas, Minnesota		START DATE: 07/13/23 END DATE: 07/13/23				
DRILLER: C. Whitford	LOGGED BY: R. Jett	SURFACING: Grass WEATHER: Sunny				
SURFACE ELEVATION: 922.6 ft	RIG: 75011	METHOD: 3 1/4" HSA				
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
922.3 0.3		SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist (TOPSOIL FILL) FILL: SILTY SAND (SM), fine to medium-grained, little Gravel, black, moist	6-8-9 (17) 10"			Drillers noted hard drilling below 2 feet
918.1 4.5		FILL: CLAYEY SAND (SC), trace Gravel, brown, moist	6-8-8 (16) 12"			
914.6 8.0		SANDSTONE, light brown to orangish brown, moist, decomposed, hand deformed sample classified as "SILTY SAND" (SM) (APPARENT BEDROCK)	7-8-7 (15) 18"		14	P200=23%
911.6 11.0		END OF BORING Boring then backfilled with auger cuttings	4-8-14 (22) 18"			Water not observed while drilling.



LOG OF BORING

Project Number B2305375		BORING: ST-10				
Geotechnical Evaluation		LOCATION: See attached sketch				
Commercial Development		DATUM: NAD 1983 HARN Adj MN Rice (US Feet)				
Intersection of Schilling Drive and Access Road		NORTHING: 186243 EASTING: 483678				
Dundas, Minnesota		START DATE: 07/13/23 END DATE: 07/13/23				
DRILLER: C. Whitford	LOGGED BY: R. Jett	SURFACING: Grass WEATHER: Sunny				
SURFACE ELEVATION: 921.9 ft	RIG: 75011	METHOD: 3 1/4" HSA				
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
921.4 0.5		SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist (TOPSOIL FILL) FILL: SILTY SAND with GRAVEL (SM), fine to coarse-grained, brown, moist	6-8-9 (17) 5"		5	Drillers noted hard drilling below 2 feet
917.4 4.5		SANDSTONE, light brown to white, moist, decomposed, Limestone pieces, hand deformed sample classified as "POORLY GRADED SAND" (SP) (APPARENT BEDROCK)	50/2" (REF) 2"			
			50/4" (REF) 4"			
912.0 9.9		END OF BORING Boring then backfilled with auger cuttings	50/5" (REF) 3"			Water not observed while drilling.



LOG OF BORING

Project Number B2305375		BORING: ST-11				
Geotechnical Evaluation		LOCATION: See attached sketch				
Commercial Development		DATUM: NAD 1983 HARN Adj MN Rice (US Feet)				
Intersection of Schilling Drive and Access Road		NORTHING: 186217 EASTING: 483763				
Dundas, Minnesota		START DATE: 07/13/23 END DATE: 07/13/23				
DRILLER: C. Whitford	LOGGED BY: R. Jett	SURFACING: Grass WEATHER: Sunny				
SURFACE ELEVATION: 923.5 ft	RIG: 75011	METHOD: 3 1/4" HSA				
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
923.1 0.3		SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist (TOPSOIL FILL) FILL: SILTY SAND with GRAVEL (SM), fine to coarse-grained, trace Gravel, contains seams of Clay, brown, moist	4-6-7 (13) 13"		8	P200=25%
919.0 4.5		FILL: POORLY GRADED SAND with SILT and GRAVEL (SP-SM), fine to coarse-grained, light brown, moist	11-9-17 (26) 14"			
			50/1" (REF) 0"			No recovery at 7 feet
			50/4" (REF) 0"			No recovery at 10 feet
911.2 12.3		END OF BORING Boring then backfilled with auger cuttings	50/3" (REF) 0"			No recovery at 12 feet Water not observed while drilling.



LOG OF BORING

Project Number B2305375		BORING: ST-12				
Geotechnical Evaluation		LOCATION: See attached sketch				
Commercial Development		DATUM: NAD 1983 HARN Adj MN Rice (US Feet)				
Intersection of Schilling Drive and Access Road		NORTHING: 186125 EASTING: 483797				
Dundas, Minnesota		START DATE: 07/13/23 END DATE: 07/13/23				
DRILLER: C. Whitford	LOGGED BY: R. Jett	SURFACING: Grass WEATHER: Sunny				
SURFACE ELEVATION: 924.7 ft	RIG: 75011	METHOD: 3 1/4" HSA				
Elev./Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Blows (N-Value) Recovery	q _s tsf	MC %	Tests or Remarks
924.2 0.6		SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist (TOPSOIL FILL) FILL: SILTY SAND (SM), fine to coarse-grained, little Gravel, brown, moist	7-10-27 (37) 4"			
920.2 4.5		FILL: SILTY SAND with GRAVEL (SM), fine to coarse-grained, brown, moist	7-7-7 (14) 10"		5	Drillers noted hard drilling with poor sample recovery below 5 feet P200=14%
917.7 7.0		SANDSTONE, light brown, moist to wet, decomposed, Limestone pieces, hand deformed sample classified as "POORLY GRADED SAND WITH SILT" (SP-SM) (APPARENT BEDROCK)	50/5" (REF) 4"			
			50/5" (REF) 4"			
912.6 12.1		END OF BORING Boring then backfilled with auger cuttings	50/1" (REF) 0"			No recovery at 12 feet Water observed at 10.0 feet while drilling.

PREPARED BY:



13747 MONTFORT DR
SUITE 275
DALLAS, TX 75240
214-678-9968

PREPARED FOR:

**REESE REAL ESTATE
DEVELOPMENT
PARTNERS**

1076 SUMMIT DRIVE
MIDDLETOWN, OHIO 45042
(513) 849-8015

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MATT GAUNTT 61596 8/16/23
TYPE OR PRINT NAME FE# DATE

PROJECT NOTES:

BENCHMARKS:

BENCHMARK 1:
HYDRANT - TNH
ELEVATION: 924.27'
N: 186414.14
E: 483352.17

BENCHMARK 2:
HYDRANT - TNH
ELEVATION: 928.93'
N: 186892.21
E: 483286.41

BENCHMARK 3:
HYDRANT - TNH
ELEVATION: 929.07'
N: 185104.53
E: 763567.81

BENCHMARK 4:
HYDRANT - TNH
ELEVATION: 927.66'
N: 186124.24
E: 483927.22

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION
-----	------	----	-------------

REESE DEV - TSC

PROJECT ADDRESS
DUNDAS, MN

BORING LOGS

PROJECT NUMBER: 03-217-003

DATE: 8/16/23 SCALE: NTS

DRAFTED BY: BML SHEET No.

DESIGNED BY: BML **C17**

CHECKED BY: MAG OF 18 SHEETS

03-217-003-REESE DEV-71.SD

FILE NAME: I:\03_217_003_reese_dev_bor_logs\mxd\bor_logs.dwg, DATE PLOTTED: 8/16/2023 9:16:56 AM

PROJECT NOTES:

BENCHMARKS:

BENCHMARK 1: HYDRANT - TNH ELEVATION: 924.27' N: 186414.14 E: 483352.17	BENCHMARK 2: HYDRANT - TNH ELEVATION: 928.93' N: 186862.21 E: 483286.41	BENCHMARK 3: HYDRANT - TNH ELEVATION: 929.07' N: 185704.53 E: 483567.81	BENCHMARK 4: HYDRANT - TNH ELEVATION: 927.66' N: 186124.24 E: 483927.22
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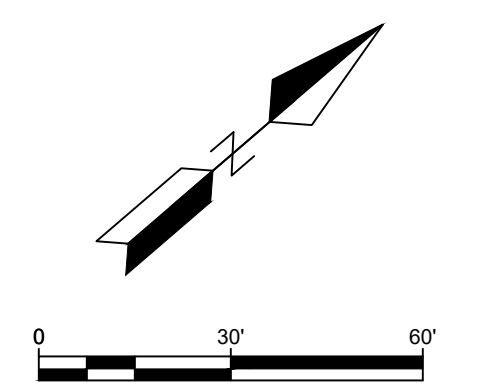
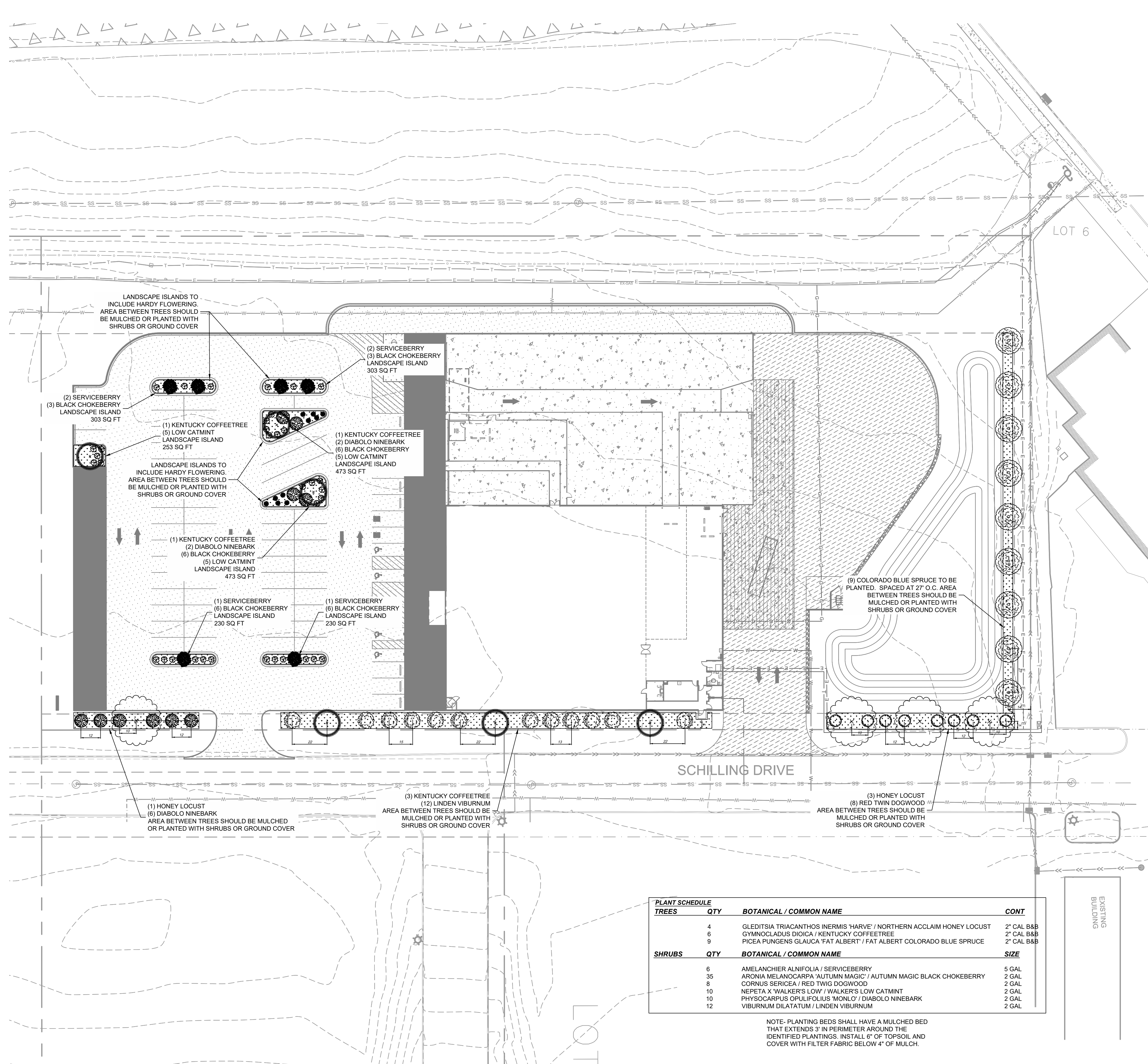
REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION

REESE DEV - TSC
 PROJECT ADDRESS
 DUNDAS, MN

LANDSCAPE PLAN

PROJECT NUMBER:	03-217-003
DATE:	8/16/23
SCALE:	1"=30'
DRAFTED BY:	BML
DESIGNED BY:	BML
CHECKED BY:	MAG
SHEET No.	L1
OF 18 SHEETS	



LEGEND

- NORTHERN ACCLAIM HONEY LOCUST
- KENTUCKY COFFEETREE
- FAT ALBERT COLORADO BLUE SPRUCE
- SERVICEBERRY
- LINDEN VIBURNUM
- RED TWIG DOGWOOD
- DIABOLO NINEBARK
- AUTUMN MAGIC BLACK CHOKEBERRY
- WALKER'S LOW CATMINT

STREET TREES

- A. TREES ARE TO BE PURCHASED ONLY FROM NURSERIES IN NORTHERN REGIONS WHICH ARE COMPATIBLE WITH THE CLIMATE OF THE CITY OF DUNDAS. ALL PLANT MATERIAL SHALL BE TRUE TO NAME AND TYPE, AND FIRST-CLASS REPRESENTATIVES OF THEIR SPECIES OR VARIETY. THEY SHALL HAVE NORMAL, WELL DEVELOPED BRANCHES, BE HEALTHY, VIGOROUS PLANTS FREE FROM DISFIGUREMENTS. EITHER BARE ROOT OR BALLED AND BURLAPED TREES ARE ACCEPTABLE. ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK.
- B. THE STREET TREES SHALL BE CENTERED BETWEEN THE BACK OF THE CURB AND THE STREET SIDE OF THE EXISTING OR FUTURE SIDEWALKS. THE TREES SHALL ALSO BE LOCATED FIVE (5) FEET FROM ALL SEWER AND WATER LATERALS, AND TEN (10) FEET FROM DRIVEWAYS, LIGHT POLES AND FIRE HYDRANTS. NO STREET TREES SHALL BE PLANTED WITHIN 35 FEET OF ANY STREET CORNER, MEASURED FROM THE POINT OF NEAREST INTERSECTING CURB LINES.
- C. ALL STREET TREES PLANTED SHALL BE OF MINIMUM SIZE OF 2" CALIPER. SAID CALIPER READING SHALL BE TAKEN 6" ABOVE THE GROUND SURFACE.
- D. THE SIZE FOR THE TREE INSTALLATION HOLE SHALL BE A MINIMUM OF 36" IN DIAMETER. TREES SHALL BE PLANTED WITH THE ROOT COLLAR AT SURFACE LEVEL. FOR BALLED TREES, THE HOLE SHALL BE 18" LARGER THAN THE LARGEST DIAMETER OF THE BALL AND NO DEEPER THAN THE BALL.
- E. SOIL FOR BACKFILLING AROUND ROOTS AND/OR ROOT BALLS SHALL BE THE EXISTING SOIL FROM THE EXCAVATION. WHERE EXISTING SOIL IS ROCKY AND POOR QUALITY, THE LOCAL BROWN TOPSOIL MAY BE USED. SOIL SHALL BE PULVERIZED AND SCREENED. ALL MATERIAL DUG FROM THE PLANT HOLES AND NOT USED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IMMEDIATELY AFTER PLANTING. SOIL AROUND ROOTS AND BALLS SHALL BE THOROUGHLY WATERED.
- F. AT THE TIME OF PLANTING, TREES SHALL BE PRUNED TO REMOVE DEAD, BROKEN, OR DISEASED BRANCHES OR CROSS BRANCHES THAT MAY RUB. AS MUCH OF THE CROWN AS POSSIBLE SHALL BE MAINTAINED TO CREATE FOOD FOR THE TREE. TREES SHALL APPEAR SYMMETRICAL IN SHAPE AND APPEARANCE.
- G. PERSONS INSTALLING STREET TREES SHALL TAKE ALL NECESSARY PRECAUTIONS TO MINIMIZE THE DAMAGE TO EXISTING LAWNS. ANY DAMAGE TO EXISTING LAWNS SHALL BE REPAIRED BY PLACING TOPSOIL AND SEED IN THE DAMAGED AREA.
- H. UPON COMPLETION OF PLANTING, INDIVIDUAL PLANT HOLES SHALL BE OUTLINED WITH A SHOULDER OF SOIL PLACED OUTSIDE OF RIM OF HOLES TO FORM A SAUCER. WOOD MULCH MATERIAL SHALL BE PLACED TO COVER DISTURBED AREA TO A MINIMUM DEPTH OF FOUR (4) INCHES, BUT THERE WILL BE AN AIR GAP 1" WIDE AROUND THE TRUNK WITH NO MULCH.
- I. STREET TREES SHALL BE STAKED WITHIN ONE WEEK OF PLANTING, UNLESS THE CITY FORESTER WAIVES THIS DUE TO SIZE OR SPECIES, WITH A MINIMUM OF TWO WOOD POSTS THAT HAVE A MINIMUM DIAMETER OF 2-1/2 INCHES. THE MINIMUM LENGTH OF THE POSTS SHALL BE THE DEPTH OF THE BORE PLUS ONE-HALF THE HEIGHT OF THE TREE. THE POSTS SHALL BE INSTALLED AT LEAST ONE FOOT OUTSIDE THE DIAMETER OF THE TREE-PLANTING HOLE. THE TREE SHALL BE CONNECTED TO THE POSTS WITH A 2" X 1/16" STRAP OF SUCH DESIGN SO AS NOT TO DAMAGE THE TREE. THE TREE SHALL BE PLANTED AS PLUMB AS POSSIBLE AND THE CONTRACTOR SHALL MAINTAIN TREE PLUMBNESS THROUGHOUT THE GUARANTEE PERIOD. ALL STAKES SHALL BE REMOVED WITHIN ONE YEAR OF PLANTING.
- J. STREET TREES PLANTED BETWEEN JUNE 15 AND SEPTEMBER 15 SHALL BE BALLED AND BURLAPED.
- K. ALL INSTALLATION MUST BE INSPECTED BY THE CITY FORESTER, OR A REPRESENTATIVE. IF, IN THE SOLE OPINION OF THE CITY FORESTER, ADDITIONAL REMEDIES ARE NEEDED TO ASSURE THE STOCKING AND MAINTENANCE OF HEALTHY TREE SPECIMENS, ADDITIONAL REMEDIES MAY BE REQUIRED.
- L. STREET TREES INSTALLED BY THE CITY UNDER THESE SPECIFICATIONS SHALL BE GUARANTEED FOR ONE (1) GROWING SEASON. REPLACEMENT TREES UNDER THIS SECTION SHALL ALSO BE GUARANTEED FOR ONE (1) GROWING SEASON. REPLACEMENT OF TREES BEYOND THIS TWO (2) YEAR PERIOD SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

PARKING LOT LANDSCAPING

- 1) AMOUNT REQUIRED. IN PARKING LOTS, AT LEAST FIVE PERCENT (5%) OF THE INTERIOR PARKING AREA SHALL BE LANDSCAPED.
- 2) LOCATION. THE LANDSCAPING SHOULD BE LOCATED IN PROTECTED AREAS, SUCH AS ALONG WALKWAYS, IN RAISED CENTER ISLANDS PROTECTED BY CURB AND GUTTER, AT THE ENDS OF BAYS PROTECTED BY CURB AND GUTTER, OR BETWEEN PARKING STALLS. ALL LANDSCAPING IN PARKING AREAS AND ON THE STREET FRONTAGE SHALL BE PLACED SO THAT IT WILL NOT OBSTRUCT SIGHT DISTANCE.
- 3) AREAS BETWEEN TREES SHALL BE MULCHED OR PLANTED WITH SHRUBS OR GROUND COVER. ANY LANDSCAPED AREA THAT WILL BE UNDER THE OVERHANG OF VEHICLES SHALL BE MULCHED OR COVERED WITH DECORATIVE PAVING MATERIAL.

PARKING LOT LANDSCAPE

LANDSCAPE AREA	5% OF INTERIOR PARKING AREA SHOULD BE LANDSCAPED
43,089.5 SQ FT	PARKING AREA
2,154.5 SQ FT	REQUIRED LANDSCAPING AREA
2,265.0 SQ FT	PROVIDED LANDSCAPING AREA

PLANT SCHEDULE	TREES	QTY	BOTANICAL / COMMON NAME	CONT
		4	GLEDITSIA TRIACANTHOS 'INERMIS 'HARVE' / NORTHERN ACCLAIM HONEY LOCUST	2" CAL B&B
		6	GYMNOCADUS DIOICA / KENTUCKY COFFEETREE	2" CAL B&B
		9	PICEA PUNGENS GLAUCA 'FAT ALBERT' / FAT ALBERT COLORADO BLUE SPRUCE	2" CAL B&B
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	
	6	AMELANCHIER ALNIFOLIA / SERVICEBERRY	5 GAL	
	35	ARONIA MELANOCARPA 'AUTUMN MAGIC' / AUTUMN MAGIC BLACK CHOKEBERRY	2 GAL	
	8	CORNUS SERICEA / RED TWIG DOGWOOD	2 GAL	
	10	NEPETA 'WALKER'S LOW' / WALKER'S LOW CATMINT	2 GAL	
	10	PHYSOCARPUS OPULIFOLIUS 'MONLO' / DIABOLO NINEBARK	2 GAL	
	12	VIBURNUM DILATATUM / LINDEN VIBURNUM	2 GAL	

NOTE- PLANTING BEDS SHALL HAVE A MULCHED BED THAT EXTENDS 3' IN PERIMETER AROUND THE IDENTIFIED PLANTINGS. INSTALL 6" OF TOPSOIL AND COVER WITH FILTER FABRIC BELOW 4" OF MULCH.

(reserved for recording information)

DEVELOPMENT AGREEMENT
AND PLANNED UNIT DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

REESE REAL ESTATE SUBDIVISION

This **DEVELOPMENT AGREEMENT** for **REESE REAL ESTATE SUBDIVISION** (“Agreement”) is made and entered into as of this 28th day of August, 2023 (“Effective Date”), by and between the **CITY OF DUNDAS**, a Minnesota municipal corporation (“City”), and **RRV LLC**, a Minnesota limited liability company, (“Developer”).

WITNESSETH: that for valuable consideration and in the joint and mutual exercise of their powers and in consideration of the mutual covenants contained herein, the parties recite and agree as follows:

SECTION 1 RECITALS

- 1.01 **The Property.** Developer is the fee owner of certain real property legally described in **Exhibit A**, attached hereto, consisting of approximately 6.98 acres of land located in the City of Dundas, Rice County, Minnesota (“Property”). Developer intends to improve and develop the Property for use as a single-story commercial sales property (the “Project”).
- 1.02 **Proposed Development.** The Property is currently vacant land, consisting of two parcels, which will be combined into two different parcels to be legally described as *Lot 1, Block 1 Reese Real Estate Subdivision*, and *Lot 1, Block 2 Reese Real Estate Subdivision*, as depicted on **Exhibit B**, attached hereto. Certain public dedications and infrastructure will be installed as described in the Plat and in this Agreement.
- 1.03 **Preliminary Site Plan; Preliminary Plat.** On August 28, 2023, the City Council for the City of Dundas (“City Council”) adopted Resolution No. 2023-13 conditionally approving the Preliminary Plat submittal of Reese Real Estate Subdivision, subject to the conditions recited in that Resolution, and subject to the terms and conditions of this Agreement.

1.04 Final Plat; Site Plan. On August 28, 2023, the City Council for the City of Dundas (“City Council”) adopted Resolution No. 2023-12 (the “City Resolution”), approving the final plat of Reese Real Estate Subdivision (the “Final Plat”), which Final Plat is attached to this Agreement as **Exhibit B**, and the final site plan for Reese Real Estate Subdivision (the “Site Plan”), which Site Plan is attached to this Agreement as **Exhibit C**. The Final Plat and Site Plan are all subject to certain conditions as described on **Exhibit D** that is attached to this Agreement, and are subject to all of the terms and conditions of this Agreement.

1.05 Development Plans. Reese Real Estate Subdivision shall be developed in accordance with the terms and conditions of this Agreement and, in accordance with the plans listed in this Section (collectively, the “Development Plans”). The Development Plans shall not be attached to this Agreement. If the Plans vary from the written terms of this Agreement, the written terms shall control.

- Plan A – Final Plat (Exhibit C)
- Plan B – Site Plan (Exhibit D)
- Plan C – Existing Conditions–Demo Plan
- Plan D – Grading Plan
- Plan E – Utility Plan
- Plan F – Erosion Control Plan
- Plan G – Construction Plan
- Plan H – Landscape Plan
- Plan I – Plans and Specifications for Public

SECTION 2 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants and covenants to the City as follows:

2.01 No Disability. Developer is a duly organized corporation under the laws of the State of Minnesota in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement.

2.02 Ownership. Developer is the owner in fee simple of the Property and hereby warrants and guarantees that it has sufficient title and interest in the Property to cause covenants, restrictions and the promise herein to be binding covenants on the Property free and clear of any other claims, mortgages or liens that would be a lien prior to this Agreement. Developer, shall, at Developer’s expense, and prior to the issuance of any permits for the development of the Property provide evidence of sufficient ownership to the City in the form of title commitment and associated documents, subject to review by the City Attorney.

2.03 Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which Developer is a party or by which it, or its property, is bound.

- 2.04 Litigation. There are no pending or threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement.
- 2.05 Compliance. Developer will comply with and promptly perform all of Developer's obligations under this Agreement and all related documents and instruments.
- 2.06 Environmental Assessment. To the best of Developer's knowledge, the proposed development does not require an environmental assessment worksheet or an environmental impact statement, but shall prepare the same if required to do so by the City or other governmental entity, pursuant to law, and shall reimburse City for all expenses incurred by City in connection with any environmental review, including all, staff time and consultant and attorneys' fees.
- 2.07 Wetlands. The Project must comply with all wetland protection regulations, including without limitation the Wetland Conservation Act.
- 2.08 Environmental Laws. As of the date of the execution of this Agreement, Developer is not aware of any facts which would cause it or the Property to be in violation of any local, state or federal environmental law, regulation or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act.
- 2.09 Payment of Costs and Expenses. Developer agrees to pay the total amount of costs, charges, expenses and attorneys' fees incurred or paid at any time by the City in relation to the development of this Project, including any condemnation action, except as may otherwise be set forth in this Agreement, and in regard to any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to Developer's interest in the Property or the Project. The costs set forth in this paragraph shall be paid from the Development Escrow described in Section 20.02.
- 2.10 Intended Use. The intended use of the Property is for a single-story commercial sales property, which is a permitted use under current zoning for the Property.
- 2.11 Cooperation. Developer agrees to cooperate fully with the City in regard to all matters pertaining to this Agreement and the Project, including any litigation commenced with respect to the Project and the resolution of any engineering, erosion, traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project, and the City agrees to reciprocate.
- 2.12 Warranty as to Development Work. Developer warrants all work required to be performed by it under this Agreement against poor material, faulty workmanship, and defects for a period of two years after its completion and acceptance by the City per Section 4.09 of this Agreement. All landscaping material is warranted per Section 7.04 of this Agreement. All drainage facilities must remain functional and free of dirt and debris until accepted by the City, which will be the obligation of Developer.

SECTION 3 IMPROVEMENTS

Developer shall construct, install and pay for all improvements and proceedings necessary to fully complete the development of Reese Real Estate Subdivision, except as may otherwise be set forth in this Agreement. Such improvements, both public and private, are at a minimum, listed in detail in Exhibit H (collectively, the “Improvements”), but shall include the following:

- A. Sanitary Sewer System
- B. Water System
- C. Storm Sewer System
- D. Streets
- E. Concrete Curb and gutter
- F. Site Grading, Stormwater Treatment, Infiltration Basins, and Erosion Control
- G. Underground Utilities
- H. Surveying and Staking
- I. Building Plans Dated August 16, 2023
- J. Landscape Plans

As provided in this Agreement, all Improvements shall be subject to review, approval, inspection and authorization by the City and/or its consulting engineer.

SECTION 4 DEVELOPMENT PLANS, APPROVAL, CONSTRUCTION AND INSPECTIONS

- 4.01 Developer’s Engineer. Developer will engage, at Developer’s expense, a duly licensed professional civil engineer approved by the City authorized to practice within the State of Minnesota to review detailed plans and specifications according to the City’s Manual of Design and Construction Standards for the complete installation of all of the Improvements.
- 4.02 Permits. Developer shall be responsible for determining and obtaining, prior to construction, all the necessary approvals, permits, and licenses required for this Project. Such approvals, permits, and licenses may include, but are not limited to, the following: The City of Dundas; Minnesota Department of Transportation; County Highway Department; appropriate watershed district; Board of Soil and Water Resources; railroads; utility companies; Minnesota Department of Natural Resources; Army Corps of Engineers; Minnesota Pollution Control Agency; Minnesota Department of Health and any other regulatory or jurisdictional agency affected by or having jurisdiction over the improvements required for this development. Any design requirements of such agencies shall be determined prior to completion and incorporated into the plans and specifications. All costs incurred to obtain said approvals, permits, and licenses and also all fines or penalties levied by any agency due to the failure of Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of Developer. Developer agrees to defend and hold the City, its officers, employees and agents harmless from any action initiated by a regulatory agency resulting from any failure of Developer.

4.03 Approval of Design, Construction Plans, Construction and Inspections. The Improvements must be installed in accordance with City standards and ordinances, including the City subdivision ordinance, and Development Plans and Plans and Specifications which have been prepared by a competent registered professional engineer (“Construction Plans”), furnished to the City and approved by the City Engineer. If the Construction Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that Developer’s engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City’s discretion and at Developer’s expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. Developer, its contractors and subcontractors, shall follow all instructions received from City’s inspectors. Developer’s Engineer shall provide for on-site project management. Developer’s Engineer is responsible for design changes and contract administration between Developer and Developer’s contractor. Any design changes must be reviewed and approved by City’s Engineer. Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Administrative offices with all parties concerned, including the City staff, to review the program for the construction work.

4.04 Inspections and License to Enter. Developer hereby grants to the City, its engineer, agents, employees, contractors and designees, a license to enter upon the Property to perform all work and inspections deemed appropriate by the City during the construction and installation of the Improvements until final certification of acceptance is approved by the City for all of Improvements and expiration of any applicable warranty period.

The City, its engineer, or its designated agents shall periodically inspect the improvements installed by Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for the sole benefit of the City. Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. Developer, its contractors, and subcontractors shall follow all reasonable instructions received from the City or its designated agents to allow the City an opportunity to inspect the improvement work requiring inspection by city engineer. Developer shall notify the City engineer at least two (2) full working days prior to the commencement of the site grading operation, laying of utility lines, sub-grade preparation, the laying of gravel base or bituminous surfacing for street construction or any other improvement work which shall be substantially buried or covered. Should Developer fail to timely notify the City to allow the City to inspect the work, the City may at the City’s option, require Developer to uncover and/or replace or reconstruct any of the before-mentioned work in such a manner so as to provide the City with an opportunity for inspection.

Upon completion of all the work required, the City engineer or his designated representative, a representative of the contractor, and a representative of Developer’s engineer will make a final inspection of the work. Before final payment is made to the contractor by Developer, the City engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved plans and specifications and Developer’s engineer shall submit a written statement attesting to same.

4.05 Easements. Developer shall make available to the City, at no cost to the City, all permanent or temporary easements as may be necessary, including easements for access, utilities, buffers, trails. The City shall make available to Developer, at no cost to Developer, all temporary easements over City owned land that may be necessary for the installation of Improvements.

4.06 Record Drawings, "As Built" Plans. Within 30 days after the completion of all of Improvements, and before final security is released, Developer shall provide the City with record drawings detailing the final "As Built" plans. The record drawings shall be delivered via USB thumb drive or similar device or medium, acceptable to the City, containing the following information in current AutoCAD compatible format (.dwg or .dxf files):

- Approved plat
- Utilities
- Layer names should be self-explanatory, or a list must be included as key.

If Developer does not provide such information, the City will digitize the data. All costs associated with digitizing the data will be the responsibility of Developer.

4.07 Faithful Performance of Construction Contracts and Security. Developer shall fully and faithfully comply with all terms of all contracts entered into by Developer for the installation and construction of all of Improvements and hereby guarantees the workmanship and materials for a period of two years following the City's final acceptance of all of Improvements. Prior to the commencement of construction, Developer will furnish and at all times maintain with the City adequate security as provided in Section 18 of this Agreement to assure faithful performance of construction and installation of the Improvements.

4.08 Construction Times. All construction activities shall be confined to the following hours:

Monday - Friday	7:00 AM until 7:00 PM
Saturday	8:00 AM until 5:00 PM
Sunday	Not Allowed

This does not apply to activities that are required on a 24-hour basis such as dewatering, etc. Any deviation from the above hours must be approved in advance by the City Council.

SECTION 5 SERVICES TO BE PERFORMED BY CITY AND PAYMENT

5.01 The City will review and approve plans and specifications prepared by Developer's Engineer for the Project, provide general inspection of methods, materials and work, conduct periodic inspections as reasonably necessary and conduct final job inspection. Periodic inspection at City discretion shall be provided by City at Developer's expense. The inspections hereunder are for the benefit of the City and do not relieve Developer of

its obligations hereunder to construct all Improvements in accordance with the Site Plan. Also see Section 4.04.

- 5.02 Developer shall pay, upon demand of the City, the administrative and inspection costs of the City of all of the Improvements.

SECTION 6 MONUMENTATION OF LOT AND BLOCK CORNERS

Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed or verified after all street and site grading has been completed by Developer in order to preserve the lot markers for future property owners. Developer shall also provide a minimum of one monument within the development, set in concrete, for horizontal and vertical control for the City's bench mark system. More monuments may be required by the City Engineer to serve the area. Developer's Land Surveyor shall certify to the City in writing that all iron monuments were placed as stated above and that all lots in the subdivision comply with the City of Dundas's zoning and subdivision ordinances so as to permit residential buildings thereon. Any iron monuments moved, destroyed or lost by activities of Developer or Developer's agents (builders) on the property after having been originally placed, shall be replaced in the correct location by Developer at Developer's cost. No security shall be released until this Section is satisfied.

SECTION 7 LANDSCAPING

- 7.01 Developer agrees to install landscaping materials in accordance with the Development Plans and shall be completed, to the satisfaction of the City Engineer, as a condition of receiving a certificate of occupancy for any dwelling unit on the Property. All trees and materials shall be installed where feasible prior to house construction and shall be protected by tree protection fencing during house construction where necessary. Further, Developer shall strictly comply with the tree preservation plan section of the Site Plan.
- 7.02 The Development shall be subject to landscaping requirements as set forth in the Development Plans and City Code § 154.071.
- 7.03 All landscaping requirements shall be completed prior to occupancy of any dwelling unit on the Property or by May 31st following occupancy if occupancy occurs October 1st through April 30th, 2024.
- 7.04 If any portion of the landscaping is not completed within the time required above, the City may cause such landscaping to be completed and draw upon the Security required by this Agreement for the cost to complete such landscaping. Further, all landscaping shall be guaranteed by Developer to survive two (2) full growing seasons. The City, its employees, agents or contractors shall have the right, but not the obligation, to go upon the Property to complete the landscaping or replace landscaping that does not survive two (2) growing seasons without permission of the owner of the property or lot, and shall not be liable for trespass. The City may also require a deposit as part of the building permit fee to secure compliance with the landscaping requirements. In that event, the City shall complete or replace the landscaping, Developer shall pay to the City, upon demand of the City, any costs

that the City incurs as a result of this Section 7.04. If Developer fails to make such payment within 10 days of said demand, the City may, among other remedies, reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, from the retained escrow. Any landscaping completed by the City pursuant to this Section is not warranted or guaranteed. Developer shall indemnify, hold harmless, and defend the City, its officers, employees, agents and insurers against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, employees, agents and insurers may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section.

SECTION 8 *This Section left intentionally blank.*

SECTION 9 SPECIAL CONDITIONS

- 9.01 Storm Water Collection System. Developer shall provide a plan, subject to the review and approval of the City and before the issuance of any building permits, for inlet protection and sweeping to ensure that dirt and debris from the Property does not enter and impact the storm water collection system. The approved plans shall be incorporated as part of the Development Plans. Any water surface containment or holding ponds constructed by Developer as part of this Project shall be dredged, maintained, and cleaned prior to their acceptance by the City. Acceptance by the City of any such ponds for future maintenance shall be for hydrology purposes only and not for aesthetic or vegetation purposes. Final release of Developer's Security under Section 18 shall not be made until final acceptance by the City.
- 9.02 Debris. During the period of unit construction, Developer shall direct the builder to provide on the building site a covered refuse dumpster or other suitable enclosed containment unit to be used for the disposal of refuse, debris, waste or other material during the construction period.
- 9.03 Ponds. Any water surface containment or holding ponds constructed by Developer as part of this Project shall be dredged, maintained, and cleaned prior to their acceptance by the City. Acceptance by the City of any such ponds for future maintenance shall be for hydrology purposes only and not for aesthetic or vegetation purposes. Final release of Developer's security shall not be made until final acceptance by the City.
- 9.04 Televising. Upon completion of the Project, Developer shall, at Developer's sole cost and expense, for inspection purposes, televise the Project sewer system and provide the City with a copy. Any obstructions found shall be removed and repairs made if necessary.
- 9.05 Construction Site Policy. Developer agrees that Developer and Developer's contractors and subcontractors shall adhere to and be subject to all of the City's construction site policies.
- 9.06 Utility trunk charges. Developer understands that the current fee charged by the City for connection of residential homes to the City water, sewer, and storm water system is \$2,700

per acre for sewer, \$2,700 per acre for water, and \$1,000 per acre for storm water. This fee is subject to change on an annual basis.

- 9.07 Construction Traffic. Shall be in compliance with the Site Plan
- 9.08 Approval of grading surveys. Developer agrees that its engineer, upon receipt from the City of a grading survey as part of the building permit application, will review the survey for its compliance with the grading plans for the lot and certify to the City whether the grading survey complies.
- 9.09 Compliance. Developer and Developer's contractors shall comply with all requirements of the City of Dundas Subdivision Ordinance, conditions required by the City Council, and City construction standards, policies, plates, detail standards and reasonable requirements of the City Engineer applicable to the Project except as otherwise agreed in this Development Agreement or waived for good cause shown by the City Council.
- 9.11 Snow Removal. The City shall provide snow removal after the installation of the first lift of bituminous pavement. During pendency of the Project, the City will not plow to the curb to avoid damaging the concrete.

SECTION 10 COMPLETION OF IMPROVEMENTS

- 10.01 Developer shall complete all Improvements required by this Agreement on or before August 31, 2024 ("Completion Date"). The Completion Date is subject to unavoidable delays as defined in this Agreement, in which event the Completion Date may be extended by the period of such unavoidable delays upon approval by the City.
- 10.02 In the event Developer believes an extension is warranted because of Unavoidable Delays, Developer shall request such extension in writing to the City Engineer and specify the requested length of extension and the reason therefore. The City engineer shall recommend the length of the extension, if any, for consideration and approval by the City Council. For the purposes of this Agreement, the term "Unavoidable Delays" shall mean means delays which are the direct result of strikes or other labor troubles, unforeseeable and unavoidable casualties to the Property, governmental actions, judicial action commenced by third parties, the implementation of an environmental agency-approved work plan for remediation, severe weather, acts of God, fire or other casualty, site conditions materially different from those revealed in any report or test provided to or obtained by Developer, or any other causes which Developer could not reasonably control or circumvent.
- 10.03 If an extension is granted, it will be conditioned upon updating Developer's security and escrow fund requirements, in **Sections 18 and 20.02** respectively, if necessary, to reflect any cost increases resulting from the extended Completion Date.

SECTION 11 OWNERSHIP OF IMPROVEMENTS

- 11.01 Upon the completion of the Improvements required to be constructed or installed by this Agreement, such Improvements (other than privately owned utilities) lying with the public

easements and Right-of Way as shown on the subdivision plat and those located on City property shall become City property without further notice or action. Provided, however, that the construction shall not be considered complete until the City Engineer has made final inspection of all construction and recommended acceptance by the City and the City has made such acceptance by Council resolution, and Developer has granted any easement required by Section 4.07 of this Agreement. Until such acceptance, Developer shall be responsible for the maintenance of the Improvements. Developer shall provide to the City, at no charge, record drawings as required by Section 4.08 of this Agreement. Final security shall not be released prior to receipt of the record drawings by the City.

- 11.02 All Improvements that are public and to be accepted by the City shall be within easements dedicated on the Final Plat. If not dedicated, the City shall be provided an easement, drafted by or approved by the City.

SECTION 12 CLEAN UP AND SEWER CLEANING

Developer shall weekly, or more often if required by the City Engineer or inspector, clean dirt and debris from streets and/or rights-of-way and underground utilities that have resulted from construction work by Developer, its agents, or assigns. All debris, including excess soil, earth, brush, vegetation, trees and demolition materials, shall be disposed of off-site. Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required by the City prior to completion and acceptance of the development. Developer shall not be required to conduct holding pond dredging if Developer provides a certificate that the holding pond that serves the Property is operating correctly, subject to the review and approval of the City. The Security required by Section 18 of this Agreement shall not be reduced below \$10,000.00 until the requirements of this Section are completed and accepted by the City Engineer.

SECTION 13 EROSION, DRAINAGE AND WEED CONTROL

- 13.01 Developer shall provide and comply with erosion, sedimentation, and drainage control provisions in the approved Grading plan and City policy requirements and as otherwise required by city, county, state and federal agencies. As development progresses, the City may impose additional erosion and drainage control requirements if, in the sole but reasonable opinion of the City Engineer, they would be useful and appropriate in controlling drainage and erosion. Developer recognizes that time is of the essence in controlling erosion. Developer shall promptly comply with such erosion and drainage control plans and with such additional reasonable instructions it receives from the City. No development shall be allowed and no building permits shall be issued unless the Project is in full compliance with erosion control requirements.
- 13.02 All areas disturbed by excavation and backfilling operations must be reseeded after the completion of the work in that area. Except as may be otherwise provided or agreed upon, seed must be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc anchored as necessary for seed retention.

- 13.03 Developer acknowledges that its failure to implement reasonable erosion and drainage controls as required herein may cause flooding and/or damage to adjoining property owners and City facilities. In such event, Developer agrees to hold the City harmless and indemnify City from claims of all third parties or Developer for damages arising out of such flooding and/or damages attributable to Developer's failure to implement reasonable erosion and drainage controls. All work must be approved by the City Engineer.
- 13.04 Developer shall be responsible for the control of weeds in the Development and on all lots as long as it is the owner thereof. Developer shall cut or spray weeds at the request of the City. In the event that weed control is not done as requested by the City, the City may do so and Developer shall be responsible for all costs of the same and shall reimburse the City within 10 days of demand of payment. In the event that Developer does not pay the City for all costs within 10 days of demand by the City, the City may, in the discretion of the City, draw upon the Security to reimburse amounts expended for this purpose, and all costs and expenses relating to the same and the execution on the Security, including attorney's fees, assess the Property pursuant to Minnesota Statutes § 429.101, and/or seek any other remedy available

SECTION 14 ISSUANCE OF BUILDING AND OCCUPANCY PERMITS

- 14.01 Developer agrees and understands that no Certificate of Occupancy for any structure to be constructed within the Development will be issued by the City until requirements of the Agreement are completed and after the following minimum improvements have been completed to the satisfaction of the City Engineer:
- A. Grading, sanitary and storm sewers, drainage controls, individual lot sewer and water services, fire hydrants;
 - B. Submission to the City of an as-built grading plan showing that emergency overflows, swales, lots, etc., have been graded in accordance with the approved construction plans; and
 - C. First lift of bituminous pavement, permanent or temporary, gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are installed.
- 14.02 Issuance of a building permit shall require compliance with all other building permit requirements and policies of the City, including completion of the building permit application process, payment of sewer and water hook-up and access charges, water meter, and any other charges. Building permits may be issued after installation of the first lift of bituminous pavement.
- 14.03 If building permits are requested and issued prior to the completion and acceptance of all public improvements, Developer assumes all liability and costs resulting from delays in completion of public improvements and damage to public improvements caused by Developer, its contractors, subcontractors, material suppliers, employees, agents, residential contractors, or third parties. Notwithstanding the forgoing, and other than as provided in this Agreement, Developer will cause no private construction to be made on the property nor will building permits be issued for such construction until all Improvements required by this Agreement have been made and accepted by the City.

SECTION 15 INSURANCE

15.01 Developer and its general contractors shall provide and maintain or cause to be maintained at all times during the process of constructing all of Improvements and until six (6) months after acceptance of all of the Improvements, and, from time to time, at the request of the City, furnish proof of payment of premiums on:

- A. *Commercial General Liability* (or in combination with an umbrella policy)
\$2,000,000 each occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 Annual Aggregate

The following coverages should be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

- B. *Automobile Liability*

- \$2,000,000 Combined Single Limit- Bodily Injury & Property Damage, including, Owned, Hired & Non-Owned Automobiles

- C. Workers' compensation insurance, with statutorily-required coverage, including Employer's Liability with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per Employee
- \$500,000 – Bodily Injury by Disease Aggregate
- \$500,000 – Bodily Injury by Accident

15.02 Developer's and general contractor's insurance must be "Primary and Non-Contributory." All insurance policies (or riders) required by this Agreement shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of the one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City and (iii) shall identify the name of the plat.

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Agreement.

- 15.03 Developer shall file a copy of the insurance coverage with the City as condition of receiving any permits for the development of the Property. A copy of the endorsement in Section 17.02 of this Agreement shall be submitted with the certificate of insurance.

SECTION 16 SECURITY REQUIREMENTS

- 16.01 Establishment. The cost of the Improvements is \$95,0000 Developer shall cause to be provided to the City on or before any grading is permitted on the Property, any permit issued for the development, or the release of the Final Plat, whichever occurs first, security in either, in the sole discretion of the City, the form of an irrevocable Letter of Credit ("Letter of Credit" or "Security"), subject to review and approval of the City, in an amount that totals 125% of Developer's actual accepted bids for the Improvements:

- 16.01.1 Letter of Credit. If permitted by the City, Developer shall provide an irrevocable Letter of Credit, with the form and providing institution subject to the review and approval of the City, in the amount of \$95,000 (the "Letter of Credit Amount") to assure compliance with this Agreement guaranteeing timely installation of all Improvements in a good and worker like manner and payment of all fees required for compliance with this Agreement.

In the event Developer fails to install the Improvements in accordance with the provisions of this Agreement or is otherwise in default of this Agreement, the City shall notify Developer in writing of such default. In the event Developer fails to cure the default required within ten (10) days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter the City may, in addition to other remedies provided for herein, draw upon the Letter of Credit in such amount as is reasonably adequate to cure the default. The Letter of Credit shall have no conditions. The Letter of Credit shall be maintained continuously by Developer, except as to reductions authorized by the City, until Developer's improvements are completed to the City's satisfaction, including certification by the City Engineer that all items are satisfactorily completed, pursuant to this agreement. The Letter of Credit shall be automatically renewable on an annual basis and shall provide for the City to receive notice of renewal at least thirty (30) days prior to the date of renewal. The initial term of the Letter of Credit shall be 2 years. Failure of Developer to timely provide the notice of renewal, shall constitute a Default of this Agreement. If Developer is in default for failure to provide timely notice of renewal, the City may immediately draw upon the Letter of Credit without proceeding with the Notice required under Section 23 of this Agreement.

- 16.02 Release/Reduction of Security. Developer may apply to City for release of all or a portion of the Security as follows:
- A. When another form of surety, acceptable to and approved by the City, is furnished to the City by Developer to replace the Letter of Credit;
 - B. When the Improvements and other obligations of Developer under this Agreement are completed and accepted by the City pursuant to this Agreement; or

- C. The Security may be reduced, as applicable, from time to time to an amount that is not less than One Hundred Twenty-Five percent (125%) of the amount determined by the City for the costs of the remaining Improvements.

Notwithstanding the above, the Security shall not be reduced below any amount otherwise expressly stated herein. City's costs for processing said reduction or release request shall be billed to Developer at \$125.00 per hour with a minimum of one (1) hour per reduction or release, and shall be paid by Developer to the City within thirty (30) days of billing. Any request for reduction or release of the applicable Security shall be either approved or denied within thirty (30) days of being made in writing to the City.

- 16.03 Failure to Perform. As it relates to those items covered by the Security, it is further agreed that, should Developer fail to perform any of the duties, conditions or terms of the City Resolutions or this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council, the City shall be entitled to draw on the Security and shall have the right, but not the obligation, to enter the Property to complete all remaining Improvements. In that event, the City shall complete the performance, acquisition, project, or work in accordance with this Agreement or the Site Plan set forth above, or in such other manner as is deemed reasonable by the City, the City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, from the Security funds. Any Improvements completed by the City pursuant to this Paragraph are not warranted or guaranteed. Developer shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Paragraph. The City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, arising out of or related to curing Developer's default from the Security funds.
- 16.04 Deficiency. In the event the Security is used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, Developer agrees that upon being billed by the City, Developer will pay said deficiency amount to City within ten (10) days of receipt of said billings to Developer. If Developer fails to pay, the City may, among other remedies available, assess all costs, including, but not limited to, staff time, engineering fees and legal fees against the Property. In the event the City does so specially assess the Property, Developer agrees that the Property has been benefited in an amount up to the Security Amount. Any such assessments shall be for a period of one (1) year. Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes, Chapters 412 and 429, to specially assess property benefited by improvements. Developer also expressly waives all rights to hearings before the City afforded under Minnesota Statutes, Chapter 429, specifically including, but not limited to, hearings under Minnesota Statutes § § 429.031 429.061. In addition, Developer waives all rights to appeal in the Courts, any objection to any irregularity or noncompliance with statutory procedure, and any claim that the assessment of the Security Amount being levied against the Property, as provided above, is excessive, as the said rights therein granted relate to the said deficiency. Nevertheless, the amount of the special assessment shall not exceed the deficiency and above-mentioned costs. If there should be an overage in the amount of utilized security City will, upon making said

determination, refund to Developer any monies which City has in its possession which are in excess of the surety needed by City. In addition to the above, the City may seek a civil judgment against Developer for the above amounts demanded by the City.

- 16.05 Expiration of Letter of Credit. If the Letter of Credit is the Security permitted by the City and utilized by Developer, and, in the event the Letter of Credit which by its terms will become null and void prior to the time at which all money or obligation of Developer is paid or completed pursuant to this Agreement, it is agreed that Developer shall provide City with surety, acceptable to City, at least thirty (30) days prior to the expiration of the said expiring Letter of Credit. If a new irrevocable letter of credit is not received as required above, City may declare a default in the terms of this Agreement and draw in part or in total, at City's discretion, upon the expiring Letter of Credit to avoid the loss of surety for the continued obligations. If Developer in default because a new Letter of Credit is not received as required above, the City may immediately draw up on the Letter of Credit without proceeding with the Notice required under **Section 23** of this Agreement.

SECTION 17 FAITHFUL PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS

- 17.01 Developer shall install, construct and maintain the Improvements in accordance with the terms of this Agreement. Developer guarantees and warrants the workmanship of Improvements for a period of two years following City's acceptance of the same ("Guarantee Period") and Developer shall maintain at least **\$10,000** on its Security for the warranty period, or pose other Security acceptable to the City.
- 17.02 Developer shall repair or replace, as reasonably directed by the City and at Developer's sole cost and expense, any work associated with and/or materials that become defective, in the sole but reasonable opinion of the City or its engineer, including **Section 2.12** of this Agreement, provided that the City or its engineer, give notice of such defect to Developer within three months following the end of the Guarantee Period. Developer, or Developer's contractors, shall post maintenance bonds or other security acceptable to City to secure these warranties.

SECTION 18 RESPONSIBILITY FOR COSTS AND HOLD HARMLESS

- 18.01 Developer shall pay all reasonable costs incurred by it or the City in connection with the development and completion of the Project, including, but not limited to, construction of Improvements, administration, legal, planning, engineering and inspection, expenses incurred in connection with approval and acceptance of the plat of Reese Real Estate Subdivision, the preparation of this Agreement, and all reasonable costs and expenses incurred by the City in monitoring and inspecting development of the Project. It is the intention of this Agreement that, except as otherwise set forth in this Agreement, the City shall not incur nor be responsible for any costs or expenses of any kind related to this Project.
- 18.02 To facilitate payment of Developer's costs and expenses to the City as required by **Section 20.01** of this Agreement, Developer agrees to deposit on account with the City the sum of

\$10,000.00 (the “Development Escrow”). The City may draw on the Development Escrow to pay these costs and expenses as they are incurred or billed or invoiced to the City.

At such time as the balance in this account may go below **\$3,000.00**, upon written notice given by the City to Developer, Developer shall immediately deposit additional cash to replenish the account to **\$10,000.00**, upon which further draws by the City may be made. Upon final acceptance of the Project and payment of all costs and expenses, the City will refund to Developer any balance remaining in the Development Escrow.

In the event Developer does not replenish the account as required above upon notice from the City, the City may in its discretion do any or all of the following: (1) halt all further Development work until all bills are paid and the account replenished, (2) draw upon Developer’s Security, (3) withhold issuance of building permits, or enforce any other remedies as provided for in Section 23 of this Agreement.

- 18.03 To the fullest extent permitted by law, Developer shall hold the City, its officers, employees, volunteers, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval, construction of the improvements, Development of the Project, Developer’s negligence or its performance or failure to perform its obligations under this Agreement. Developer shall indemnify the City, its officers, employees and agents for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys’ fees. Developer’s indemnification obligation shall apply to Developer’s general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be responsible or liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- 18.04 Any and all indemnifications provided by Developer to City herein shall not require Developer to indemnify the City, its officers or employees from any violation of law or from the consequences of their own negligence or misconduct.
- 18.05 Developer agrees to timely pay all contractors and subcontractors in a timely manner to prevent any liens.
- 18.06 Developer shall reimburse the City for its costs incurred in the enforcement of this Agreement, including Staff time, engineering, and attorneys’ fees.
- 18.07 All security escrow deposit funds required by this Agreement shall be received by the City before Developer proceeds with any work pursuant to this Agreement.

SECTION 19 TRANSFER OF PROJECT

Until all improvements of Developer have been fully completed, Developer shall not voluntarily sell, assign or transfer Developer’s interest in the Project or any part thereof without the written consent of the City, which shall not be unreasonably withheld, with the following exceptions:

- A. A transfer by Developer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with Developer;
- B. Grant or conveyance of a mortgage interest in the Property for the purpose of obtaining financing necessary to enable the Buyer to perform its obligations with respect to the construction of the Project; or
- C. Conveyance of any easements necessary for the Project.

SECTION 20 EVENTS OF DEFAULT DEFINED

The following shall be “Events of Default” under this Agreement:

- 20.01 Failure by Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed under the terms of this Agreement.
- 20.02 If Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- 20.03 If Developer shall file a petition under the federal bankruptcy laws.
- 20.04 If Developer shall fail to begin or complete construction of the Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
- 20.05 If Developer shall, after commencement of the construction of any of the Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays as defined in **Section 12.03** of this Agreement and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.
- 20.06 Developer giving notice of intent not to renew the Security provided under **Section 18** of this Agreement.

SECTION 21 NOTICE/REMEDIES ON DEFAULT.

With the exception of defaults occurring under **Section 18** of this Agreement regarding the maintenance of renewal of Developer’s Security, whenever any Event of Default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at Developer’s last known address as provided to the City by Developer. If Developer fails to cure the Event of Default within ten (10) days of the date the notice is mailed, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as Developer is in default:

- A. Halt all plat development work and construction of Improvements until such time as the Event of Default is cured.
- B. Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
- C. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- D. If the Event of Default is the failure of Developer to complete, construct, install, or correct the Improvements in accordance with this Agreement, the City may perform the work and Developer shall reimburse the City for its expenses. This provision shall be a license granted by Developer to the City to act and does not require the City to obtain any court order, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement or any other remedy available. The City may also, at its option, specially assess the costs against the Property.
- E. Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.
- F. Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

SECTION 22 MISCELLANEOUS

- 22.01 This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be. This Agreement shall be filed of record in the Office of the Rice County Recorder and/or Registrar of Title, as applicable, so as to give notice hereof to subsequent purchasers, encumbrances and interested persons. After Developer has completed the work required under this Agreement, at Developer's request, the City will execute and deliver to Developer a release in recordable form.
- 22.02 Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the Property and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property; and that Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- 22.03 Developer represents to the City that the Plat complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Project until Developer does comply. Upon the City's demand, Developer shall cease work until there is compliance.
- 22.04 In addition to the charges referred to herein, other charges may be imposed such as, but not limited to, sewer availability charges, sewer connection charges, and building permit fees.

- 22.05 Developer may not assign this Agreement without the written permission of the City Council. Developer's obligations hereunder shall continue in full force and effect even if Developer sells one or more lots in the Plat, the Property, or any part of it. Upon request, the City shall provide, in recordable form, a release of any lot in the Plat from this Development Contract if the City determines that the terms and conditions of this Contract have been satisfied.
- 22.06 If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
- 22.07 The action or inaction of the parties shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the parties to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council, by and for the City, or by Developer, by and for Developer. The parties' failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 22.08 Each right, power, or remedy herein conferred upon the parties is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the parties, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the parties and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- 22.09 Third parties shall have no recourse against the City or Developer under this Agreement.
- 22.10 All parties to this Agreement acknowledge they have been represented by counsel and have entered into this Agreement freely and voluntarily.
- 22.11 The laws of the State of Minnesota shall govern this Agreement.
- 22.12 The City Resolutions, Preliminary Plat, Final Plat, Preliminary Plans, Site Plan and attached Exhibits are a material part of this Agreement and are incorporated into this Agreement.
- 22.13 This Agreement replaces and supersedes all previous Development Agreements related to the Property, **if any**.

SECTION 23 NOTICES

Required notices to Developer shall be in writing and shall be either hand delivered to Developer, its employees or agents, or mailed to Developer by United States mail, registered mail or certified mail with return receipt requested, postage prepaid, to the following address:

If to Developer: NAME
 ADDRESS
 PHONE NUMBER

Notices to City shall be in writing and either hand delivered to the City Clerk-Treasurer or mailed to the City by United States mail, registered mail or certified mail with return receipt requested, postage prepaid, to the following address. Notices sent by facsimile or email do not meet requirements of this section, and this provision applies equally to each party.

If to the City: City Administrator
 City of Dundas
 100 Railway Street N
 PO Box 70
 Dundas, MN 55019
 507-645-2852

[The remainder of this page left blank intentionally; signature page follows]

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their corporate and company names by their duly authorized officers as of the day and year first written above.

CITY:

DEVELOPER:

City of Dundas

RRV LLC

By: _____
Glenn Switzer, Mayor

By: _____
NAME
TITLE

By: _____
Jenelle Teppen, City Administrator/Clerk

STATE OF MINNESOTA)
) ss. **CITY**
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, the Mayor and the City Administrator/Clerk, respectively, of the City of Dundas, a Minnesota municipal corporation, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) ss. **DEVELOPER**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ [name], the _____ [title] of RRV LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Campbell Knutson, P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
AKLS

EXHIBIT A

Legal Description of Property

EXHIBIT B

Depiction of Proposed Development/Final Plat

EXHIBIT C

Site Plan

EXHIBIT D

Conditions of Final Plat Approval and Final Site Plan Approval

(reserved for recording information)

ENCROACHMENT AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2023, by and between the **CITY OF DUNDAS**, a Minnesota municipal corporation (“City”), and **RRV LLC**, a Minnesota limited liability company (“Owner”).

1. BACKGROUND. Owner is the fee owner of certain real property located in the City of Dundas, County of Rice, State of Minnesota, legally described as *Lot 1, Block 1 Reese Real Estate Subdivision*, and *Lot 1, Block 2 Reese Real Estate Subdivision*, having a street address of _____, Dundas, Minnesota 55019 (“Subject Property”). The City owns easements for and drainage and utility purposes over portions of the Subject Property (“Easement Areas”). Owners have installed, and desire to retain, the non-building improvements which consist of asphalt driveway and curb (collectively “Improvements”) on the Subject Property and which encroach on the City’s Easement Areas as depicted on the attached **Exhibit A**.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment in its Easement Areas on the Subject Property for the Improvements subject to the conditions set forth in this Agreement. Further conditions of encroachment approval are as follows:

- The City shall have no responsibility to maintain or repair the Improvements located within the Easement Areas.
- The Improvements must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- Owner, its successors and assigns, are fully responsible and liable for any and all damage caused to the Improvements or resulting from construction of the Improvements within the Easement Areas.
- Owner, its successors and assigns, will own and maintain the Improvements.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the Easement Areas, Owner, for itself, its successors and assigns, hereby agree to indemnify and hold the City harmless from any damage caused to the Subject Property, including the Improvements located in the Easement Areas, caused in whole or in part by the encroachment into the Easement Areas.

4. TERMINATION OF AGREEMENT. The City may, at its sole discretion, terminate this Agreement at any time if it is reasonably necessary for the City to occupy the Easement Areas by giving the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City. If the City determines that an emergency condition exists, the City may terminate this Agreement without such notice, with immediate effect. Owner shall remove that portion of the Improvements to the extent it impacts the Easement Areas to the effective date of the termination of this Agreement. If Owner fails to do so, the City may remove the Improvements to the extent it impacts the Easement Areas and charge the cost of removal back to the owner for reimbursement.

5. RECORDING. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

[Signature pages follow]

CITY OF DUNDAS

(SEAL)

By _____
Glenn Switzer, Mayor

And _____
Jenelle Teppen, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by **Glenn Switzer** and by **Jenelle Teppen**, respectively, the Mayor and City Administrator of the **City of Dundas**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

Exhibit A

PLANNING REPORT

TO: Dundas City Council
Dundas Planning Commission
Jenelle Teppen, City Administrator

FROM: Nate Sparks, City Planner

DATE: August 25, 2023

RE: Comprehensive Plan & Zoning Updates – Commercial Uses

BACKGROUND

Recently, the City adopted some new ordinance language related to the Comprehensive Plan. When reviewing these changes, the City Attorney had some recommendations.

One such recommendation was to split the Highway Commercial land use designation into two. One for properties adjacent to the Highway and one for properties a tier off. The properties in the second tier could be utilized for more expansive uses than just the retail commercial / auto service type uses found typically in this corridor.

Then the City could create a zoning district that more explicitly allows for uses such as commercial recreation (like the Dundas Dome) and churches (like Canvas Church next to the theater). The current code language for these types of uses is in need of amendment.

PROPOSED AMENDMENTS

The following changes are proposed:

Comp Plan

Being added to the comp plan is a new land use designation that is the General Business designation. This is intended to be for a wider array of uses than the retail based Highway Commercial land use.

Zoning Definitions

The code lacks a definition of indoor commercial recreation and utilizes and out of date definition for places of worship.

Conditional Uses

The ordinance then states that Places of Worship are permitted within the R-2 (where one currently exists), R-4, and B-3 (where one currently exists) Districts as a CUP.

Lot Width/Area

There was no requirement for lot width or area in the B-2 District. This has been added.

B-3 District

A new B-3, General Business District has been added. This allows for a mix of commercial, assembly, and institutional uses, as opposed to the B-2 District which is more geared for retail commercial uses. It is then placed on the map in the same location as the General Business Land Use Designation (one tier off of Highway 3).

RECOMMENDATION

Staff would recommend approval of the above amendments after an informative discussion.

**CITY OF DUNDAS
COUNTY OF RICE
STATE OF MINNESOTA**

RESOLUTION 2023-__

**RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO
INCLUDE THE GENERAL BUSINESS LAND USE DESIGNATION**

WHEREAS, the City of Dundas recently reviewed the Comprehensive Plan in relation to commercial land uses; and

WHEREAS, the City is seeking to amend the Comprehensive Plan to include a General Business Land Use designation within the text of the document and on the map; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on August 28, 2023; and

WHEREAS, Chapter 6 of the Comprehensive Plan is amended to include the following text under the Commercial Land Use heading:

General Commercial

This designation is intended to provide for a mix of general commercial, office, assembly, commercial recreation, educational, and other such uses. These uses may not dependent upon highway frontage to the extent of the uses found within the Highway Commercial designation. The development style in this designation is intended to be similar to that of the Highway Commercial land use but will allow for a wider range of uses. Site design and parking provision will need to be accounted for within this designation. Non-retail uses may be permitted provided they are similar in nature to the uses listed above.

WHEREAS, the future land use map found within Chapter 6 is amended as found in the map attached as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Dundas amends the Comprehensive Plan as identified herein and directs Staff to update the document.

ADOPTED by the Dundas City Council this 28th day of August 2023.

City of Dundas

By: _____
Glenn Switzer, Mayor

Attest:

By: _____
Jenelle Teppen, City Administrator/Clerk

Attached:
Exhibit A – Land Use Map

ORDINANCE 2023 – 07

**CITY OF DUNDAS
COUNTY OF RICE
STATE OF MINNESOTA**

An Ordinance Amending Chapter 154 Related to the Adoption of the B-3, General Business District and Modifications to Non-retail Uses in the B-2 District

THE CITY COUNCIL OF THE CITY OF DUNDAS DOES ORDAIN:

SECTION 1. Section 154.008 is hereby amended to delete the definition of Religious Institution and add the following definitions:

COMMERCIAL RECREATION - INDOOR. A bowling alley, car track, jump center, golf, pool hall, vehicle racing or amusement, dance hall, skating, trampoline, fire arms range, amusement ride, and similar uses whose activities occur inside a building.

PLACE OF WORSHIP. A building, together with its accessory buildings and uses, where persons assemble at regular intervals for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship, including, but not limited to, churches, chapels, temples, mosques, and synagogues. Examples of accessory uses for a place of worship include, but are not limited to, classrooms for religious instruction, kitchens, banquet and meeting rooms, and offices in support of the worship use. Examples of auxiliary uses which are not considered a place of worship: coffee shops, day cares, restaurants, outdoor sports or recreational complexes, retreat homes, publishing establishments, schools, hospitals, and chemical dependency treatment centers.

SECTION 2. Section 154.089 (D) (2) is hereby amended to read as follows:

(2) Conditional uses in this district include: none

SECTION 3. Section 154.090 (D) (2) is hereby amended to read as follows:

(2) Conditional uses in this district include:

- (a) Places of Worship, conditioned on access being provided only off of a collector road;
and
- (b) Bed and breakfast facilities.

SECTION 4. Section 154.090 (D) (2) is hereby amended to read as follows:

(2) Conditional uses in this district include:

- (a) Manufactured Home Parks subject to the performance standards of this District.

SECTION 5. Section 154.091 (D) (2) is hereby amended to read as follows:

(2) Conditional uses in this district include:

- (a) Public or semi-public recreational or community buildings
- (b) Places of Worship, conditioned on access being provided only off of a collector road
- (a) Manufactured home parks subject to the performance standards of the R-3 District
- (b) Nursing homes/assisted living facilities
- (c) Chemical dependency treatment centers
- (d) Public or private schools

SECTION 6. Section 154.095 (B) (5) is hereby deleted.

SECTION 7. Section 154.095 (B) (15) is hereby amended to read as follows:

(15) Public/Government Offices

SECTION 8. Section 154.097 (B) is hereby amended to read as follows:

(B) Permitted uses. Permitted uses in the B-2 District include:

- (1) Day care center
- (2) Retail centers and commercial office buildings. Development of individual and/or groups of buildings that are 80,000 square feet (individually and cumulatively) and larger require zoning as PUD. Expansions of existing buildings over 80,000 square feet or expansions resulting in buildings that are 80,000 square feet (individually and cumulatively) also require zoning as a PUD. The projects will be evaluated based on the design guidelines in §§ 154.115 through 154.128 of this chapter;
- (3) All permitted uses allowed in the B-1A District; and

SECTION 9. Section 154.097 (D) (2) (c) is hereby deleted.

SECTION 10. Section 154.097 (E) is hereby amended to read as follows:

(E) Performance standards. The following minimum requirements shall be observed in the B-2 District:

- (1) Lot area: 15,000 square feet;
- (2) Lot width: 75 feet;
- (3) Setbacks:
 - (a) Front yards: not less than 25 feet. In the case of corner lots, two front yards will be required.
 - (b) Side yards: not less than ten feet on each side, except where there is a permissible zero lot line setback pursuant to division (D)(2)(a) above or 25 feet when abutting a public right-of-way or a residential district; and
 - (c) Rear yards: not less than 25 feet.
- (4) Impervious surface maximum: 65%

SECTION 11. Section 154.098 is hereby amended to read as follows with the existing sections 154.098 through 154.104 being renumbered to 154.099 to 154.105:

§ 154.098 B-3, GENERAL COMMERCIAL DISTRICT.

(A) Purpose. The B-3, General Commercial District is intended to provide for the development of general business, assembly, office, and similar uses. The District is located on the periphery of the retail commercial oriented areas.

(B) Permitted uses. Permitted uses in the B-3 District include:

- (1) Adult education/vocational schools
- (2) Banquet halls/conference centers
- (3) Club or lodge
- (4) Commercial recreation – indoor
- (5) Day care center
- (5) Funeral home
- (6) Library
- (7) Theater
- (8) Retail centers and commercial office buildings. Development of individual and/or groups of buildings that are 80,000 square feet (individually and cumulatively) and larger require zoning as PUD. Expansions of existing buildings over 80,000 square feet or expansions resulting in buildings that are 80,000 square feet (individually and cumulatively) also require zoning as a PUD. The projects will be evaluated based on the design guidelines in §§ 154.115 through 154.128 of this chapter;
- (9) All permitted uses allowed in the B-1A District.

(C) Accessory uses. Permitted accessory uses in the B-2 District are those commercial or business buildings and structures accessory to the principal use. The accessory uses shall not exceed 30% of the gross floor space of the principal use.

(D) Conditional uses.

- (1) Conditional uses in this district are subject to the following requirements:
 - (a) A conditional use permit is applied for based on procedures set forth in § 154.022 of this chapter;
 - (b) Screening and landscaping in compliance with § 154.071 of this chapter shall be required; and
 - (c) Off-street parking is provided in compliance with § 154.067 of this chapter.
- (2) Conditional uses in this district include:
 - (a) Commercial developments undertaken by two or more property owners in which the extension of an existing structure is proposed, a new structure is proposed, or a structure spans more than one lot. Side yards shall not be required (a zero lot line setback) in these cases unless the side yard abuts residentially zoned property or a public road. Side yard requirements specified below shall apply in these areas;
 - (b) Accessory adult uses as defined in Ch. 117 of this code; and

- (c) Places of Worship, conditioned on access being provided only off of a collector road
- (d) Motor Fuel Station
- (e) Auto Sales
- (f) Car Wash
- (g) Auto Repair Facility – Minor
- (h) Public or private school

(E) Performance standards. The following minimum requirements shall be observed in the B-2 District:

- (1) Lot area: 15,000 square feet;
- (2) Lot width: 75 feet;
- (3) Setbacks:
 - (a) Front yards: not less than 25 feet. In the case of corner lots, two front yards will be required.
 - (b) Side yards: not less than ten feet on each side, except where there is a permissible zero lot line setback pursuant to division (D)(2)(a) above or 25 feet when abutting a public right-of-way or a residential district; and
 - (c) Rear yards: not less than 25 feet.
- (4) Impervious surface maximum: 65%

(F) Interim uses. The following are interim uses in a B-2 District and require an interim use permit based upon procedures set forth in and regulated by § 154.026 of this chapter: none.

SECTION 12. Section 154.086 is hereby amended to incorporate the amended zoning map as attached hereto.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL FOR THE CITY OF DUNDAS:

1. This Ordinance shall become effective immediately upon its passage and publication in accordance with law.

APPROVED by the City Council, of Dundas, Minnesota, on this 28th day of August 2023.

CITY OF DUNDAS BY:

ATTESTED:

Glenn Switzer, Mayor

Jenelle Teppen, City Administrator/Clerk

Ordinance 2023-07

_____ Switzer _____ Modory _____ La Croix _____ Swartwood _____ Gallagher

Publication in *Faribault Daily News* on: August __, 2023

**SUMMARY OF
ORDINANCE 2023-07**

**CITY OF DUNDAS
STATE OF MINNESOTA**

An Ordinance Amending Chapter 154 Related to the Adoption of the B-3, General Business District and Modifications to Non-retail Uses in the B-2 District

The following is the official summary of Ordinance 2023-07, which was approved and adopted by the Dundas City Council on August 28, 2023:

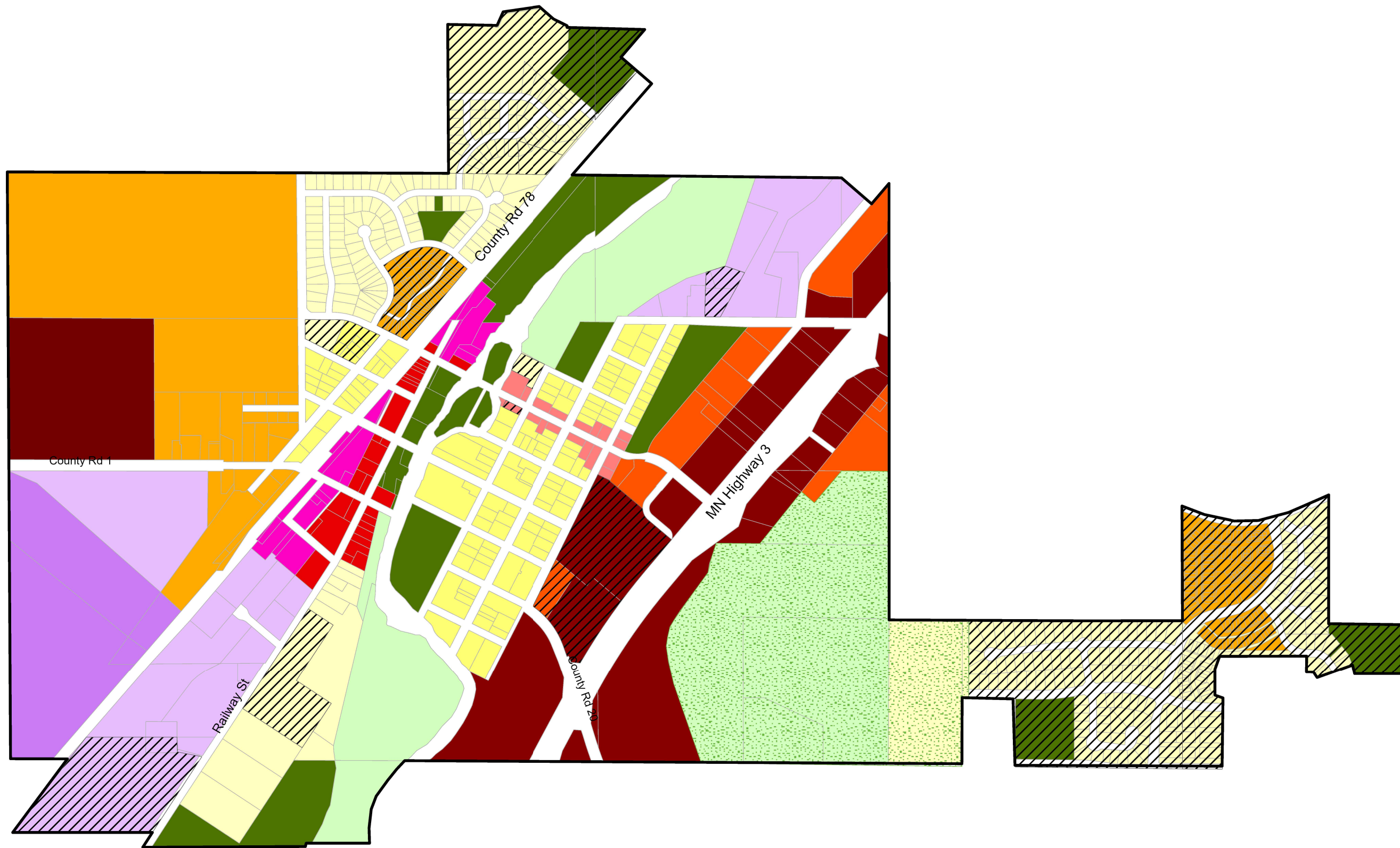
Chapter 154, the City of Dundas Zoning Ordinance, is hereby amended to include the B-3 District which allows for additional non-retail commercial type uses and modifications to the B-2 District to remove the same uses. The amendment includes a map update.

A copy of the entire Ordinance 2023-07 is available for inspection by any person during regular office hours at the Dundas City Hall, 100 Railway Street North, Dundas, Minnesota 55019; and is posted at the Dundas City website: www.cityofdundas.org.

ADOPTED BY THE DUNDAS CITY COUNCIL on the 28th day of August 2023.

Published by order:

Jenelle Teppen, City Administrator/Clerk
in the *Faribault News* on _____, 2023



CITY OF
DUNDAS
Zoning Map

R-1 Single Family Residential	B-1A Downtown Core Buisness	L-I Limited Industrial
R-2 Traditional Residential	B-1B Downtown Mixed Use	G-I General Industrial
R-3 Multifamily Residential	HSD Hester Street District	P-OS Public-Open Space
R-4 High Density Residential	B-2 Highway Commercial District	Bluff Protection District
NRSF Natural Resource SF Residential	B-3 General Buisness	PUD
		Boundary

0 0.13 0.25 0.5 Miles

Source: Rice County, MNDOT,
Northwest Associated Consultants

Map Updated: 08/17/23





REQUEST FOR CITY COUNCIL ACTION

TO: City Council Members

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Approving Addendums to the Two Maintenance Contracts the City has with Utility Service Co., Inc.

DATE: For the City Council Meeting of August 28, 2023

PURPOSE/ACTION REQUESTED

Consider Approving Addendums to the Two Maintenance Contracts the City has with Utility Service Co., Inc (USC).

SUMMARY

The City contracts with USC for maintenance of the City's two water tower tanks. These maintenance contracts have been in place since November of 2009.

In 2023 the cost of the contract for the East Tower (300,000 gallon tank) is \$23,405.60 and the annual cost for the West Tower (500,000 gallon tank) is \$27,510.48 (total of \$50,916.08). Annual fees are adjusted to reflect the current cost of service. Those adjustments are made each anniversary of the third year of the agreements. The annual fee is limited to a maximum of 5% per annum. For example, the total price of the contracts in 2020, 2021, 2022 was \$45,870.32. In 2023 the price increased 11% to \$50,916.08 which was 4% less than the 5% per annum allowed per the terms of the contract.

USC is contracted to provide:

- Annual inspections
- Biennially drain the tank to clean, inspect and disinfect the tank
- Clean and repair the interior and exterior as needed
- Emergency service
- Pressure relief valves if requested by the owner/owner installs

A provision of the contract is a 90-day written notice of termination prior to the first day of the upcoming contract year (November 1).

Staff has had conversations with the service representative about adding active mixing systems to both tanks and the attached addendums have been provided to staff. Also attached is the product brochure, a case study and datasheet. The service representative will also be in attendance to answer specific technical questions.

Adding mixers to the tanks provides the following benefits:

- Improves water quality
- Eliminates thermal stratification

- Eliminates chemical stratification and reduces residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product formation

Active mixing protects tank assets

- Prevents ice formation in cold climates
- Lowers headspace temperatures and reduces corrosion rates
- Lowers the rate of sediment accumulation

The cost for the mixer in the West Tower is \$45,963, and the cost for the mixer in the East Tower is \$39,423. Payments are spread over three years with quarterly payments of \$7,117.50.

Following the initial three-year period, the fee will include an additional \$4,668 per contract year. Funding for both the annual contract and this addendum for the mixing systems is included in the Water Fund which has a balance as of 12/31/2022 of \$3,124,159.

The City Engineer has made inquiries of his colleagues at WSB regarding the prevalence of mixers in water tanks in other jurisdictions and he reports that mixers are a common feature for the reasons bulleted above.

RECOMMENDATION

Motion to approve addendums to the maintenance contracts the City has with USC for the two water tower tanks adding a mixing system to each tank.

Nature. Technology. Innovation.



PAX Water Mixers



www.paxwater.com

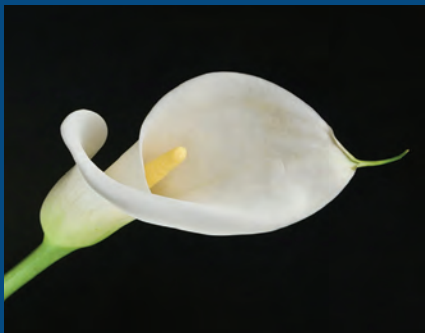
Innovative Water Quality Solutions – Inspired by Nature

PAX Water Technologies is the leading manufacturer of technologies that improve water quality in storage tanks and in water distribution systems. The design of PAX Water Mixers combines rigorous scientific analysis with biomimicry: utilizing nature's fluid mechanical principles to achieve superior energy efficiency in a remarkably compact form. With an install base approaching 1,000 units worldwide and a fleet age of over seven years, the PAX Water Mixer is the most frequently specified mixing system by consulting engineers and municipal water system operators. The PAX Water Mixer is installed throughout the United States, Canada, Australia, Europe and the Middle East.

- In-house water quality and fluid dynamics laboratory
- In-house high-fidelity Computational Fluid Dynamics capability
- In-house product testing and verification
- NSF/ANSI 61, ETL and UL certified systems

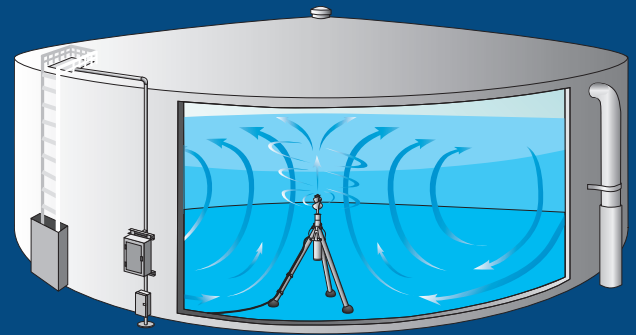
>> Biomimicry – adapting nature's solutions to solve technical problems."

—Jay Harman, Founder, PAX Scientific



>> Since the PAX Mixer has been installed, we've seen better residuals at the top and bottom layers and have had great water quality; furthermore, nitrification levels have dropped significantly."

—Randall Wilhelm, O&M Distribution Supervisor,
South Coast Water District, California



Powerful Mixing – The Key to Better Water Quality

Active mixing improves water quality

- Eliminates thermal stratification, short-circuiting and “dead zones”
- Eliminates chemical stratification and reduces residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation

Active mixing protects tank assets

- Prevents ice formation in cold climates
- Lowers headspace temperatures and reduces corrosion rates
- Lowers the rate of sediment accumulation



PAX Water Mixer Family – for All Types of Tanks

PWM100 / PWM150

Compact, lightweight jet mixer. Utilizes PAX's patented vortex nozzle design for powerful mixing in small to mid-size tanks.

TANK SIZE:

Up to 375,000 gal (PWM100)
Up to 750,000 gal (PWM150)

TECHNICAL DATA:

Power Supply: 120 VAC
Power Draw: 670 watts
Height: 30" (PWM100)
34" (PWM150)
Weight: 40 lbs (PWM100)
42 lbs (PWM150)

FEATURES:

- Self-install design
- Points upward, even on sloped floor
- Completely NSF-61 certified

OPTIONS:

- Chemical feed attachment
- SCADA-compatible

PWM200 / PWM400 / PWM500 / PWM600

Powerful tripod-mounted mixer using PAX's patented Lily impeller to create power and energy efficiency

TANK SIZE:

Up to 0.75 MG (PWM200)
Up to 9 MG (PWM400)
Up to 15 MG (PWM500)
Up to 25 MG (PWM600)

TECHNICAL DATA:

Power supply: 120/240 VAC
Power draw: 575 watts (PWM200)
345 watts (PWM400)
825 watts (PWM500)
2,130 watts (PWM600)
Height: 38" (PWM200)
49" (PWM400, PWM500, PWM600)
Weight: 47 lbs (PWM200)
53 lbs (PWM400)
59 lbs (PWM500)
71 lbs (PWM600)

FEATURES:

- Fixed or free-standing installation
- SCADA-compatible
- Completely NSF-61 certified

OPTIONS:

- Chemical feed attachment
- Solar powered
- Self-install design



and Process Conditions

PWM400-VAM / PWM500-VAM / PWM600-VAM

Powerful low-angle mixer using PAX's patented Lily impeller to create thorough circulation in large, shallow reservoirs

TANK SIZE:

Up to 8 MG (PWM400-VAM)
Up to 14 MG (PWM500-VAM)
Up to 20 MG (PWM600-VAM)

TECHNICAL DATA:

Power supply: 120/240 VAC
Power draw: 345 watts (PWM400-VAM)
825 watts (PWM500-VAM)
2,130 watts (PWM600-VAM)
Height: 31"
Weight: 73 lbs (PWM400-VAM)
80 lbs (PWM500-VAM)
90 lbs (PWM600-VAM)

FEATURES:

- Free-standing installation
- Self-installable
- SCADA-compatible
- Completely NSF-61 certified

OPTIONS:

- Chemical feed attachment
- Solar powered



No Mixer



PAX Water Mixer

>> The PAX Water Mixer works, plain and simple. I'm never going to worry about ice again."

—Frank Kearney Sr., Superintendent, Old Town Water District, Maine



PAX Water Mixers – Proven Success in Tanks of All Shapes and Sizes

>> We installed a PAX Mixer in a problematic half million gallon reservoir and have seen excellent mixing throughout the entire tank. The PAX Mixer solved our thermal stratification problem and continues to maintain great water quality.”

—Dan Heibel, former Water Quality Specialist, The City of Redwood City, California



Ground-Level Storage Tanks

Ground-level storage tanks are exposed to the sun and often experience thermal stratification and high water age. PAX Water Mixers have been installed to eliminate thermal stratification and improve water quality in tanks from 0.05 MG to 30 MG.

Elevated Tanks

Elevated storage tanks tend to get hotter in the summer and colder in the winter. Large mixing systems that require cranes and hatch alterations for installation are inconvenient. The PAX Water Mixer can be easily installed without draining the tank and does not require a crane.

Underground Tanks

Underground reservoirs are better insulated, but often have issues with thermal and chemical stratification. A lot of these reservoirs are large and shallow, with numerous support columns that can impede lateral flow and inhibit mixing. PAX horizontal mixers (PWM-VAM series) are ideally suited to mix and circulate water in these situations.

Standpipes

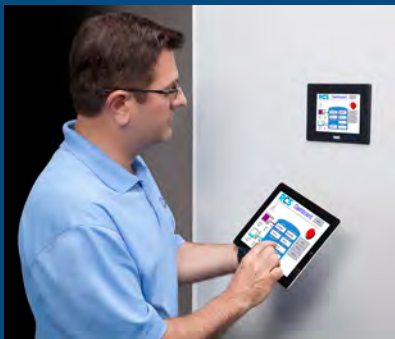
Standpipes suffer from some of the worst mixing problems. They are tall and narrow, prone to rapid and extreme thermal stratification. PAX Water Mixers have tackled the most challenging mixing conditions in standpipes, eliminating thermal stratification and restoring healthy disinfectant residual levels up to the top of the tank.

>> The success of the TRS aeration system in the Millingport tank has given us a new tool to reduce THMs in our system.”

—Donna Davis, Utilities Department Director, Stanly County, North Carolina

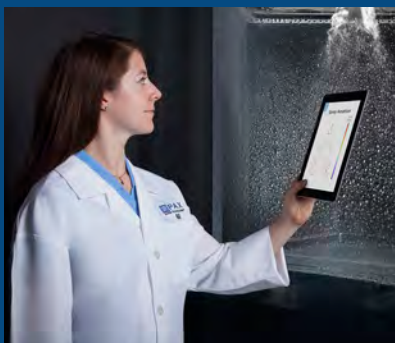


Fully Integrated Water Quality Systems



Automated Disinfectant Dosing Systems

Adding disinfectant to tanks to boost residual levels is impossible to do without thorough mixing. The PAX Water Mixer has been proven to provide the most powerful and reliable mixing performance in residual boosting applications. The PAX Water Mixer has optional chemical injection equipment to deliver a dose into the fast-moving jet above the mixer. PAX and its partners have also developed automated dosing systems that continuously monitor and adjust chlorine or chloramine disinfectant levels in storage tanks – enabling operators to reliably control water quality.



In-Tank Aeration for THM Removal

Tank aeration is a proven method for removing volatile disinfection by-products such as trihalomethanes (THMs) from finished drinking water. PAX has developed TRS – an energy-optimized aeration system that is customizable for any sized tank. However, aeration is of limited effectiveness if the tank is not adequately mixed. The powerful PAX Water Mixer ensures that an aeration system is maximally efficient. Even without supplemental aeration, the PAX Water Mixer can produce substantial reductions in THM levels in water storage tanks and reservoirs.

We are committed to creating a world where high-quality drinking water is sustainably produced, efficiently distributed, and universally valued as a life-giving foundation for healthy communities.

Our mission is to deliver innovative, durable and elegant water quality solutions, inspired by nature and backed by science, to our partners and the communities they serve.

ANY TANK. ANY SIZE.™



PAX Water Technologies, Inc.
860 Harbour Way South, Suite C
Richmond, CA 94804

For sales and service, contact:
Phone: 866.729.6493
Email: info@paxwater.com
www.paxwater.com



New Mixing Technology Helps Mountain District Eliminate Ice and Improve Water Quality

South of Laramie Water and Sewer District (SLWSD), situated in a valley between the Laramie Range and the Snowy Range Mountains, is a consecutive system that buys water from the City of Laramie, Wyoming. With a population of 480, one water tank and about ten miles of pipeline, SLWSD is typical of many of the water systems in Wyoming. At an elevation of 7,200 feet, the Laramie area experiences bright sunny days for much of the year, but very cold weather conditions in the winter.

Since SLWSD was formed in 1996, managing icy conditions and maintaining water quality in their only tank, a 300,000 gallon pedisphere, has been a concern (Figure 1). "This tank is at the end of our system," explained Foster White, Operation/Manager of SLWSD. "While we have only 220 active meter services, we have nearly 230,000 gallons in volume in our pipes to provide for fire flow as well as regular consumption. It can take up to a week for water to make it through our system and into the tank, and this makes managing water quality inside the tank a challenge."

In winter, icing issues inside the tank were severe. "We often see daytime temperatures no higher than 10 to 20 degrees Fahrenheit and nights well below zero for an entire month," noted White. "We would commonly find a girdle of ice 4 - 6 inches thick and 2 - 3 feet wide where the water level around the outer tank wall fluctuated." The ladder access tube passes through the center of the tank and a "pineapple ring" of ice 4 - 6 inches thick would form around the access tube and float up and down with the tank level. The scraping action of this ice ring scoured the paint, requiring repairs every time a tank inspection was done by divers. The damage was increasing to the point, that in a few years, the tank would have to be taken off line, drained, sand blasted and repainted. A repair of that magnitude would require the tank to be out of service for 3 - 4 weeks and would create a severe problem for a system with only one tank.

Another major concern for SLWSD was water quality. With the tank at the end of the distribution system, water age was high. "Because water temperature can vary so much from season to season, we were concerned about thermal stratification and high water temperatures accelerating residual loss and disinfection byproduct formation," noted White. "We wanted to make sure we went with a mixing technology with a proven track record."

SLWSD contacted PAX Water Technologies after learning about the effectiveness of their tank mixing technology from the Utility Division in Casper, WY. Initially, a PAX Water Mixer (PWM200) was installed and operated in the tank. But, because the tank had to remain full at all times, the installation was performed by a diver who used a complicated mounting. When the mounting lost its grip during the winter, the mixer turned off and the SLWSD tank lost its sole defense against ice. "We were really concerned that we would need to bring a diver back in to put the mixer back upright, and we'd have to wait until the end of the winter."



Figure 1. 300,000 gallon pedisphere in Laramie, WY. Winter temperatures are commonly below freezing for weeks at a time.

But unbeknownst to SLWSD, PAX Water Technologies had been developing a novel vortex mixer (PWM100) designed specifically for smaller tanks. Unlike PAX Water's main line of mixing systems, which leverages the PAX Lily impeller technology openly spinning in the tank, this new technology utilizes a PAX patented nozzle that produces the same vortex flow of water, but without a spinning impeller (Figure 2). While this new configuration requires more energy to operate than the highly efficient Lily impeller design, it has the advantages of being compact, easy to install and a lower capital cost.



Figure 2. The PAX Water Mixer (PWM100) for small tanks. The vortex mixer is 30 inches tall, weighs 40 pounds and can be self-installed.

The new mixer was installed in early March 2013. The tank had large masses of ice floating in the water and clinging to the walls (Figure 3a). Temperatures were still well below freezing for many hours of the day. "We were impressed by how easy the mixer was to install and operate," notes White. "It's a drop-in system that can be easily retrieved by an operator, so we didn't have to worry about paying for a diver." Temperature probes were also installed in the tank to record the effect of the mixer on the temperature profile in the tank.

Within the first 24 hours, ice within the tank had already shrunk in size and extent (Figure 3b). With each fill and drain cycle, new water entered the tank and was circulated by the mixer to melt the volume of ice. After about a week, the tank was ice-free (Figure 3c). This visual demonstration of the power of the mixer was all the operators needed to be convinced that they had selected the right mixing system.



Figure 3a. Ice conditions inside the tank prior to turning on the mixer. Note the damaged coatings above the water line.



Figure 3b. Ice conditions inside the tank after 24 hours of mixer operation. The ice has substantially melted and open water is visible in many areas.



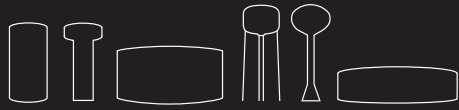
Figure 3c. Image of tank after operation of the mixer. Despite sub-freezing temperatures, the tank was rendered ice-free after a week of mixer operation.

www.paxwater.com

“We were very impressed with this new technology,” said White. “This mixer seemed ideally suited to a tank and system of our size, and the ability to easily install and remove it ourselves is a big advantage.” “We were also pleasantly surprised that PAX stepped up to work with us for a solution to our problem. We had purchased the PWM200 from PAX but had done the install ourselves, so they could have said that it should have been installed differently or been designed differently. Instead, they involved themselves with our problem and came back with the PWM100 option that addressed all of our concerns.”

“We were very impressed with this new technology. [The PWM100] is ideally suited to a tank and system of our size, and the ability to easily install and remove it ourselves is a big advantage.”

Foster White, Operation/Manager, South of Laramie Water and Sewer District

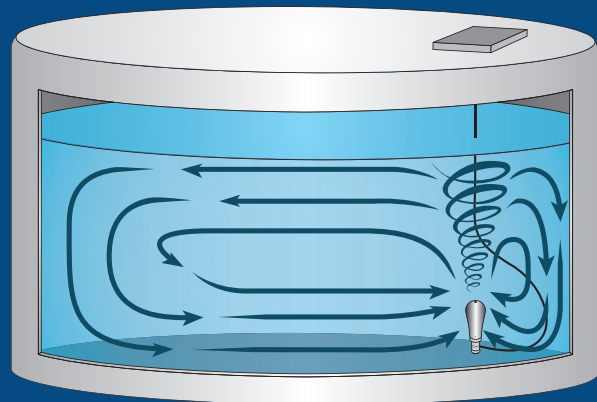


PAX Water Mixer (PWM100) Product Specifications



Powerful Jet Mixer for Small Water Tanks

- Lightweight and easy-to-install
- Eliminates thermal stratification
- Improves disinfectant residual levels
- Lowers DBPs and nitrifying bacteria
- Protects tank from ice damage and corrosion



The PAX Water Mixer creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume

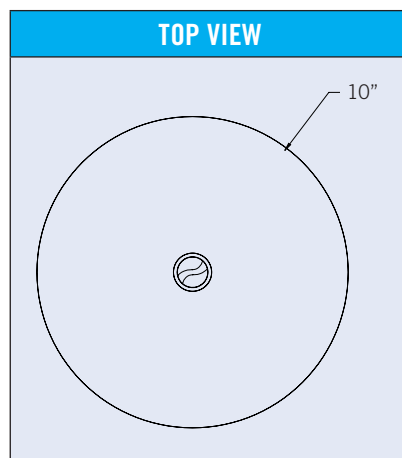
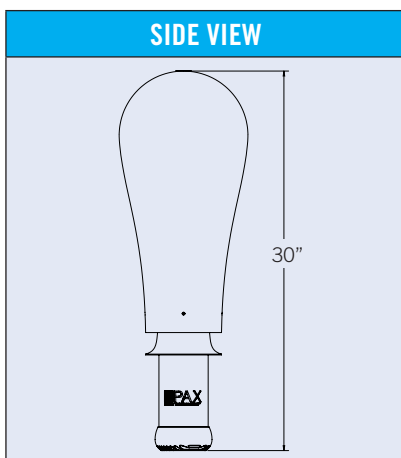
Find out how a PAX Water Mixer can help you
Call our Water Quality Specialists today at **1-866-729-6493**
or visit **www.paxwater.com**



PAX Water Mixer (PWM100) Product Specifications

The PAX Water Mixer (PWM100) is an active jet mixer for small water storage tanks. The mixer creates a powerful vortex flow pattern to thoroughly circulate the entire tank volume and prevent water quality issues. Compact and lightweight, the mixer can be easily lowered into the tank from the hatch and self-rights on the tank floor, even on a sloped surface.

MIXER SPECIFICATIONS	PWM100 (115)	PWM100 (115) with Control Center (PCC105)	PWM100 (230)	PWM100 (230) with Control Center (PCC105)
Power Supply Requirement	120 VAC, 60 Hz, GFCI-protected, 20 amp circuit	120 VAC, 50/60 Hz, non GFCI-protected, 20 amp circuit	240 VAC, 60 Hz, GFCI-protected, 15 amp circuit	240 VAC, 50/60 Hz, non GFCI-protected, 20 amp circuit
Customer Supplied Power Switch	Type 3R safety disconnect switch			
Motor Type	115 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated	230 VAC, 60 Hz, water-filled, water-lubricated
Nominal Power Draw	1.15 kVA (670 watts)	1.15 kVA (1070 watts)	1.15 kVA (670 watts)	1.15 kVA (1070 watts)
Footprint Diameter	10" (25 cm)			
Height	30" (76 cm)			
Weight	40 lbs (18 kg)			
Material: Housing	316 stainless steel			
Material: Motor Seals	Chlorine/chloramine-resistant NBR rubber			
Material: Foot	Chlorine/chloramine-resistant EPDM rubber			
Wiring	NSF 61 & UL-listed submersible pump cable 14 AWG (2.1 mm ²) XLPE			
Weight: Control Center	N/A	42 lbs (19 kg)	N/A	42 lbs (19 kg)
Material: Control Center	N/A	Powder-coated carbon steel, Type 3R enclosure	N/A	Powder-coated carbon steel, Type 3R enclosure





July 19, 2023

Jenelle Teppen
City of Dundas
216 Railway Street North
Dundas, MN 55019

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Jenelle Teppen:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank Project#	Customer #
30-Nov-2009	West Tank	500,000	Hydropillar	122461	16815

The following Services shall be added to the Original Contract:

Mixing System Installation and Service

1. The Company shall install an active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX 150 active mixing system along with its component parts.
3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.
4. As determined necessary by the Company due to operational problems with the mixing system, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
5. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

TERMS: The cost for the Mixer Installation will be an additional \$45,963.00 ("Additional Fee") for the West Tank. The Additional Fee will be in addition to any annual fees set forth in the Original Contract, and the payments for the Additional Fee will be spread over three (3) years with each of the quarterly payments being in the amount of \$3,830.25. Billing for this addendum will begin January 1, 2024. Following this three-year period, the maintenance fee for this Original Contract will include an additional \$2,358.00 per Contract Year for new services outlined in this addendum, with increases as defined in the Original Contract. Billing frequency shall remain quarterly.

Should City of Dundas elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Jonathan Cato
Chief Operating Officer

City of Dundas, MN

Authorizing Signature: _____ **Title:** _____

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

Printed Name: _____ **Date:** _____



July 28, 2023

Jenelle Teppen
City of Dundas
216 Railway Street North
Dundas, MN 55019

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Jenelle Teppen:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank Project#	Customer #
30-Nov-2009	East Tower	300,000	Pedisphere	122460	16815

The following Services shall be added to the Original Contract:

Mixing System Installation and Service

1. The Company shall install an active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX 100 active mixing system along with its component parts.
3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.
4. As determined necessary by the Company due to operational problems with the mixing system, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
5. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

TERMS: The cost for the Mixer Installation will be an additional \$39,423.00 ("Additional Fee") for the East Tower. The Additional Fee will be in addition to any annual fees set forth in the Original Contract, and the payments for the Additional Fee will be spread over three (3) years with each of the quarterly payments being in the amount of \$3,285.25. Billing for this addendum will begin January 1, 2024. Following this three-year period, the maintenance fee for this Original Contract will include an additional \$2,310.00 per Contract Year for new services outlined in this addendum, with increases as defined in the Original Contract. Billing frequency shall remain quarterly.

Should City of Dundas elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Jonathan Cato
Chief Operating Officer

City of Dundas, MN

Authorizing Signature: _____ **Title:** _____

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

Printed Name: _____ **Date:** _____

MEMORANDUM

To: Honorable Mayor and City Council
Dundas, Minnesota

From: Dustin M. Tipp, P.E.
City Engineer

Date: August 28, 2023

Re: Approve the Railway Street Sidewalk Removal

Introduction

Staff plans to install new streetlights at various locations along Railway Street as part of this year's street lighting project. In order to install two of the poles in the proper location between Bridge Street and Mill Street, the concrete sidewalk needs to be removed. Attached is a figure showing the proposed pole locations and concrete sidewalk removal limits.

Background

Just north of Bridge Street to Hester Street, along Railway Street, a concrete sidewalk runs adjacent to a paved trail. Because of this, a narrow boulevard between the concrete sidewalk and street is the only location for the proposed street light poles. With the private utilities in the boulevard, the foundations for the poles need to be installed further back from the street, requiring the concrete sidewalk to be removed.

Staff is proposing to remove the concrete sidewalk from just north of Bridge Street to Hester Street where the sidewalk runs adjacent to the paved trail. The concrete sidewalk in this area is not needed as the paved trail will accommodate pedestrians and bicyclists. Staff reached out to Rice County and the DNR and they are both in support of the concrete sidewalk removal. The benefits of removing the concrete sidewalk are outlined below:

- Light poles will have proper setback from the street which decreases the likelihood of damage from plows and vehicles.
- Increased boulevard width to allow for more snow storage and creates a better environment for boulevard grass.
- Eliminates infrastructure that Public Works is currently responsible for maintaining.

- Eliminates future costs for the City to remove and replace the concrete sidewalk once the condition degrades.

If the concrete sidewalk is not removed, the poles would not be able to be installed in that area and would have to be shifted further south down Railway Street. The current proposed light pole locations have the poles evenly spaced along Railway Street.

If the concrete sidewalk is removed, staff would topsoil, regrade and seed the boulevard after removal.

Alternatives

1. Motion to Approve the Railway Street Sidewalk Removal.
2. Do not Approve the Railway Street Sidewalk Removal.

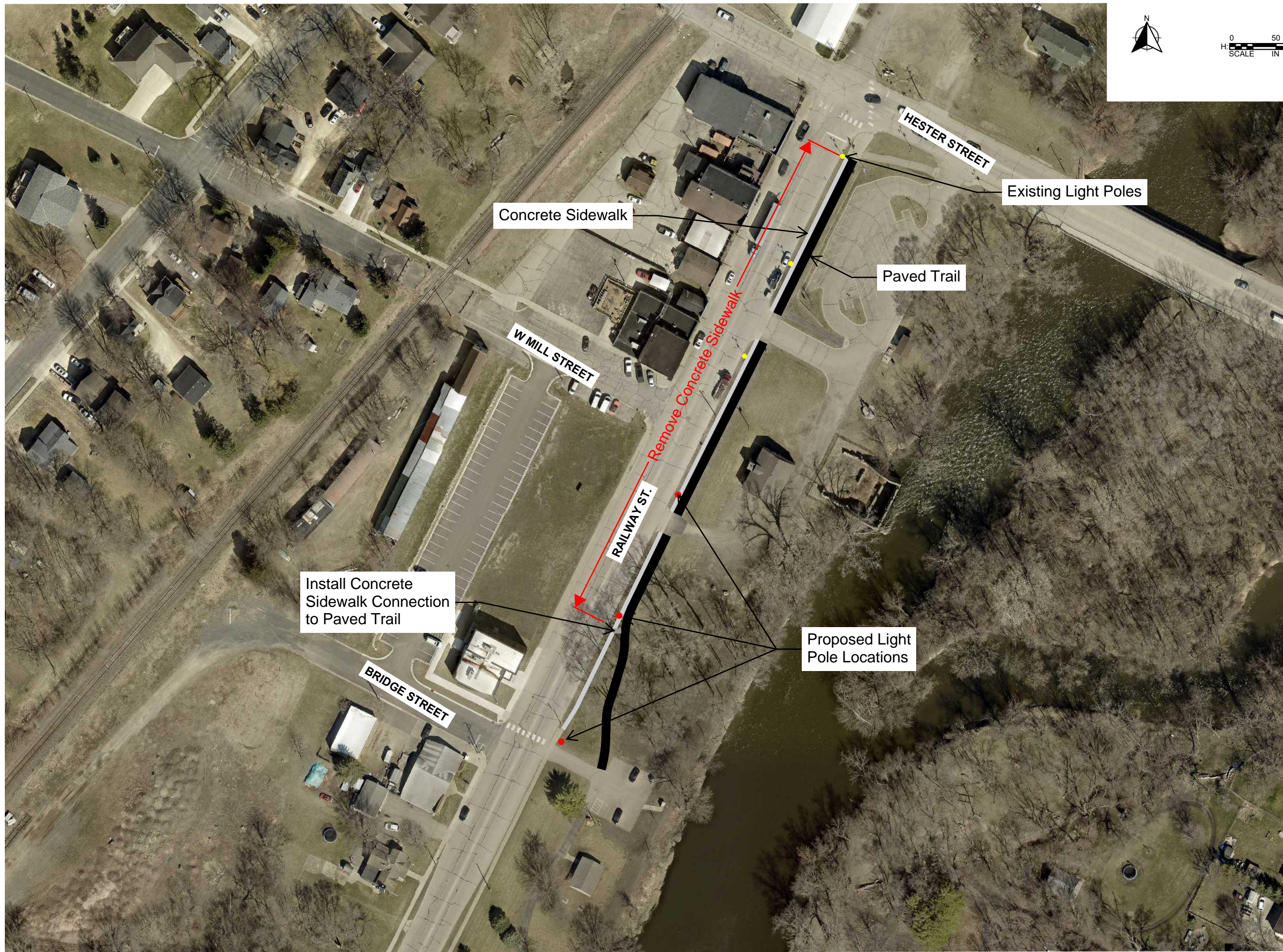
Staff Recommendation

Alternative No. 1: Motion to Approve the Railway Street Sidewalk Removal

Attachments

1. Proposed Pole Location and Concrete Sidewalk Removal Figure

K:\010169-0001 - Projects\2023\Railway Sidewalk Removal\CAD\2023\Dundas Sidewalk Removal.dwg 8/4/2023 11:18:31 AM



0 50 100
H: SCALE IN FEET

wsb

SCALE: AS SHOWN
PLAN BY: NDK
DESIGN BY: DMT
CHECK BY: DMT

REVISIONS

NO.	DATE	DESCRIPTION

SIDEWALK
REMOVAL

RAILWAY STREET WALK REMOVAL
CITY OF DUNDAS

WSB PROJECT NO.
010169-000

SHEET
1 OF 1

City of Dundas
Public Works Staff Meeting / City Engineer Update 08/23/23
August 24, 2023
Agenda

The City Administrator, Public Works Director, and City Engineer meet at least monthly to plan and review projects and tasks, and to discuss public works matters of all types. The agenda used for the most recent Public Works staff meeting forms the basis for the updates that are provided to the City Council. Following is the most recent Public Works staff meeting agenda with notes added.

1. 2021 Street Maintenance
 - ***The contractor has completed all punch list work and the project will be closed out.***
2. 2023 Storm Sewer Maintenance
 - Hester Street
 - On the south side of Hester Street between the Menard and City ponds; the storm sewer outlet from 3rd Street will be extended, and the pond side slopes flattened in this area. 9-12-22 Easement documents were approved by Council. Staff is working with Menard to get the documents executed.
 - Modification work to the catch basin near the Dundas Dome driveway. Structure cannot be lowered. Lower grade around casting and structure and rip rap area. Regrade from road and Dundas Dome swale to improve drainage with the possible addition of a concrete flume from street to catch basin. Staff is developing a concept plan for this work. Staff is preparing a plan to send out for quotes.
3. 2023 Street Lighting
 - On Railway Street down to West Avenue; and including lights at each end of the pedestrian bridge over the Cannon River.
 - The poles and fixtures have been delivered.
 - It is proposed to remove the concrete walk along railway street that runs adjacent to the paved trail in order to install the proposed streetlights. The information will be reviewed at the 8-14-23 City Council meeting.
 - ***Staff discussed the concrete sidewalk removal with the DNR, and they support the removals and lighting improvements along Railway Street.***
4. Comprehensive Transportation Planning
 - 4-13-22 Staff prepared a Joint Road Policy, and the policy was reviewed with Bridgewater Township officials. Staff is waiting on comments from BWT officials with regards to the JRP. Staff met with BWT representatives on 6-21-23 to discuss the Joint Road Policy. Staff held a follow up meeting 7-26-23 with BWT officials.
 - Staff prepared a preliminary road design and estimate of project costs for street improvements for a portion of 115th Street between CSAH 20 and CSAH 22.
 - 4/12/21 the City Council approved a resolution in support of Rice County preparing a planning Study of Decker Avenue from TH 19 to CSAH 1. 8-3-23 Staff met with County officials to begin discussions on the schedule for the Decker Avenue planning study. Project information and timelines will be sent over from the County.

- *The County is reaching out to consulting firms to obtain proposals to perform the study.*

5. CSAH 1/TH 3 Pedestrian Crossing

- The scope of work includes installing a trail along CSAH 1, connecting to the existing sidewalks on Schilling Drive, Cannon Road, and North Stafford Road. A trail connection would also be made to the existing trail along TH 3. Pedestrian crossing improvements would be made to the intersection of TH 3 and CSAH 1. Ditch grading and storm sewer improvements would be made to accommodate the trails.
- Funding in the amount of \$370,000 has been allocated to the project in the State's 2023 Capital Budget under Grants to Political Subdivisions.
- Funding was to be administered on 8-1. Correspondence with MnDOT indicates that the State is still working through the process to get funding administered with no date set at this time.

6. ECRT Parking Lot and Dog Park Relocation

- The concept plan was approved by Council March 13th Council Meeting.
- The dog park relocation is in the CIP for 2023 and the parking lot improvements in 2024.
- Staff met with Canines at Play to discuss participation in the project.
- Council awarded the Contract for the dog park fence to Caron fence on 5-22-23.
- ***Caron Fence started the fence work the week of 8-14-23 with work being finished the week of 8-21-23.***

7. Forest Avenue and Depot Street

- Based on the soil borings for Forest Avenue, extensive pavement repair is necessary. Future construction will likely include pavement reclamation and a bituminous overlay.
- Based on pavement cores in the roadway on Depot Street from Hester Street to Forest Avenue, the recommendation for rehabilitation of the roadway is full pavement removal and replacement or full depth reclamation.

8. Northfield Wastewater Treatment

- Northfield received written approval from the PCA for the permit amendment. The City of Northfield will approve future sanitary sewer extension permits and the surcharge will be discontinued while the City's flows remain within the revised limits.

9. Public Works Tasks

- The storm water code and fees are under review, including sump pump connection requirements.
- 7-24-23 Council approved a not to exceed limit of \$12,000 for spray patching to perform street maintenance on street areas damaged over the winter/spring. Because the contractor bills for this work hourly, staff have prioritized the repair areas based on severity of damage. Staff is finalizing the contract with the Contractor and are awaiting a schedule to start the work.
- Council approved the installation of QuickLocks to repair the two damaged sections of pipe on Schilling Drive north of Hester Street.
- Staff is coordinating the restriping of the green and white crosswalks for the 1st Street bike lane, as well as the City Hall parking lot with a local contractor. The Contractor indicated that the work would be able to be completed by the end of August. ***The work will be completed the week of 8-28.***

10. Regional Storm Water and Wetland

- The work in the pond south of County Road 1, within Schilling Park, will be completed in 2025 to allow time for the dog park to be moved and the existing fence to be removed.

11. Stoneridge Hills 2nd

- 6-13-22 Preliminary Plat, Final Plat and Developer's Agreement were approved by Council.
- Because the plat was not recorded within the required 100 days of approval, the Developer will need to reapply for final plat approval.
- The City will require a signed Developer's Agreement with securities, signed mylars and the final revised construction and landscape plans to move forward with the development.

12. West Avenue Apartments

- Weekly and rainfall inspections will be done on behalf of the City through the duration of construction ensure erosion control issues do not arise.
- Grading and excavation began on the site on 5/2/22.
- Council approved an amendment to the Developer's agreement to extend the completion date to September 1, 2023.

13. Pavement Management Plan and Franchise Fees

- 1-23-23 Plan was presented to Council.
- At the February 27th Council Meeting, a work session was held to discuss costs associated with recommended maintenance activities.
- A work session was held at the March 27th Council meeting to discuss funding options.
- 4-24-23 Staff met with the Public Works Committee to discuss the franchise fee process and details.
- 7-10-23 Staff met with the Public Works Committee to discuss the potential revenue options provided by Xcel and how the funding will be budgeted for future roadway improvement and maintenance projects.
- 7-24-23 Council reviewed the franchise fees and recommended moving forward with the 5% fee. Staff is working on public outreach and setting up an informational open house prior to the public hearing to adopt the franchise fee ordinance.

14. Public Works Cold Storage

- The preliminary site plan and building details were presented to Council on 2-27-23.
- The preliminary floor plan would include information such as garage door, service door and window placement. Final design would be the responsibility of the contractor.
- Project information and proposed quote package for building and site grading were brought to Council for review at the May 22nd Council meeting.
- Council awarded the contract to Raw Construction, LLC for the site grading on 7-10-23. Work will begin on 8-15-23 and be completed in early September.
- Quotes were due 8-4-23 for the cold storage building. A total of 3 contractors submitted quotes for the work. Staff is reviewing the quotes and proposed building designs. The information will be presented to Council at a future meeting.

15. Preliminary Effluent Review

- 7-25-22 Council approved a proposal to complete the preliminary effluent review.
- 1-5-23 Staff has started work on the review.

- 6-22-23 Preliminary Effluent Review Request was sent to the MPCA. Staff is waiting to receive the information required to complete the review. The information will be presented to Council once the review is completed.

16. Sanitary Sewer and Water Comprehensive Plan

- 1-5-23 Staff has started on the comprehensive plan. The work is budgeted for 2023 in the enterprise fund budget.

17. Transportation Comprehensive Plan

- 1-5-23 Staff has started work on the comprehensive plan. The work is budgeted for 2023 in the general fund budget. The draft plan has been completed and is currently under review by Staff.