

DUNDAS CITY COUNCIL
REGULAR MEETING AND PUBLIC HEARING AGENDA
Monday, May 10, 2021
7:00 p.m. Dundas City Hall
Page 1 of 2

- 1. Call to Order/Pledge Allegiance**
- 2. Roll Call:** Mayor Glenn Switzer; Councilors Larry Fowler, Luke LaCroix, Grant Modory, Luke Swartwood
- 3. Public Forum**
- 4. Approval of Agenda***
Motion by _____, second by _____
- 5. Presentation**
 - a. Dennis Luebbe Rice County Highway Engineer
- 6. Consent Agenda** *(All items on the Consent Agenda are considered routine and have been made available to the City Council at least two (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 so requests, in which event the item will be removed from this agenda and considered in normal sequence.)*
 - a. Regular Minutes of April 26, 2021*
 - b. Disbursement Report* - \$169,763.53
Motion by _____, second by _____
- 7. Public Hearing (Continuance)**
 - a. Application for Easement Vacations Related to Re-platting of a portion of Bridgewater Heights into Tower Heights
 - i. Open Public Hearing at _____ p.m.
 - ii. Staff Presentation
 - iii. Applicant Presentation
 - iv. Public Comment
 - v. Closing Public Hearing
- 8. Old Business**
- 9. Ordinances and Resolutions**
 - a. Resolution 2021-13 A Resolution Approving an Easement Vacation Associated with the Tower Heights Final Plat
Motion by _____, second by _____
 - b. Resolution 2021-14 A Resolution Approving a Final Plat for Tower Heights
Motion by _____, second by _____
 - c. Ordinance 2021-06* An Ordinance Amending City Code Chapter §154.188: Procedures for Filing and Review
Motion by _____, second by _____
- 10. New Business**
 - a. Consider Approving Development Contract and Planned Unit Development Agreement for Bridgewater Heights -Tower Heights
Motion by _____, second by _____
 - b. Consider Accepting the Second Quarter 2021 Financial Report*
Motion by _____, second by _____
 - c. Renewal for Off Sale Intoxicating Liquor License
 - i. AJE Enterprises, Inc., d/b/a Firehouse Liquor
Motion by _____, second by _____
 - ii. Four Browns, LLC d/b/a MGM Wine and Spirits
Motion by _____, second by _____

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New Business (con't)

- d. Renewal for Wine On-Sale
 - i. CABB II, LLC d/b/a/ Cannon Valley Cinema 10
Motion by____, second by____
- e. Renewal for 3.2 Beer On-Sale
 - i. CABB II, LLC d/b/a/ Cannon Valley Cinema 10
Motion by____, second by____
- f. Renewal for 3.2 Beer Off-Sale
 - i. Kwik Trip Inc d/b/a Kwik Trip #489
Motion by____, second by____
- g. Renewal for Combination On-Sale/Off -Sale Intoxicating Liquor License and for Special Sunday On-Sale License
 - i. Lyle and Pauline's, Inc., d/b/a L&M Bar and Grill
Motion by____, second by____

11. Reports of Officers, Boards and Committees

- a. City Attorney
- b. City Engineer*
- c. City Administrator
- d. Mayor, Councilors and Committees

12. Announcements

- a. Park and Recreation Advisory Board – Tuesday, May 11 at 7:00 p.m. City Hall
- b. Dundas Planning Commission Meeting – Thursday, May 20 at 7:00 p.m. City Hall
- c. City Council Meeting – Monday, May 24 at 7:00 pm at City Hall
- d. City Hall Closed – Monday, May 31 Holiday

13. Work Session

- a. 2022 Budget Process/Timelines, Goals and Priorities*

14. Adjourn

**DUNDAS CITY COUNCIL
REGULAR MEETING MINUTES
Monday, April 26, 2021
7:00 p.m. Dundas City Hall**

UNOFFICIAL MINUTES

Present: Mayor Glen Switzer; Councilors: Larry Fowler, Grant Modory, Luke LaCroix, Luke Swartwood

Absent: Councilor Grant Modory

Staff Present: City Engineer John Powell, Attorney Jared Shepherd, City Planner Nate Sparks,
Administrator/Clerk Jenelle Teppen, Deputy Clerk Linda Ripka

CALL TO ORDER/PLEDGE ALLEGIANCE

Mayor Switzer called the Council meeting to order at 7:00 p.m. with the pledge of allegiance. A quorum was present.

PUBLIC FORUM – No public input

APPROVAL OF AGENDA

Motion by Fowler, second by Swartwood, to approve the agenda with addition of holding a Public Hearing. Motion Carried Unanimously (MCU)

PRESENTATION

City Planner Nate Sparks Updated Comprehensive Plan

Planner Nate Sparks (NAC) reviewed the process taken by the Planning Commission, including public input as part of updating the Comprehensive Plan for Dundas. He reviewed the Community Survey noting overall themes were; independent, historic, small town atmosphere, employment, single family, Cannon River, parks and trails, efficient government and rural context. He stated from the theme the City Vision was incorporated: Dundas is an independent, historic small town with unique natural characteristics that provides a quality residential atmosphere with ample employment and commercial opportunities. Sparks reviewed policies and natural resources. He compared the existing land use map with future land use noting the areas of changes especially the look of the downtown area.

CONSENT AGENDA

Motion by LaCroix, second by Fowler, to approve the consent agenda as follows:

Regular Minutes of April 12, 2021;

Disbursement Report - \$424,054.82. MCU

OLD BUSINESS - No old business was brought before Council.

ORDINANCES AND RESOLUTIONS

Resolution 2021-12 A Resolution Acknowledging and Reactivating the Dundas Economic Development Authority

Administrator Teppen reviewed the purpose of the Economic Development Authority (EDA), responsibility of the EDA, setting a budget for 2022, and responsibilities moving forward.

Motion by Fowler, second by LaCroix, to approve Resolution 2021-12. MCU

NEW BUSINESS

Consider Approving Quote and Awarding Contract for Replacement of Memorial Park Playground Equipment

Administrator Teppen stated four quotes were received under budget and the Park & Recreation Advisory Board reviewed with recommendation to accept Minnesota/Wisconsin Playground Option 2 as it provides the most variety for various ages. She stated if order is placed now, the installation would be complete by July 30, 2021 and does include engineered wood fiber. She stated current area will need to be expanded to accommodate the new equipment.

NEW BUSINESS

Consider Approving Quote and Awarding Contract for Replacement of Memorial Park Playground Equipment (con't)

Motion by Swartwood, second by Fowler, to approve Option 2 and award to MN WI Playground contract for replacing Memorial Park playground equipment at a cost not to exceed \$53,000. MCU

Consider Approving Water Meter Technology Update

City Engineer Powell stated the City needs to upgrade to a new technology system for reading water meters and reviewed the features of the upgrade. He stated the technology is cellular in capturing the read and features include notification of any alert showing a spike of water usage, which the owner can also access via a smartphone. He stated the public works department would install the new meters. He reviewed the costs and funding for the meters with installation occurring over the next three to five years.

Motion by LaCroix, second by Fowler, to approve implementation of updating water meter technology. MCU

PUBLIC HEARING

Easement Vacations Related to Re-platting Bridgewater Heights

Open Hearing: Mayor Switzer opened the public hearing at 7:52 p.m. to consider application for public easement vacations related to the re-platting of a portion of Bridgewater Heights into Tower Heights associated with an approved preliminary plat as submitted by Fenway Land Company.

Motion by Switzer, second by Fowler, to table the public hearing until the next Council meeting, May 10, 2021 at or near 7:00 p.m. MCU

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

City Administrator – Jenelle Teppen

Teppen reported City of Northfield stated TSS levels are high and Public Works unable to locate source coming and referred to City Engineer to assist finding the source and developing a plan to address them.

Mayor, Councilors and Committees

Councilor Swartwood inquired if current Memorial Park playground equipment could be used elsewhere with Engineer Powell stating the current playground equipment would not meet safety standards.

Mayor Switzer called for an Economic Development Authority (EDA) meeting for Monday, May 10th at 6:00 p.m.

WORK SESSION

Review and Discuss Proposed Residential Parking Notification

Administrator Teppen reviewed the summary from the Council meeting of March 22 along with history relating to off-street parking and the Code Section §154.067. Discussion of existing gravel driveways concluded with removal from reference in letter.

ADJOURN

Motion by LaCroix, second by Fowler, to adjourn the Council meeting at 8:36 p.m. MCU

Submitted by:

Attest:

Jenelle Teppen, City Administrator

Glenn Switzer, Mayor

DISBURSEMENT REPORT

City of Dundas
Council Meeting May 10, 2021

DATE	PAYABLE	AMOUNT
5/6/2021	PERA	\$3,622.95
5/6/2021	State of MN Empower Retirement	\$1,200.00
5/4/2021	MN Dept of Revenue	\$1,277.02
5/4/2021	IRS	\$6,655.90
5/6/2021	Payroll PP# 9 Employees	\$16,439.61
5/6/2021	Payroll PP#5 Council	\$1,927.57
	Sub Total Paid Payroll and Sales Liabilities	\$31,123.05
4/30/2021	RDC Monthly	\$59.00
4/30/2021	ACH Per Item	\$13.00
4/30/2021	Low Volume ACH Maitenance	\$5.00
4/29/2021	Wire Transfer Fee	\$15.00
4/29/2021	U.S. Bank Trust	\$10,472.50
5/4/2021	PSN Monthly Service	\$303.50
5/6/2021	Bills paid (Claims Register)	\$127,772.48
	Sub Total Paid Claims and Service Liabilitie	\$138,640.48
TOTAL	Payroll/Disbursements for May 10, 2021	\$169,763.53

***Check Detail Register©**

May 2021

		Check Amt	Invoice	Comment
10100 Frandsen Bank				
Unpaid AEM FINANCIAL SOLUTIONS, LLC				
E 101-41000-301	Auditing and Acct g Services	\$5,650.00	443168	May 21 Accounting Services
	Total AEM FINANCIAL SOLUTIONS, LLC	\$5,650.00		
Unpaid AFLAC				
G 101-21710	Other Deductions	\$367.62	259779	Employee Reimbursed HB065
	Total AFLAC	\$367.62		
Unpaid AHLMANS				
E 101-42100-200	Supplies	\$278.85	28522	Ammo Purchase
	Total AHLMANS	\$278.85		
Unpaid ALBERS A & A PORTABLE SVCS				
E 101-45200-413	Rental	\$400.00	APR21	Portable Restroom Rental
	Total ALBERS A & A PORTABLE SVCS	\$400.00		
Unpaid AMAZON CAPITAL SERVICES				
E 101-41000-200	Supplies	\$116.87	1QWN-RGXQ-	Office Supplies - Trash bags, disinfecting wipes, toner
	Total AMAZON CAPITAL SERVICES	\$116.87		
Unpaid BANYON				
E 601-49400-309	EDP, Software and Design	\$1,147.50	00161544	UB Beacon Meter Device
E 602-49450-309	EDP, Software and Design	\$1,147.50	00161544	UB Beacon Meter Device
	Total BANYON	\$2,295.00		
Unpaid BENNY H. SVIEN				
E 101-42400-311	Bldg Permit Expense	\$2.79	4143	Building Permit Fee: Permit #4143
E 101-42400-312	Plan Review Expense	\$36.15	4143	Plan Review Fee: Permit #4143
E 101-42400-311	Bldg Permit Expense	\$3.76	4145	Building Permit Fee: Permit #4145
E 101-42400-312	Plan Review Expense	\$106.15	4145	Plan Review Fee: Permit #4145
E 101-42400-311	Bldg Permit Expense	\$2.71	4146	Building Permit Fee: Permit #4146
E 101-42400-312	Plan Review Expense	\$58.90	4146	Plan Review Fee: Permit #4146
E 101-42400-311	Bldg Permit Expense	\$3.55	4148	Building Permit Fee: Permit #4148
E 101-42400-312	Plan Review Expense	\$77.10	4148	Plan Review Fee: Permit #4148
E 101-42400-311	Bldg Permit Expense	\$31.28	7206	Building Permit Fee: Permit #7206
E 101-42400-312	Plan Review Expense	\$677.87	7206	Plan Review Fee: Permit #7206
E 101-42400-315	Plumbing Permit Expense	\$1.72	7206	Plumbing Fee: Permit #7206
E 101-42400-314	Mechanical Permit Expense	\$1.80	7206	HVAC Fee: Permit #7206
E 101-42400-311	Bldg Permit Expense	\$35.48	7207	Building Permit Fee: Permit #7207
E 101-42400-312	Plan Review Expense	\$768.87	7207	Plan Review Fee: Permit #7207
E 101-42400-315	Plumbing Permit Expense	\$2.41	7207	Plumbing Fee: Permit #7207
E 101-42400-314	Mechanical Permit Expense	\$2.25	7207	HVAC Fee: Permit #7207
	Total BENNY H. SVIEN	\$1,812.79		
Unpaid BERGANKDV				
E 101-41000-301	Auditing and Acct g Services	\$18,350.00	1128223	2020 Audit Services
	Total BERGANKDV	\$18,350.00		
Unpaid CITY OF NORTHFIELD				
E 602-49450-385	Sewer Utilities	\$24,311.91	Mar21-38630	Wastewater Treatment 3/1/21-3/31/21
	Total CITY OF NORTHFIELD	\$24,311.91		
Unpaid CUMMINS SALES AND SERVICE				
E 602-49450-400	Repairs and Maintenance	\$326.11	E4-34706	Inspection of D60FJP4 Lift Station #1
E 602-49450-400	Repairs and Maintenance	\$331.11	E4-34812	Inspection of 125.0GGLA Lift Station #2
E 601-49400-400	Repairs and Maintenance	\$364.62	E4-34814	Inspection of DQHAA Well #2

***Check Detail Register©**

May 2021

		Check Amt	Invoice	Comment
Total CUMMINS SALES AND SERVICE		\$1,021.84		
Unpaid DODGE OF BURNSVILLE, INC				
E 401-42100-500	Capital Outlay	\$33,132.00	N59084	Purchase of 2021 Dodge Durango
Total DODGE OF BURNSVILLE, INC		\$33,132.00		
Unpaid GALLS, LLC,-DBA KEEPRS				
E 101-42100-217	Uniforms	\$248.97	018127652	Uniforms
E 101-42100-217	Uniforms	\$80.94	018138604	Uniforms
E 101-42100-217	Uniforms	\$88.49	018149330	Uniforms
E 101-42100-217	Uniforms	\$127.39	018155899	Uniforms
E 101-42100-217	Uniforms	\$170.97	018158699	Uniforms
E 101-42100-217	Uniforms	\$143.55	018269770	Uniforms
Total GALLS, LLC,-DBA KEEPRS		\$860.31		
Unpaid GOPHER STATE ONE CALL				
E 601-49400-310	Professional Services	\$41.85	1040346	April Tickets
E 602-49450-310	Professional Services	\$41.85	1040346	April Tickets
Total GOPHER STATE ONE CALL		\$83.70		
Unpaid GUTH ELECTRIC, INC				
E 101-41000-400	Repairs and Maintenance	\$4,470.00	17689	City Hall - Light installaion in parking lot
E 101-43124-400	Repairs and Maintenance	\$583.00	17690	Installaion of new brackets, winter banners and summer banners on Main Street Light poles
Total GUTH ELECTRIC, INC		\$5,053.00		
Unpaid HAWKINS INC.				
E 601-49400-200	Supplies	\$20.00	4924119	Chlorine Cylinders
Total HAWKINS INC.		\$20.00		
Unpaid KWIK TRIP INC				
E 101-43100-418	Vehicle Fuels	\$399.91	APR21-5195	Public Works Fuel
Total KWIK TRIP INC		\$399.91		
Unpaid LAW ENFORCEMENT LABOR SVCS,				
G 101-21707	LELSI Union Dues	\$127.00	MAY21-327	May Monthly Union Dues
Total LAW ENFORCEMENT LABOR SVCS,		\$127.00		
Unpaid MELIZA, DUANE				
E 101-43100-330	Travel	\$144.65	APR21	April Mileage
E 101-45200-330	Travel	\$20.66	APR21	April Mileage
E 601-49400-330	Travel	\$148.78	APR21	April Mileage
E 602-49450-330	Travel	\$99.19	APR21	April Mileage
Total MELIZA, DUANE		\$413.28		
Unpaid MENARDS, INC				
E 101-43100-200	Supplies	\$52.49	8700	Midwest Master
E 101-45200-200	Supplies	\$52.48	8700	Midwest Master
E 101-45200-200	Supplies	\$11.55	8748	Supplies
Total MENARDS, INC		\$116.52		
Unpaid METERING & TECH SOLUTIONS				
E 601-49400-210	Supplies/Water Meter, Etc.	\$5,160.00	19266	Supplies for Meter
E 601-49400-210	Supplies/Water Meter, Etc.	\$3,480.00	19333	Supplies for Meter
E 601-49400-210	Supplies/Water Meter, Etc.	\$2,459.07	19350	Supplies for Meter
Total METERING & TECH SOLUTIONS		\$11,099.07		
Unpaid METRO FIBERNET LLC				
E 101-41000-321	Telephone & Communications	\$122.61	MAY21-1771	Internet and Phone Charges

***Check Detail Register©**

May 2021

		Check Amt	Invoice	Comment
E 601-49400-321	Telephone & Communications	\$149.41	MAY21-1773	Phone Charges
E 101-42100-321	Telephone & Communications	\$79.21	MAY21-2997	Phone Charges
Total METRO FIBERNET LLC		\$351.23		
Unpaid OFFICE DEPOT				
E 101-41000-200	Supplies	\$1.96	169898437001	Office Supplies - City Hall
E 101-42100-200	Supplies	\$140.82	169898437001	Office Supplies - Police Dept
E 101-43100-200	Supplies	\$7.83	169898437001	Office Supplies - Public Works
E 101-41000-200	Supplies	\$93.99	169899297001	Office Supplies - City Hall
E 101-41000-200	Supplies	\$59.99	169899298001	Office Supplies - City Hall
Total OFFICE DEPOT		\$304.59		
Unpaid PORTILLO, NICOLE				
E 101-42100-322	Postage	\$4.15	EXP-0421	Certified Mail Postage
E 101-41000-200	Supplies	\$49.04	EXP-0421	Office Supplies
Total PORTILLO, NICOLE		\$53.19		
Unpaid SPRINT				
E 101-43100-321	Telephone & Communications	\$96.22	292583318-23	Phone Service 3/15/21-4/14/21
Total SPRINT		\$96.22		
Unpaid STREICHERS				
E 101-42100-200	Supplies	\$61.99	I1499640	Irritant: First Defense
Total STREICHERS		\$61.99		
Unpaid TIMS SMALL ENGINE SERVICE				
E 101-43124-400	Repairs and Maintenance	\$324.21	APR21	Lawn Mower Repair
E 101-45200-400	Repairs and Maintenance	\$324.21	APR21	Lawn Mower Repair
Total TIMS SMALL ENGINE SERVICE		\$648.42		
Unpaid TRI-STATE BOBCAT				
E 101-43100-400	Repairs and Maintenance	\$10.44	P54062	Fuel Cap
Total TRI-STATE BOBCAT		\$10.44		
Unpaid VERIZON				
E 101-42100-321	Telephone & Communications	\$128.48	9877486160	Phone Service 3/12/21-4/11/21
Total VERIZON		\$128.48		
Unpaid WSB & ASSOC INC				
G 430-22017	Escrow-Cannon River Valley Est	\$62.50	R-010168-000-	Engineering Services Cannon River Valley Estates
G 430-22013	Escrow - Brd. Hgt. Pre. Plat	\$281.25	R-010168-000-	Engineering Services Bridgewater Heights PUB Amendment
G 430-22006	Escrow - 80 West Ave	\$31.25	R-010168-000-	Engineering Services West Ave Apartments
G 430-22013	Escrow - Brd. Hgt. Pre. Plat	\$2,025.25	R-010168-000-	Engineering Services Tower Heights PUD Amendment
G 430-22012	Escrow - Brd. Hgt. Annex/Cncpt	\$156.25	R-010168-000-	Engineering Services Tower Heights Annexation Request
E 101-41910-303	Engineering Fees	\$685.00	R-010169-000-	Engineering Services 2021 Sidewalk/Trail Improvements
E 101-41910-303	Engineering Fees	\$1,156.25	R-010169-000-	Engineering Services Pavement Maintenance
E 602-49450-303	Engineering Fees	\$156.25	R-010169-000-	Engineering Services Storm Water Pond Maintenance
E 101-41910-303	Engineering Fees	\$156.25	R-010169-000-	Engineering Services Forest Ave Pavement Maintenance
E 225-43150-303	Engineering Fees	\$2,562.50	R-010169-000-	Engineering Services Wasterwater System
E 225-43150-303	Engineering Fees	\$156.25	R-010169-000-	Engineering Services Wastewater System
E 601-49400-303	Engineering Fees	\$877.50	R-010169-000-	Engineering Services City Projects & Tasks 3/1/21-3/31/21
E 101-45200-303	Engineering Fees	\$31.25	R-010169-000-	Engineering Services City Code & Policy Update
E 101-45200-303	Engineering Fees	\$2,977.75	R-010169-000-	Engineering Services Memorial Park Improvements
E 408-41940-303	Engineering Fees	\$31.25	R-010169-000-	Engineering Services New City Hall and Parking Lot
E 225-43150-303	Engineering Fees	\$250.00	R-010169-000-	Engineering Services Depot St N/Hester St W Drainage
E 225-43150-303	Engineering Fees	\$250.00	R-010169-000-	Engineering Services Hester St E Storm Sewer Outlet Slope

***Check Detail Register©**

May 2021

		Check Amt	Invoice	Comment
E 101-41910-303	Engineering Fees	\$281.25	R-010169-000-	Engineering Services Right of Way Permits
E 601-49400-303	Engineering Fees	\$1,468.75	R-010169-000-	Engineering Services Water Supply System
E 101-41910-303	Engineering Fees	\$735.25	R-010169-000-	Engineering Services Mill Towns Trail Head
E 101-45200-303	Engineering Fees	\$62.50	R-010169-000-	Engineering Services East Cannon River Trail Parking Lot
E 101-41910-303	Engineering Fees	\$1,813.75	R-010169-000-	Engineering Services Comprehensive Transportation Planning
E 101-41000-303	Engineering Fees	\$800.00	R-017408-000-	Engineering Services City Hall 3/1/21-3/31/21
E 101-41910-303	Engineering Fees	\$3,200.00	R-017484-000-	Engineering Services Forest Ave 3/1/21-3/31/21
Total WSB & ASSOC INC		\$20,208.25		
10100 Frandsen Bank		\$127,772.48		

Fund Summary

10100 Frandsen Bank	
101 GENERAL FUND	\$47,102.58
225 STORM SEWER	\$3,218.75
401 CAPITAL PROJECTS	\$33,132.00
408 CITY HALL CONSTRUCTION	\$31.25
430 ESCROW DEPOSITS	\$2,556.50
601 WATER	\$15,317.48
602 SEWER	\$26,413.92
	\$127,772.48

NOTICE OF PUBLIC HEARING
City of Dundas – Rice County

NOTICE IS HEREBY GIVEN that the Dundas City Council will conduct a Public Hearing on Monday, April 26, 2021 at 7:00 p.m. or soon thereafter as possible at Dundas City Hall, 216 Railway St N, Dundas, MN to consider public easement vacations related to the re-platting of a portion of Bridgewater Heights into Tower Heights associated with an approved preliminary plat. The easements are located in Outlots H and I and Blocks 16-24.

The City Council will consider both oral and written comments. If you desire to be heard in reference to this matter you may attend the Public Hearing, submit a letter to the City Administrator/Clerk at City of Dundas, PO Box 70, Dundas, MN 55019-0070, or email jteppen@dundas.us. Letters and emails must be received by 4:30 PM, Thursday, April 26, 2021. A copy of the vacation is available for inspection at Dundas City Hall during normal business hours.

Jenelle Teppen, Administrator/Clerk
Published *Faribault Daily News*: April 3, 2021

99860

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

RESOLUTION NUMBER 2021 - 13

*A Resolution Approving an Easement Vacation
Associated with the Tower Heights Final Plat*

WHEREAS, Fenway Land Company (hereinafter referred to as the “Applicant”) has petitioned the City of Dundas for the vacation of a public easement associated with the replat of a portion of the Bridgewater Heights Plat into Tower Heights; and

WHEREAS, the legal description of the drainage and utility easements intended for vacation is:

All of Outlot H, Bridgewater Heights, Rice County, Minnesota
and

All of Outlot I, Bridgewater Heights, Rice County, Minnesota; and

WHEREAS, the proposed easement areas are further described within the vacation exhibits attached as Exhibit A; and

WHEREAS, the City Council held a duly noticed public hearing on April 26, 2021 and tabled the hearing to the May 10, 2021; and

WHEREAS, the City Council proceeded to hear all persons interested in said petition and persons interested were afforded the opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the City Council reviewed the request for the easement vacation on May 10, 2021 and found that the drainage and utility easements will no longer serve the public interest; and

NOW THEREFORE, BE IT RESOLVED, that pursuant to Minnesota Statutes 412.851, the City Council of the City of Dundas hereby approves the vacation of the described easements on condition of the recording of the Final Plat for Tower Heights as approved by Resolution No. 2021-14.

ADOPTED by the City Council of the City of Dundas this 10th day of May 2021.

CITY OF DUNDAS BY:

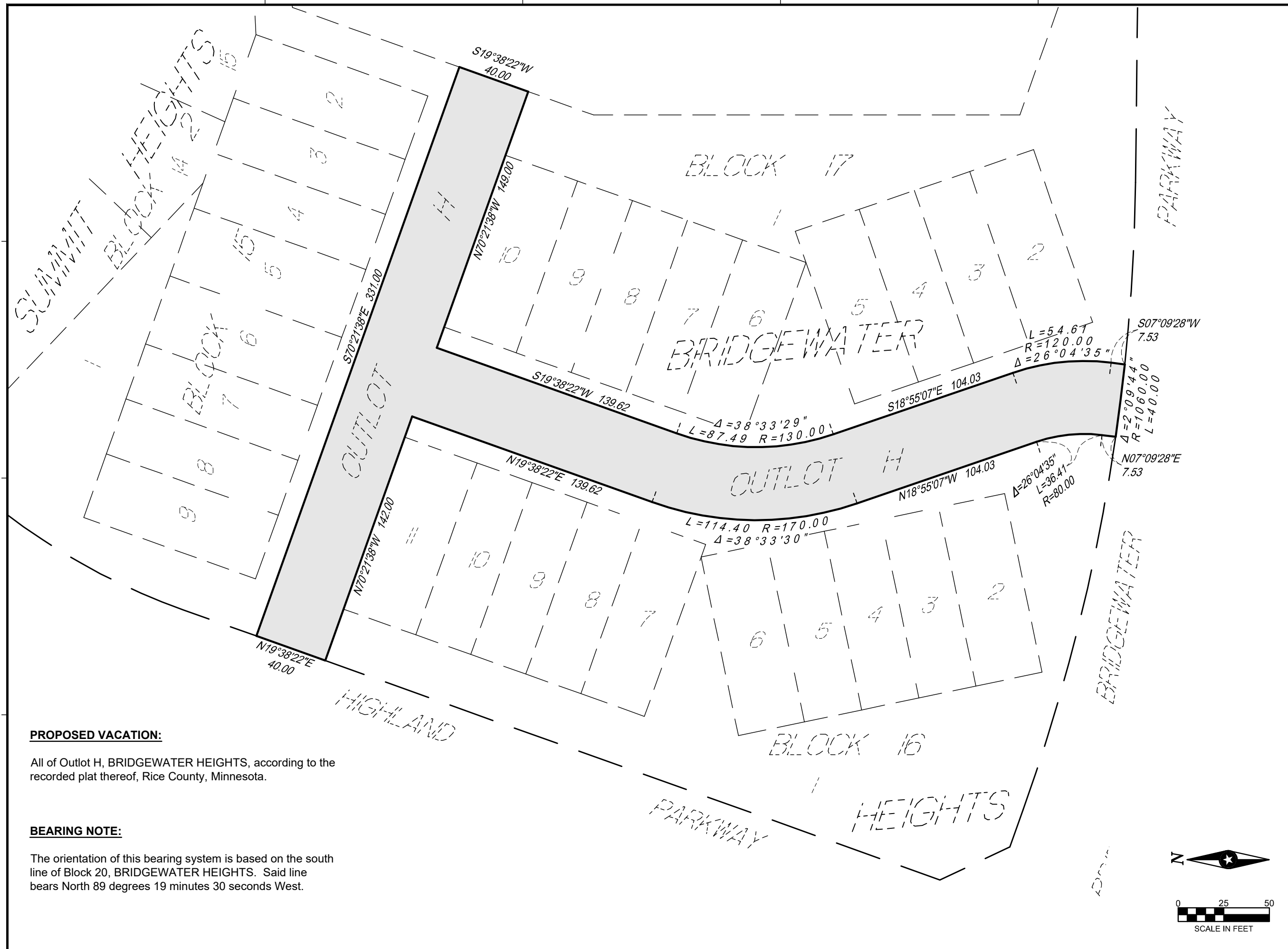
ATTEST:

Glenn Switzer, Mayor

Jenelle Teppen, Administrator/Clerk

Resolution 2021-13

Attached:
Exhibit A – Vacation Exhibit



PROPOSED VACATION:

All of Outlot H, BRIDGEWATER HEIGHTS, according to the recorded plat thereof, Rice County, Minnesota.

BEARING NOTE:

The orientation of this bearing system is based on the south line of Block 20, BRIDGEWATER HEIGHTS. Said line bears North 89 degrees 19 minutes 30 seconds West.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT 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.

Daniel L. Stueber
DLS
DATE: 03/26/21 LIC. NO. 43110

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PROJECT
BRIDGEWATER HEIGHTS PHASE 3

Rice County Minnesota

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	20-24513
CAD FILE NAME	24513 VACATION EXHIBIT
DRAWN BY	JK
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	---/---/---
CLIENT PROJECT NO.	-

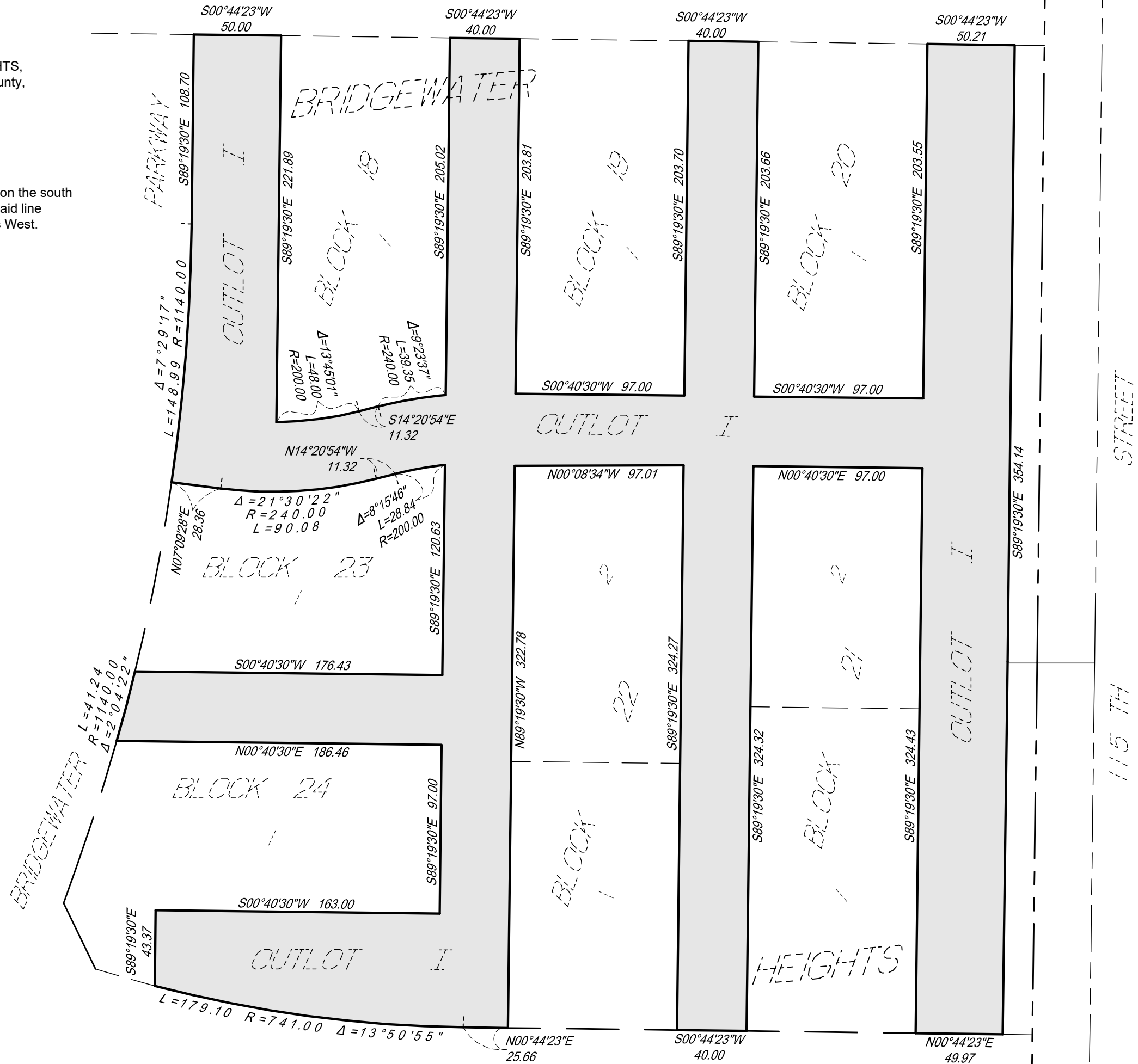
TITLE
VACATION EXHIBIT

PROPOSED VACATION:

All that part of Outlot I, BRIDGEWATER HEIGHTS, according to the recorded plat thereof, Rice County, Minnesota.

BEARING NOTE:

The orientation of this bearing system is based on the south line of Block 20, BRIDGEWATER HEIGHTS. Said line bears North 89 degrees 19 minutes 30 seconds West.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT 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.

Daniel L. Stueber
DLS
 DATE 03/26/21 LIC. NO. 43110

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT
BRIDGEWATER HEIGHTS PHASE 3

Rice County Minnesota

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	20-24513
CAD FILE NAME	24513 VACATION EXHIBIT
DRAWN BY	JK
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	---/---/---
CLIENT PROJECT NO.	-

TITLE
VACATION EXHIBIT

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

RESOLUTION NUMBER 2021 - 14

A Resolution Approving a Final Plat for Tower Heights

WHEREAS, Fenway Land Company (hereinafter referred to as the “Applicant”) has applied for approval of a Final Plat identified as Tower Heights (hereinafter referred to as the “Application”); and

WHEREAS, the site of the proposed final plat (the “Property”) is legally described as:

Lots 2 thru 9, Block 15; Lots 1 thru 11, Block 16; Lots 1 thru 10, Block 17; Lot 1, Block 18; Lot 1, Block 19; Lot 1, Block 20; Lots 1 and 2, Block 21; Lots 1 and 2, Block 22; Lot 1, Block 23; Lot 1, Block 24; and Outlots H and I, Bridgewater Heights, Rice County, Minnesota.

and

Lot 1, 14, and 15, Block 15, Bridgewater Heights, according to the recorded plat thereof, Rice County, Minnesota, lying south and southwesterly of the following described line: Commencing at the most westerly corner of said Lot 1; thence North 19 degrees 38 minutes 22 seconds East, assumed bearing along the northwesterly line of said Lot 1, a distance of 42.70 feet; thence northeasterly 111.21 feet, along said northwesterly line, being a tangential curve, concave to the southeast, having a central angle of 17 degrees 41 minutes 57 seconds and a radius of 360.00 feet to the point of beginning of the line to be described; thence South 58 degrees 45 minutes 44 seconds East a distance of 178.25 feet; thence South 70 degrees 21 minutes 38 seconds East a distance of 121.16 feet; thence South 24 degrees 01 minutes 26 seconds East a distance of 26.34 feet to an angle point in the southerly line of said Lot 1 and said described line there terminating.

WHEREAS, the preliminary plat entitled Bridgewater Heights 3rd Addition was approved on March 8, 2021 in Resolution No. 2021-07; and

WHEREAS, the Property is zoned PUD, Planned Unit Development with an underlying zoning district of R-2, Two Family and Townhouse Residential; and

WHEREAS, the final plat consists of 34 lots zoned for single family residential development and five outlots reserved for future development when adjacent land is subdivided; and

WHEREAS, the Planning Commission reviewed the final plat on April 15, 2021 and recommended approval of the Application; and

WHEREAS, the Dundas City Council met on May 10, 2021 to consider the Application;

NOW THEREFORE, BE IT RESOLVED, that the Dundas City Council finds that the proposed final plat is substantially consistent with the preliminary plat approval; and

NOW BE IT FURTHER RESOLVED, that the City Council hereby approves the Bridgewater Heights Third Addition Preliminary Plat subject to the following conditions:

1. The easement vacation in Resolution No. 2021-__ shall be approved.
2. The Applicant shall enter into a development agreement as drafted by the City which shall include the requirements associated with this approval as well as other relevant requirements of City ordinance or policy.
3. The Developer shall provide the City with a revised set of plans addressing all remaining review comments made by the staff review and found in the report made to the City council.
4. The Developer shall provide the City with a revised set of plans addressing all remaining review comments made by City Engineer, WS BEng, following their final review of the construction drawings and Final Plat.
5. The Applicant shall provide the City a letter of credit as required by City ordinances to ensure completion of the proposed subdivision improvements.
6. The Applicant shall install the improvements within the property as shown on the plans dated March 26, 2021, except as may be modified herein.
7. All comments by the City Attorney related to title issues and recording procedures shall be followed.
8. This final plat shall be recorded within 100 days of the date of this resolution or this approval shall be considered void, unless a written request for a time extension is submitted by the Applicant within said 100 days and approved by the City Council for good cause.
9. All fees incurred by the City regarding the processing and review of this application shall be paid by the Applicant, including the drafting and review of relevant agreements and documents and the review of construction plans.
10. The amended PUD District in Ordinance No. 2021-04 shall be placed into effect.

ADOPTED by the City Council of the City of Dundas this 10th day of May 2021.

CITY OF DUNDAS BY:

ATTEST:

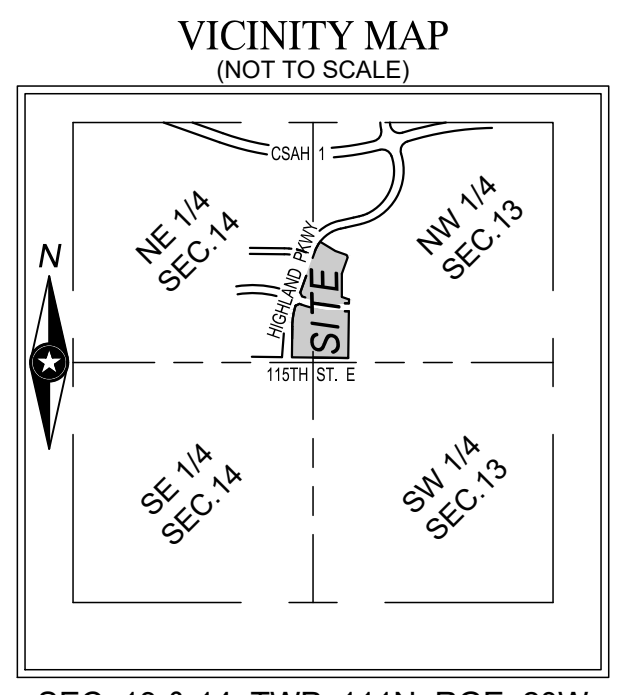
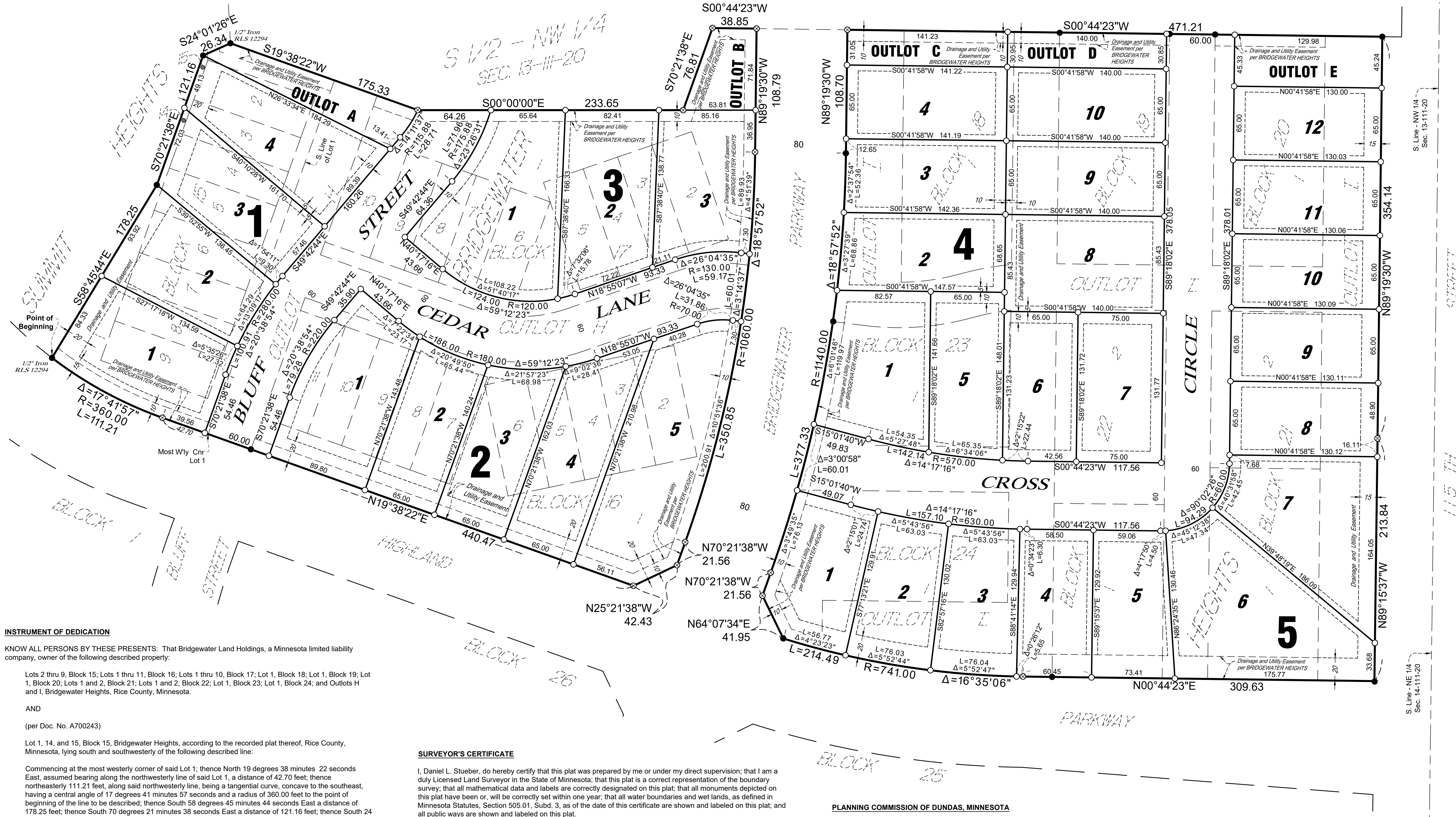
Glenn Switzer, Mayor

Jenelle Teppen, Administrator/Clerk

Resolution 2021-14

Attached:
Exhibit A – Final Plat

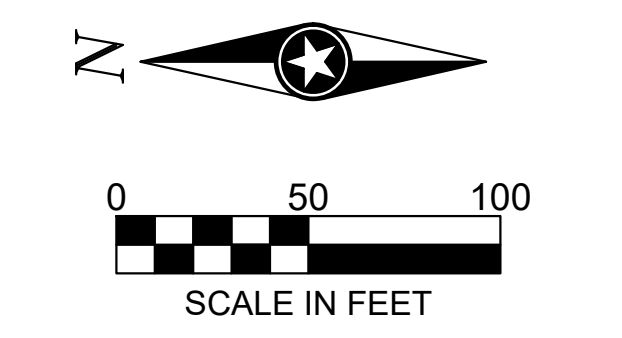
TOWER HEIGHTS



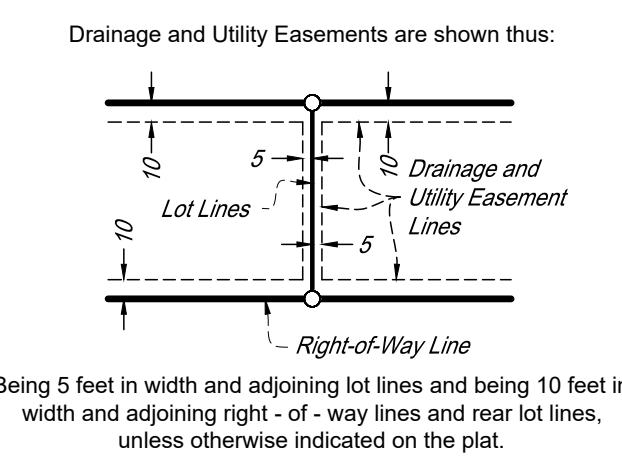
SEC. 13 & 14, TWP. 111N, RGE. 20W
Rice County, Minnesota

LEGEND

- Iron Monument Found (Unless otherwise noted)
- ⊗ Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 43110 to be set before time of recording
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 43110 to be set within 1 year of recording



BEARING NOTE:
The orientation of this bearing system is based on the south line of Block 20, BRIDGEWATER HEIGHTS plat. Said line bears North 89 degrees 19 minutes 30 seconds West.



INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Bridgewater Land Holdings, a Minnesota limited liability company, owner of the following described property:

Lots 2 thru 9, Block 15; Lots 1 thru 11, Block 16; Lots 1 thru 10, Block 17; Lot 1, Block 18; Lot 1, Block 19; Lot 1, Block 20; Lots 1 and 2, Block 21; Lots 1 and 2, Block 22; Lot 1, Block 23; Lot 1, Block 24; and Outlots H and I, Bridgewater Heights, Rice County, Minnesota.

AND

(per Doc. No. A700243)

Lot 1, 14, and 15, Block 15, Bridgewater Heights, according to the recorded plat thereof, Rice County, Minnesota, lying south and southwesterly of the following described line:

Commencing at the most westerly corner of said Lot 1; thence North 19 degrees 38 minutes 22 seconds East, assumed bearing along the northwesterly line of said Lot 1, a distance of 42.70 feet; thence northeasterly 111.21 feet, along said northwesterly line, being a tangential curve, concave to the southeast, having a central angle of 17 degrees 41 minutes 57 seconds and a radius of 360.00 feet to the point of beginning of the line to be described; thence South 58 degrees 45 minutes 44 seconds East a distance of 178.25 feet; thence South 70 degrees 21 minutes 38 seconds East a distance of 121.16 feet; thence South 24 degrees 01 minutes 26 seconds East a distance of 26.34 feet to an angle point in the southerly line of said Lot 1 and said described line there terminating.

Has caused the same to be surveyed and platted as **TOWER HEIGHTS** 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 Bridgewater Land Holdings, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: xx.

Chief Manager _____

State of _____
County of _____

This instrument was acknowledged before me on _____, 20____ by _____, Chief Manager, of Bridgewater Land Holdings, a Minnesota limited liability company.

_____(sign)
_____(print)
Notary Public _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Daniel L. Stueber, 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 wet lands, 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____.

Daniel L. Stueber, Licensed Land Surveyor
Minnesota License No. 43110

State of Minnesota
County of Blue Earth

This instrument was acknowledged before me on _____, 20____ by Daniel L. Stueber, Licensed Land Surveyor.

Kent A. Hays
Notary Public, Minnesota
My Commission Expires Jan. 31, 2025

RICE COUNTY SURVEYOR

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

Michael Fangman
Rice County Surveyor

PLANNING COMMISSION OF DUNDAS, MINNESOTA

Reviewed and forwarded by the Planning Commission of the City of Dundas, Minnesota, this _____ day of _____, 20____.

Chairman _____ Secretary _____

CITY COUNCIL OF DUNDAS, MINNESOTA

Approved by the City of Dundas, Minnesota, this _____ day of _____, 20____.

Mayor _____ Attest: _____
City Clerk

RICE COUNTY PROPERTY TAX & ELECTIONS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore 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
By _____, Deputy

COUNTY RECORDER, COUNTY OF RICE, STATE OF MINNESOTA

I hereby certify that this plat of **TOWER HEIGHTS** 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 No. _____.

Judy Van Erp, Rice County Recorder





REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Ordinance 2021-06 An Ordinance Amending the Subdivision Ordinance Regarding the Procedures for Review of a Final Plat

DATE: For the City Council Meeting of May 10, 2021

PURPOSE/ACTION REQUESTED

Consider Ordinance 2021-06 An Ordinance Amending the Subdivision Ordinance Regarding the Procedures for Review of a Final Plat.

SUMMARY

Currently, the City Code requires the Planning Commission to review a final plat application. The only review criteria is that it is consistent with the preliminary plat approval. This final plat review is typically fairly simple and is required to be done by State Statute, within 60 days.

Staff presented this item to the Planning Commission at their meeting on April 15 and the Planning Commission held the required Public Hearing. The Planning Commission voted 6-0 to recommend approval to the City Council (one member was absent).

RECOMMENDATION

Motion to approve Ordinance 2021-06 An Ordinance Amending the Subdivision Ordinance Regarding the Procedures for Review of a Final Plat and approval of the Summary Ordinance.

ORDINANCE 2021- 06

**CITY OF DUNDAS
COUNTY OF RICE, MINNESOTA**

*An Ordinance Amending the Subdivision Ordinance
Regarding the Procedures for Review of a Final Plat*

WHEREAS, the Dundas Planning Commission held a public hearing on April 15, 2021, after providing notice as required by State Statute and City Code, with respect to amending the Subdivision Ordinance regarding the procedures for review of a final plat;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DUNDAS DOES HEREBY ORDAIN:

Section 1. Section §154.188 (C) is hereby amended to read, as follows:

(C) Final plat.

(1) Filing. After the preliminary plat has been approved, final plat shall be submitted for review as set forth in the subdivisions which follow.

(2) Submission of Final Plat. Twenty copies of the final plat and supporting documentation, to include computer media (.pdf files), shall be submitted to the City Clerk-Treasurer for distribution to the City Council and appropriate City staff, 30 days prior to a Council meeting at which consideration is requested. During the 30 days, the City staff shall examine the final plat and prepare a recommendation.

(3) Approval of the Council. Upon receipt of a complete application, the final plat shall be submitted to the Council for consideration. If accepted and deemed to be consistent with the preliminary plat approval and the requirements of the City Code, the final plat shall be approved by resolution, which resolution shall provide for the acceptance of all agreements for basic improvements, public dedication and other requirements as indicated by the Council. If disapproved, the grounds for any refusal to approve a plat shall be set forth in the proceedings of the Council and reported to the person or persons applying for the approval. The Council's decision shall be made within 60 days after receipt of a complete application.

(4) Special assessments. When any existing special assessments which have been levied against the property described are to be divided and allocated to the respective lots in the proposed plat, the City Clerk-Treasurer shall estimate the clerical cost of preparing a revised assessment roll, filing the same with the County Auditor and making the division and allocation and, upon approval by the Council of the cost, the same shall be paid to the City Clerk-Treasurer before the final plat approval.

(5) Street addresses. With submission of the final plat, ten copies of the plat map showing all addresses, correctly labeled in conformance with all applicable county and City code provisions and policies, shall be supplied to the City Clerk-Treasurer for subsequent distribution to the utility companies and local school districts.

(6) Recording final plat. If the final plat is approved by the Council, the subdivider shall record it with the County Recorder within 100 days after the approval or approval of the final plat shall be considered void, unless a request for time extension is submitted in writing and approved by the Council. The subdivider shall, immediately upon recording, furnish the City Clerk-Treasurer with a print and reproducible tracing (hard copy and computer media) of the final plat showing evidence of the recording. No building permits shall be let for construction of any structure on any lot in the plat until the City has received evidence of the plat being recorded by the county.

Section 2. This Ordinance shall become effective immediately upon its passage and publication.

ADOPTED by the Dundas City Council, of Dundas, Minnesota, on this 10th day of May 2021.

CITY OF DUNDAS BY:

ATTEST:

Glenn Switzer, Mayor

Jenelle Teppen, Administrator/Clerk

Ordinance 2021- 06

Published in *Faribault Daily News* on May 15, 2021.

**SUMMARY OF
ORDINANCE 2021-06**

CITY OF DUNDAS
STATE OF MINNESOTA

*An Ordinance Amending the Subdivision Ordinance
Regarding the Procedures for Review of a Final Plat*

The following is the official summary of Ordinance 2021-06, which was approved and adopted by the Dundas City Council on May 10, 2021:

Section §154.188 (C) of the Dundas Subdivision Ordinance was amended to revise the review procedure for final plats and no longer require formal consideration of such applications by the Planning Commission.

A copy of the entire Ordinance 2021-06 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.

Published by order:
Jenelle Teppen, City Administrator/Clerk
in the *Faribault News* on May 15, 2021

(reserved for recording information)

DEVELOPMENT CONTRACT
AND PLANNED UNIT DEVELOPMENT AGREEMENT
(Developer Installed Improvements)

TOWER HEIGHTS

**DEVELOPMENT AGREEMENT
BRIDGEWATER HEIGHTS - TOWER HEIGHTS**

THIS DEVELOPMENT AGREEMENT FOR BRIDGEWATER HEIGHTS TOWER HEIGHTS hereinafter referred to “**Agreement**”) is made and entered into as of this ___day of _____, 2021 (“**Effective Date**”), by and between the **CITY OF DUNDAS**, a municipal corporation and political subdivision of the State of Minnesota (“**City**”), and **FENWAY LAND COMPANY**, a Minnesota corporation (“**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 owner of certain real property legally described in **Exhibit A**, attached hereto, consisting of **10.94** acres of land located in the City of Dundas, Rice County, Minnesota (“**Property**”). The Developer intends to improve and develop such property for residential housing to be known as “**Bridgewater Heights - Tower Heights.**” Bridgewater Heights is in the City of Dundas, Rice County, Minnesota, (sometimes, the “**Project**”, “**Development,**” or “**Subdivision**”).

- 1.02 Proposed Development. The Property is part of a larger development entitled Bridgewater Heights. Bridgewater Heights has been partially developed as Bridgewater Heights in two previous phases (hereinafter referred to as the “**Previous Development**”). The Property is an undeveloped portion of Bridgewater Heights; originally platted as multi-family (27 row townhomes and 72 back-to-back townhomes) in earlier phases of the Previous Development. The current proposed development consists of 34 single-family homes. Some public infrastructure (portion of sanitary sewer and storm water ponding) initially necessary to support the proposed development of Bridgewater Heights - Tower Heights have been installed, but other public infrastructure needs to be installed.
- 1.03 Previous Development Agreements. The Property was previously owned by Bridgewater Development and Land Holdings, LLC (“**BDLH**”) and platted as Bridgewater Heights Planned Unit Development (“**BH PUD**”).

The City Council approved the Developer’s request for a PUD Amendment and adopted Ordinance 2019-05 on May 29, 2019. The City Council approved a subsequent request for a PUD Amendment by Ordinance 2021-04, adopted on March 8, 2021.

BDLH, or its predecessors, previously entered into agreements related to the BH PUD as follows: PUD Agreement dated July 25, 2005 (“**First DA**”); Assignment and Assumption Agreement dated October 8, 2007 (“Assignment Agreement”); Revised Planned Unit Development/Subdivision Agreement dated March 8, 2011 (“**Second DA**”); Extension Agreement dated June 28, 2017 (“**Extension Agreement**”); and Development Agreement dated July 8, 2019 (“**Third DA**”). **THIS AGREEMENT REPLACES AND SUPERSEDES THE FIRST DA, SECOND DA, AND THIRD DA WITH RESPECT TO THE PROPERTY ONLY.** The First DA, Second DA, AND Third DA remain in full force and effect as to the remaining Bridgewater Heights property that is described in the First DA, Second DA, and Third DA, respectively.

- 1.04 Preliminary Site Plan; Preliminary Plat. The City Council passed Resolution No. 2021-07 on March 8, 2021, conditionally approving the Preliminary Plat submittal of Bridgewater Heights – Tower Heights), which Preliminary Plat is attached hereto as **Exhibit B**, the Preliminary Plat for Bridgewater Heights Phase (the “**Preliminary Plat**”), all subject to certain conditions as described on attached **Exhibit C**, also subject to the terms and conditions of this Agreement.

- 1.05 Final Plat; Site Plan. The City Council passed Resolution No. 2021-__ on April 20, 2021 (Resolution 2021-__ is referred to as “**City Resolution**”), approving the final plat of Bridgewater Heights- Tower Heights (the “**Final Plat**”), which Final

Plat is attached hereto as **Exhibit D**, and the final site plan for Bridgewater Heights – Tower Heights (the “**Site Plan**”), which Site Plan is attached hereto as **Exhibit E**. The Final Plat and Site Plan are all subject to certain conditions as described on attached **Exhibit F** and subject to the terms and conditions of this Agreement.

1.06 Development Plans. Bridgewater Heights – Tower Heights shall be developed in accordance with the terms and conditions of the agreement and, in accordance with the following plans:

- Final Plat (Exhibit D)
- Site Plan (Exhibit E)
- Landscape Plan, Final Grading, Draining, and Erosion Control Plan, Tree Inventory and Preservation Plan, Street Lighting Plan, Utility Plans (which Miscellaneous Plans are attached hereto as **Exhibit G**)

-

- Plans and Specifications for Public Improvements (“Improvement Plans”) (which Improvement Plans are attached hereto as **Exhibit H**)

(Exhibits D, E, G, and H, collectively, are hereinafter referred to as “**Development Plans**”)

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.

The 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. The 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 the 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 the Developer or the ability of the Developer to perform its obligations under this Agreement.
- 2.05 Compliance. The Developer will comply with and promptly perform all of the 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 Development 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. The Developer agrees to pay the total amount of costs, charges, expenses and attorneys' fees reasonably 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 the 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 single-family detached residential homes, which are allowed in Planned Unit Development District for Bridgewater Heights Third Addition, which applies to this development, and was established by Ordinance 2021-04, adopted by the City Council on March 8, 2021.
- 2.11 Cooperation. The 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. The 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 the completion and acceptance by the City of the applicable Improvement per Section 4.07 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 the Developer.

SECTION 3. IMPROVEMENTS.

Developer shall construct, install and pay for all improvements and proceedings necessary to fully complete the development of Bridgewater Heights – Tower Heights, except as may otherwise be set forth in this Agreement. Such improvements, both public and private are hereinafter collectively referred to as the “**Improvements**”, are at a minimum, listed in detail in **Exhibit H**, but shall include the following:

- A. Sanitary Sewer System
- B. Water System
- C. Storm Sewer System
- D. Streets
- E. Concrete Curb and gutter
- F. Street Lights
- G. Site Grading, Stormwater Treatment, Infiltration Basins, and Erosion Control
- H. Underground Utilities
- I. Setting of Iron Monuments
- J. Surveying and Staking
- K. Sidewalks and Trails
- L. Trees in Right-of-Way

As hereinafter set forth, all such 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. The 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 the Development Plans according to the City’s Manual of Design and Construction Standards for the complete installation of all of the Improvements.

- 4.02 Permits. It shall be the responsibility of the Developer to determine and obtain, 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 Development Plans. 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 the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The 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 the Developer to do so.
- 4.02 Approval of Design, Development Plans, Construction and Inspections. The Improvements must be installed in accordance with City standards and ordinances, including the City subdivision ordinance, and Development Plans which have been prepared by a competent registered professional engineer, furnished to the City and approved by the City Engineer. If the Development Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the 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 the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from City's inspectors. The Developer's Engineer shall provide for on-site project management. The Developer's Engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. Any design changes must be reviewed and approved by City's Engineer. The 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. The Developer hereby grants to the City, its engineer, agents, employees, contractors and designees, a license to enter upon the Development Project Site 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 the Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for the sole benefit of the City. The Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. The 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 the City engineer. The 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 the Developer fail to timely notify the City to allow the City to inspect the work, the City may at the City's option, require the 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 the Developer's engineer will make a final inspection of the work. Before final payment is made to the contractor by the Developer, the City engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved Development Plans and the Developer's engineer shall submit a written statement attesting to same.

- 4.05 Easements. The Developer shall make available to the City, at no cost to the City, all permanent or temporary easements over the Property as may be necessary, including easements for access, utilities, buffers, trails. The City shall make available to the 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 Final Plat

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

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

4.07 Faithful Performance of Construction Contracts and Security. The Developer shall fully and faithfully comply with all terms of all contracts entered into by the 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 the applicable Improvements. Prior to the commencement of construction, the 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 is subject to approval of the City.

SECTION 5. SERVICES TO BE PERFORMED BY CITY AND PAYMENT.

5.01 The City will review and approve the Development Plans 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 the Developer of its obligations hereunder to construct all Improvements in accordance with the Site Plan. Also see Section 4.04.

5.02 The 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.

- 6.01 The 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 the Developer in order to preserve the lot markers for future property owners. The 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. The 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 the Developer or Developer's agents (builders) on the property after having been originally placed, shall be replaced in the correct location by the Developer at Developer's or Developer's agents (builders) cost. Final Security shall not be released until this Section is satisfied.

SECTION 7. LANDSCAPING.

- 7.01 Developer agrees to install or cause to be installed 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. Further, the 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
- 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 the 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, the Developer shall pay to the City, within 30 days of 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 30 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. The 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 reasonable 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. LAND DEDICATION & PLAYGROUND & RECREATION FEE REQUIREMENTS.

9.01 The Final Plat is 34 units on 10.94 acres. City Code §154.192 provides for Park Land Dedication, or fees in lieu of. Park Land Dedication pursuant to City Code has been paid during the Previous Development.

SECTION 10. SPECIAL CONDITIONS.

10.01 Storm Water Collection System. The 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.

10.02 Debris. During the period of unit construction, Developer shall direct the builder to provide on the building site a 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.

10.03 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.

- 10.04 Televising. Upon completion of the project, Developer shall, at Developer's sole cost and expense, for inspection purposes, televise the Bridgewater Heights- Tower Heights sewer system and provide the City with a copy. Any obstructions found shall be removed and repairs made if necessary.
- 10.05 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.
- 10.06 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. Utility trunk charges pursuant to City Code have been paid during the Previous Development.
- 10.07 Construction Traffic. Shall be in compliance with the Site Plan
- 10.08 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.
- 10.09 Compliance. Developer and Developer's contractors shall comply with all requirements of the City of Dundas Subdivision Ordinance, conditions required by the City Council as set forth herein, and City construction standards, policies, plates, detail standards and reasonable requirements of the City Engineer applicable to this Development Project except as otherwise agreed in this Development Agreement or waived for good cause shown by the City.
- 10.10 Mailboxes. Developer shall provide mailboxes. Mailboxes shall be provided in a consistent design and location approved by the City of Dundas and the USPS. Mailboxes shall be installed prior to occupancy.
- 10.11 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 11. LIGHTING

- 11.01 Street Lighting. Developer shall install all street lighting, including poles,

arms, wiring, transformers, pedestals, and any other necessary appurtenances according to the Street Lighting Plan designed by Xcel Energy Company and approved by the Developer and the City.

SECTION 12. COMPLETION OF IMPROVEMENTS.

- 12.01 Developer shall complete all Improvements required by this Agreement on or before September 30, 2022 (“**Completion Date**”). The Completion Date as provided herein is subject to Unavoidable Delays as hereinafter defined, in which event the Completion Date may be extended by the period of such Unavoidable Delays.
- 12.02 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, material shortages, 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 the Developer or any other causes which the Developer could not reasonably control or circumvent.
- 12.03 If an extension is granted, it will be conditioned upon updating Developer’s Security and escrow fund requirements, in section 18 and 20.02 respectively, if necessary, to reflect any cost increases resulting from the extended completion date.

SECTION 13. OWNERSHIP OF IMPROVEMENTS.

- 13.01 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 of the applicable Improvement by the City and the City has made such acceptance by Council resolution, and the Developer has granted any easement required by Section 4.05 of this Agreement. Until such acceptance, Developer shall be responsible for the maintenance of the applicable Improvements. The Developer shall

provide to the City, at no charge, record drawings as required by Section 4.06 of this Agreement. Final Security shall not be released prior to receipt of the record drawings by the City.

- 13.02 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 14. CLEAN UP AND SEWER CLEANING.

- 14.01 The 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 the 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. The 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 15. EROSION, DRAINAGE AND WEED CONTROL.

- 15.01 The 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 Project is in full compliance with erosion control requirements.
- 15.02 All non-lot 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.

- 15.03 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.
- 15.04 Developer shall be responsible for the control of weeds in the Development and on all lots as long as it is the owner thereof. The Developer shall cut or spray weeds at the reasonable request of the City. In the event that weed control is not done as requested by the City, the City may do so and the Developer shall be responsible for all costs of the same and shall reimburse the City within 30 days of demand of payment. In the event the Developer does not pay the City for all costs within 30 days of demand by the City, the City may, in the discretion of the City, draw upon the Security to reimburse amounts expended hereunder and all costs and expenses relating to the same and the execution on the Security, including reasonable attorney's fees, assess the Property pursuant to Minn. Stat. §429.101 and/or seek any other remedy available. Developer shall notify all builders that they are responsible for erosion, drainage and weed control on purchased lots throughout the period of residential construction thereon, and continuing thereafter until such responsibilities are assumed by a homeowner for the purchased lots or homeowner's association.

SECTION 16. ISSUANCE OF BUILDING AND OCCUPANCY PERMITS.

- 16.01 The 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 the applicable requirements of the Agreement are completed and after the following minimum Improvements have been completed to the satisfaction of the City Engineer:
- (1) grading, sanitary and storm sewers, drainage controls, individual lot sewer and water services, fire hydrants;
 - (2) 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 Development Plans;
 - (3) approval of lot grading plan and driveway entrance plan for the lot for which the building permit is being requested; and
 - (4) first lift of bituminous pavement, permanent or temporary, gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are installed.

- 16.02 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.
- 16.03 If building permits are requested and issued prior to the completion and acceptance of all public Improvements, the Developer assumes all liability and costs resulting from delays in completion of public Improvements and damage to public Improvements caused by the Developer, its contractors, subcontractors, material suppliers, employees, agents, residential contractors, or third parties. Notwithstanding the forgoing, and other than as herein provided, the 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 herein have been made and accepted by the City.

SECTION 17. INSURANCE.

- 17.01 Developer or 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

- 17.02 The 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 Contract.

- 17.03 The 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, above, shall be submitted with the certificate of insurance.

SECTION 18. SECURITY REQUIREMENT.

- 18.01 Establishment. The cost of the improvements is \$1,230,510.66. 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 the form of an irrevocable Letter of Credit ("**Letter of Credit**") the Letter of Credit is also referred to as the "**Security**"), subject to review and approval of the City, in an amount that totals 125% of the Developer's actual accepted bids for the Improvements:

- 18.01.1 Letter of Credit. 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 \$ 1,553,138.00-, (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 herein. In order to commence grading work, the Developer may divide the Letter of Credit Amount into two separate Letters of Credit as follows: \$143,273.00 (“**Grading LOC**”) and \$1,409,865.00 (“**Primary LOC**”). Both the Grading LOC and Primary LOC, collectively, constitute the entirety of the Letter of Credit or Security required and referred to herein.

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 thirty (30) 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 the Developer, except as to reductions authorized by the City, until the Developer’s Improvements are completed to the City’s reasonable 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 the 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.

18.02 Release/Reduction of Security. Developer may apply to City for release of all or a portion of the Security as follows:

- i. 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;
- ii. When the Improvements and other obligations of the Developer under this Agreement are completed and accepted by the City pursuant to this Agreement; or

- iii. 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.

18.03 Failure to Perform. As it relates to those items covered by the Security, it is further agreed that, should the 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, after the Notice required under Section 23, 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 reasonable legal and consulting fees, from the Security funds. Any Improvements completed by the City pursuant to this Paragraph are not warranted or guaranteed. The 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 reasonable 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 reasonable legal and consulting fees, arising out of or related to curing the Developer's default from the Security funds.

18.04 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 thirty (30) 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 reasonable legal fees against the Property. In the event the City does so specially assess the Property the 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 Minn. Stat., Chapter 429, specifically including, but not limited to, hearings under Minn. Stat. §429.031, and §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 the Developer for the above amounts demanded by the City.

- 18.05 Expiration of Letter of Credit. 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 the 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.

SECTION 19. FAITHFUL PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS.

- 19.01 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 the Developer shall maintain at least \$10,000 on its Security for the warranty period, or pose other Security acceptable to the City.
- 19.02 The Developer shall repair or replace, as reasonably directed by the City and at the 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, provided that the City or its engineer, give notice of such defect to Developer within three months following the end

of the Guarantee Period. The Developer, or Developer's contractors, shall post maintenance bonds or other security reasonably acceptable to City to secure these warranties.

SECTION 20. RESPONSIBILITY FOR COSTS AND HOLD HARMLESS.

20.01 The 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 Bridgewater Heights – Tower Heights, 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 Development Project.

20.02 To facilitate payment of the Developer's costs and expenses to the City as required by Section 20.01 this Agreement, Developer agrees to deposit on account with the City the sum of \$10,000.00 (hereinafter referred to as 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 the Developer, Developer shall within 30 days thereafter 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 the 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.

20.03 To the fullest extent permitted by law, the Developer shall hold the City, its officers, employees and agents harmless from claims made by itself and third parties for damages sustained or costs reasonably 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. The 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.

- 20.04 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.
- 20.05 Developer agrees to timely pay all contractors and subcontractors in a timely manner to prevent any liens.
- 20.06 The Developer shall reimburse the City for its costs incurred in the enforcement of this Agreement, including Staff time, engineering, and reasonable attorneys' fees.
- 20.07 All security escrow deposit funds required by this Agreement shall be received by the City before the Developer proceeds with any work hereunder.

SECTION 21. TRANSFER OF PROJECT.

- 21.01 Until all Improvements of the Developer have been fully completed, the 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 exception of items (i), (ii), and (iii) and Section 21.02 below:
- (i) a transfer by the Developer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with the Developer;
 - (ii) 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
 - (iii) conveyance of any easements necessary for the Project.
- 21.02. Nothing herein shall prevent or apply to the sale, in the ordinary course of business, of lots to individual owners or contractors of individual residences, but such sale shall in no way affect or diminish the obligations of the Developer under this Agreement.

SECTION 22. EVENTS OF DEFAULT DEFINED.

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

- 22.01 Failure by the 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.
- 22.02 If the 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.
- 22.03 If the Developer shall file a petition under the federal bankruptcy laws.
- 22.04 If the 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.
- 22.05 If the 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 hereof and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.
- 22.06 The Developer giving notice of intent not to renew the Security provided under Section 18 of this Agreement.

SECTION 23. NOTICE/REMEDIES ON DEFAULT.

With the exception of defaults occurring under Section 18 regarding the maintenance of renewal of the 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 the Developer fails to cure the Event of Default within thirty (30) 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 the Developer is in default:

- 23.01 Halt all plat development work and construction of Improvements until such time as the Event of Default is cured.
- 23.02 Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.

- 23.03 Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- 23.04 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 the Developer shall reimburse the City for its expenses. This provision shall be a license granted by the 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.
- 23.05 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.
- 23.06 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 24. MISCELLANEOUS.

- 24.01 This Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be.
- 24.02 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.
- 24.03 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 the Developer. The parties' failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 24.04 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.

- 24.05 Residents of Bridgewater Heights – Tower Heights shall not be deemed to be third party beneficiaries of this Agreement and shall not be bound by this Agreement and third parties shall have no recourse against the parties under this Agreement.
- 24.06 This Agreement shall run with the Property and shall be binding upon the parties, their successors and assigns. Either party may place this Agreement of record with the Rice County Recorder, so as to give notice hereof to subsequent purchasers, encumbrances and interested persons. After the Developer has completed the work required under this Agreement, at the Developer’s request, the City will execute and deliver to Developer a release in recordable form.
- 24.07 All parties to this Agreement acknowledge they have been represented by counsel and have entered into this Agreement freely and voluntarily.
- 24.08 The laws of the State of Minnesota shall govern this Agreement.
- 24.09 The City Resolutions, Preliminary Plat, Final Plat, Preliminary Plans, Site Plan and attached Exhibits are a material part of this Agreement and are incorporated herein.
- 24.10 This Agreement replaces and supersedes all previous Development Agreements related to the Property.

SECTION 25. NOTICES.

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

If to the Developer: Mark Guenther
 Fenway Land Company
 13925 Fenway Blvd. N.
 Hugo, MN 55038

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
 Dundas, MN 55019
 507-645-2852

The remainder of this page intentionally left blank; 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 above written.

CITY:

City of Dundas

By: _____
Its Mayor

By: _____
Its City Clerk

DEVELOPER:

Fenway Land Company

By: _____
Mark Guenther
Its: President

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 Clerk, respectively, of the City of Dundas, a municipal corporation under the laws of the State of Minnesota, 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 Mark Guenther, the President of Fenway Land Company, a Minnesota corporation, on behalf of the corporation.

Notary Public

This Instrument Drafted by:
Campbell Knutson, P.A. (JDS)
860 Blue Gentian Road, Suite 290
Eagan, MN 55121

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
PRELIMINARY PLAT

EXHIBIT C

CONDITIONS OF APPROVAL

Prior to the City Council's approval of the Final Plat, the Developer was required to complete the following items:

1. The Developer shall provide City with a revised set of plans addressing all remaining review comments made by the staff review and Planning Commission.
2. The Developer shall comply with all applicable regulations and conditions prescribed by Rice County and receive all applicable permits.
3. The Developer shall enter into a development agreement with the City.
4. The Developer shall provide a form of Security established by the development agreement for all public improvements associated with the development of the Property.
5. The Developer shall provide the City with copies of any HOA agreement and covenants, if applicable.
6. The Developer shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.

EXHIBIT D
FINAL PLAT

EXHIBIT E
SITE PLAN

EXHIBIT F

CONDITIONS OF FINAL PLAT APPROVAL AND SITE PLAN APPROVAL

1. The City Council's approval of the Final Plat, the Site Plan, in accordance with Resolution No. _____, and the Agreement is subject to completion of the following items that must be met, to the satisfaction of the City, prior to the release of the Final Plat and this Agreement unless otherwise expressly provided for below:
 - A. The Developer shall provide the City with a revised set of plans addressing all remaining review comments made by the staff review and found in the report made to the City Council.
 - B. The Developer shall provide the City with a revised set of plans addressing all remaining review comments made by WSB following their final review of the construction drawings and Final Plat.
 - C. The Developer shall provide the City with final Landscaping Plans..
 - D. The Developer shall comply with all applicable regulations and conditions prescribed by Rice County and receive all applicable approvals. Following approval, the Developer shall provide the City with a copy of the approval.
 - E. The Developer shall enter into this Agreement with the City.
 - F. The Developer shall provide the Security in a form acceptable to the City.
 - G. The Developer shall obtain all necessary City, County, PCA and other regulatory agency approval and permits prior to construction.
 - H. The Developer shall pay the Park Dedication and Playground and Recreation Fees in accordance with the terms defined in this Agreement.
 - I. The Developer shall record the Final Plat in the Office of the Rice County Recorder/Registrar of Titles within 45 days after the date of approval and furnish the City evidence of the recording; otherwise the approval of the subdivision shall be considered null and void.
 - J. The Developer shall, immediately upon recording and prior to the issuance of any permits for the development of the Property, furnish the City with a reproducible mylar copy and one blue line print of the Final Plat or survey.
 - K. Approval of the Final Plat shall expire one year after the date of Resolution No. 2021-14, unless construction has commenced in accordance with the Site Plan and the Agreement or an extension is granted by the City Council.

- L. The Developer shall pay for all costs associated with the City's review of the Final Plat, the Site Plan and preparation of the Agreement and City costs and expenses with regard to the above conditions.

The above conditions and requirements are a material part of the Agreement, are incorporated herein and shall be considered to be a part of the Agreement.

EXHIBIT G
MISCELLANEOUS PLANS

EXHIBIT H

PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS

1st Quarter Report

City of Dundas

Dundas, Minnesota

As of March 31, 2021



AEM Financial Solutions™

People
+ Process.
Going
Beyond the
Numbers



May 6, 2021

ACCOUNTANT'S COMPILATION REPORT

Honorable Mayor and City Council
City of Dundas
Dundas, Minnesota

We have compiled the accompanying statement of revenues and expenditures for the General Fund and statements of revenues and expenses for the enterprise funds of the City of Dundas as of March 31, 2021 for the quarter then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC



AEM Financial Solutions™

May 6, 2021

Honorable Mayor and City Council
 City of Dundas
 Dundas, Minnesota

Dear Honorable Mayor and City Council:

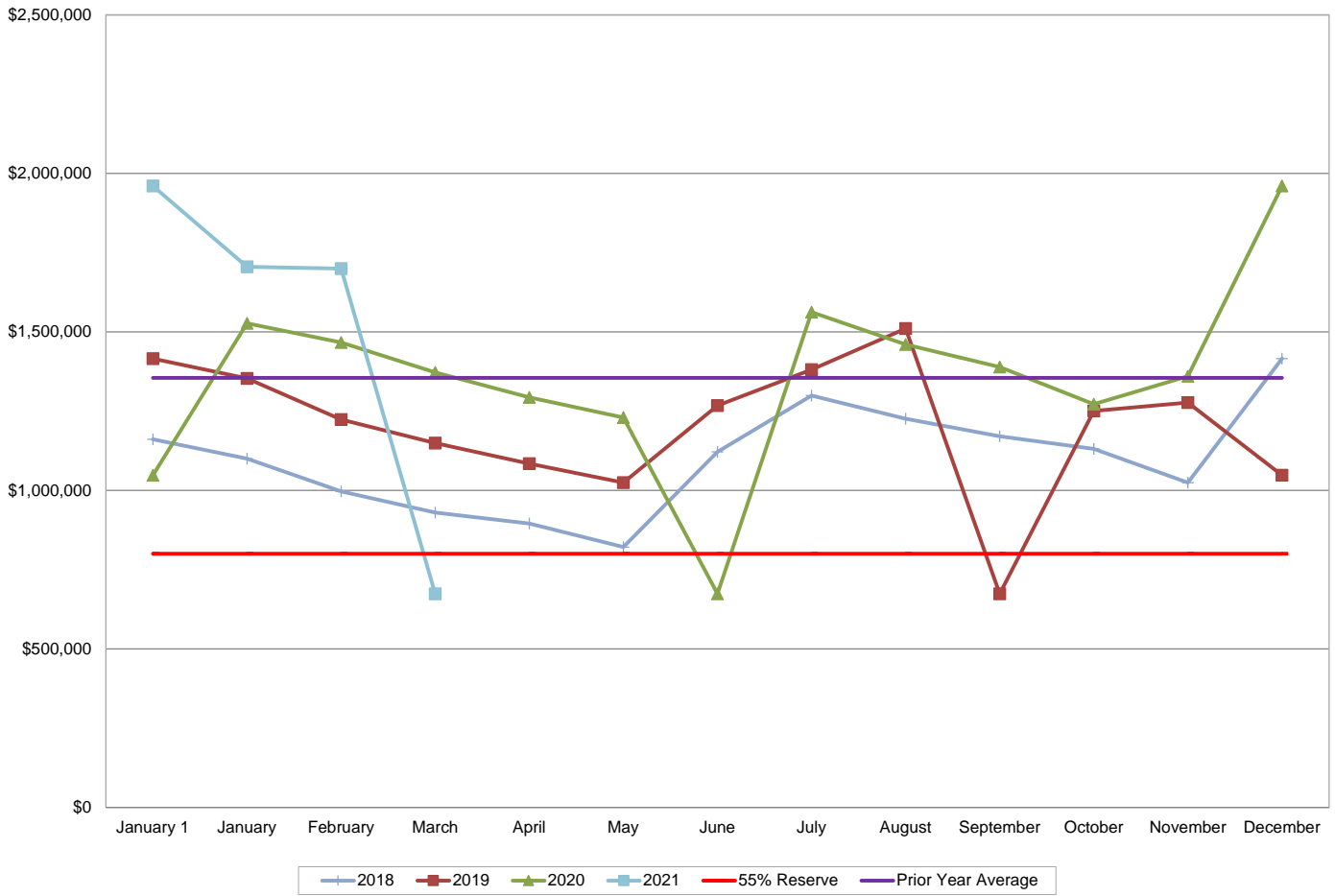
We have reconciled all bank accounts through March 31, 2021 and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited.

Cash and Investments

The City's cash and investment balances are as follows:

	<u>12/31/2020</u>	<u>03/31/2021</u>	<u>Increase/ (Decrease)</u>
Checking	\$ 1,473,760	\$ 1,012,178	\$ (461,582)
Investments (at Market Value)	<u>2,577,438</u>	<u>2,579,738</u>	<u>2,300</u>
 Total Cash and Investments	 <u>\$ 4,051,198</u>	 <u>\$ 3,591,916</u>	 <u>\$ (459,282)</u>
<u>Investment Type</u>	<u>12/31/2020</u>	<u>03/31/2021</u>	<u>Increase/ (Decrease)</u>
Checking	\$ 1,473,760	\$ 1,012,178	\$ (461,582)
Money Market	1,262,018	961,680	(300,339)
Brokered CD	399,300	699,867	300,567
Brokered Securities	495,188	495,377	
Bank CD	<u>420,932</u>	<u>422,815</u>	<u>1,882</u>
 Total Investments	 <u>\$ 4,051,198</u>	 <u>\$ 3,591,916</u>	 <u>\$ (459,282)</u>

General Fund Cash Balances 2018 - 2021



General Fund

Receipts	YTD Budget	YTD Actual	Percent of YTD Budget		Disbursements	YTD Budget	YTD Actual	Percent of YTD Budget	
Taxes	\$ 218,065	\$ -	- %	↓	General government	\$ 67,740	\$ 64,361	95.0 %	⇒
Intergovernmental	50,422	886	1.8	↓	City council	7,448	7,429	99.8	⇒
Licenses and permits	19,625	50,319	256.4	↑	COVID	-	2,003	N/A	N/A
Charges for services	7,175	4,598	64.1	↓	Planning and zoning	22,314	11,408	51.1	↑
Fines and forfeitures	6,250	1,160	18.6	↓	Civil defense	75	-	-	↑
Interest earnings	3,750	439	11.7	↓	Building inspection	19,676	9,369	47.6	↑
Miscellaneous	-	4,541	N/A	N/A	Animal control	125	-	-	↑
Sale of Fixed Assts	-	68,723	N/A	N/A	Fire	14,538	14,852	102.2	⇒
Transfers in	58,475	-	N/A	N/A	Police	93,163	81,908	87.9	↑
	<u>\$ 363,763</u>	<u>\$ 130,666</u>	<u>35.9 %</u>	↓	Highways, streets, and roads	53,768	33,740	62.8	↑
					Parks	19,440	18,158	93.4	⇒
					Economic development	764	1,526	N/A	N/A
					Debt service	6,239	24,953	N/A	N/A
					Transfers out	58,475	1,018,823	-	↑
						<u>\$ 363,763</u>	<u>\$ 1,288,530</u>	<u>354.2 %</u>	↓

Key

- ↑ Varies more than 10% than budget positively
- ↓ Varies more than 10% than budget negatively
- ⇒ Within 10% of budget

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

Treasury Yields									
Date	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
03/31/2017	0.74	0.76	0.91	1.03	1.27	1.50	1.93	2.22	2.40
06/30/2017	0.84	1.03	1.14	1.24	1.38	1.55	1.89	2.14	2.31
09/29/2017	0.96	1.06	1.20	1.31	1.47	1.62	1.92	2.16	2.33
12/31/2017	1.28	1.39	1.53	1.76	1.89	1.98	2.20	2.33	2.40
03/31/2018	1.63	1.73	1.93	2.09	2.27	2.39	2.56	2.68	2.74
06/29/2018	1.77	1.93	2.11	2.33	2.52	2.63	2.73	2.81	2.85
09/28/2018	2.12	2.19	2.36	2.59	2.81	2.88	2.94	3.01	3.05
12/31/2018	2.44	2.45	2.56	2.63	2.48	2.46	2.51	2.59	2.69
03/29/2019	2.44	2.43	2.44	2.39	2.31	2.28	2.31	2.41	2.52
06/28/2019	2.18	2.12	2.09	1.92	1.75	1.71	1.76	1.87	2.00
09/30/2019	1.91	1.88	1.83	1.75	1.63	1.56	1.55	1.62	1.68
12/31/2019	1.48	1.55	1.60	1.59	1.58	1.62	1.69	1.83	1.92
03/31/2020	0.05	0.11	0.15	0.17	0.23	0.29	0.37	0.55	0.70
06/30/2020	0.13	0.16	0.18	0.16	0.16	0.18	0.29	0.49	0.66
09/30/2020	0.08	0.10	0.11	0.12	0.13	0.16	0.28	0.47	0.69
12/31/2020	0.08	0.09	0.09	0.10	0.13	0.17	0.36	0.65	0.93
03/31/2021	0.01	0.03	0.05	0.07	0.16	0.35	0.92	1.40	1.74

Budget Summary

A more detailed analysis of funds is included as Attachment A.

Cash Balance Summary

A detailed view of department totals compared with budget is included as Attachment B.

Investment Summary

A detailed summary of current investments is included as Attachment C.

Enterprise Fund Summary

A detailed summary of enterprise fund financial results is included as Attachment D.

Revenue and Expenditures

A detail of revenues and expenditures can be provided upon request.

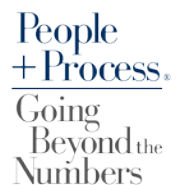
* * * * *

This information is unaudited and is intended solely for the information and use of management and City Council and is not intended and should not be used by anyone other than these specified parties.

If you have any questions or wish to discuss any of the items contained in this letter or the attachments, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC



City of Dundas, Minnesota
Statement of Revenues and Expenditures -
Budget and Actual -
General Fund (Unaudited)
For the Three Months Ended March 31, 2021

ATTACHMENT A

	Annual Budget	Budget thru 3/31/2021	Actual Thru 3/31/2021	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru 3/31/2021
Revenues					
Taxes	\$ 872,261	\$ 218,065	\$ -	\$ (218,065) *	- %
Intergovernmental	201,689	50,422	886	(49,536) (1)	1.8
Licenses and permits	78,500	19,625	50,319	30,694 (2)	256.4
Charges for services	28,700	7,175	4,598	(2,577)	64.1
Fines and forfeitures	25,000	6,250	1,160	(5,090)	18.6
Interest earnings	15,000	3,750	439	(3,311)	11.7
Miscellaneous revenue	-	-	4,541	4,541	N/A
Sale of Fixed Assets	-	-	68,723	68,723	N/A
Total Revenues	1,221,150	305,288	130,666	(174,622)	42.8
Expenditures					
General government	270,960	67,740	64,361	3,379	95.0
City council	29,790	7,448	7,429	19	99.8
COVID 19	-	-	2,003	(2,003)	N/A
Planning and zoning	89,255	22,314	11,408	10,906	51.1
Civil defense	300	75	-	75	-
Animal control	500	125	-	125	-
Fire	58,150	14,538	14,852	(315)	102.2
Police	372,650	93,163	81,908	11,255	87.9
Building inspection	78,705	19,676	9,369	10,307	47.6
Highways, streets and roads	215,070	53,768	33,740	20,028 (3)	62.8
Parks	77,760	19,440	18,158	1,282	93.4
Economic development	3,055	764	1,526	(762)	199.8
Debt service	24,955	6,239	24,953	(18,714) (4)	400.0
Total Expenditures	1,221,150	305,288	269,707	35,581	88.3
Excess Revenues (Expenditures)	-	-	(139,041)	(139,041)	-
Other Financing Sources (Uses)					
Transfers in	233,900	58,475	-	(58,475)	-
Transfers out	(233,900)	(58,475)	(1,018,823)	(960,348) (5)	1,742.3
Total Other Financing Sources (Uses)	-	-	(1,018,823)	(1,018,823)	N/A
Excess (Deficiency) of Revenues and Other	\$ -	\$ -	\$ (1,157,864)	\$ (1,157,864)	

* Typically property taxes are received in July and December (with 70% advance in June).

Item Explanation of Items Percentage Received/Expended Less than 80% or Greater than 120% and \$ Variance Greater than \$15,000.

- (1) Variance due to due to timing of local government aid which are generally received in July and December.
- (2) Variance due to more building permits and plan check fees than anticipated.
- (3) Road maintenance is completed on a seasonal basis, the budget is allocated on a straight-line basis. Variance will likely dissipate by the end of the summer.
- (4) Debt payment was paid in full in February, variance will dissipate by the end of the year.
- (5) Variance due to transfers to capital reserves approved by Council.

City of Dundas, Minnesota
 Unaudited Cash Balances by Fund
 March 31, 2020, December 31, 2020, and March 31, 2021

ATTACHMENT B

Fund	Balance 03/31/2020	Balance 12/31/2020	Balance 03/31/2021	YTD Change From 12/31/2020	YTD % Change From 12/31/2020
101 General Fund	\$ 1,372,054	\$ 1,698,123	\$ 673,954	\$ (1,024,169) (1)	(60.3) %
201 Gambling Special Fund	49,242	49,493	64,547	15,053	30.4
225 Storm Sewer Fund	259,138	308,486	308,075	(411)	(0.1)
260 Annexation Tax Rebate	103,300	-	-	-	100.0
300 Debt Service	5,186	100,369	971	(99,398) (2)	(99.0)
304 Debt Service 2018A	(34,305)	-	(44,350)	(44,350) (2)	100.0
305 Debt Service 2020A	-	-	(107,254)	(107,254) (2)	100.0
401 Capital Projects	(136,180)	-	723,111	723,111 (3)	100.0
426 Parks and Rec Capital Outlay	-	-	58,497	58,497 (4)	100.0
408 City Hall Project	615,501	-	31,304	31,304	100.0
410 Public Works Capital Outlay	6,876	30,311	30,325	14	0.0
425 Public Safety Capital Outlay	83,217	83,641	83,703	61	0.1
430 Escrow Deposits	-	-	(847)	(847)	100.0
601 Water Fund	733,731	891,570	823,470	(68,100) (5)	(7.6)
602 Sewer Fund	812,239	787,191	834,306	47,115	6.0
603 Refuse Fund (Garbage)	72,970	91,978	97,351	5,373	5.8
801 Dundas Baseball Association	12,861	10,036	14,755	4,719	47.0
Total	\$ 3,955,831	\$ 4,051,198	\$ 3,591,918	\$ (459,280)	(11.3) %

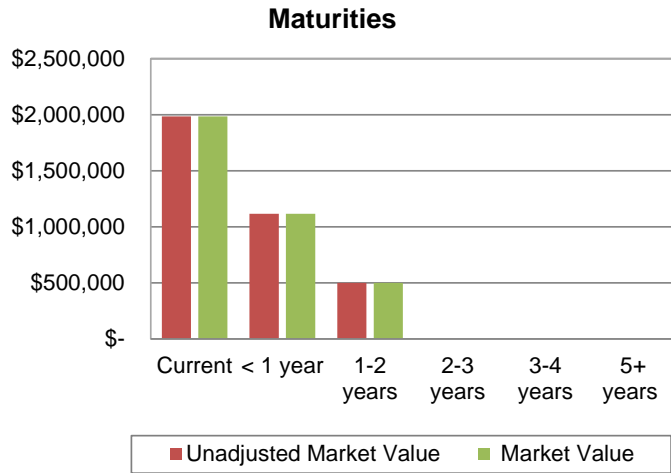
Item Explanation of changes greater \$50,000.

- (1) Explanations provided on Attachment A.
- (2) Debt service activity per approved debt service amortization schedules.
- (3) Transfer of excess unreserved fund balance to capital reserves.
- (4) Increase due to monthly budgeted transfer of \$19,491.67 per month from the General Fund.
- (5) Decrease due to debt service payments.

City of Dundas
Schedule of Cash and Investments
For the Month Ending March 31, 2021

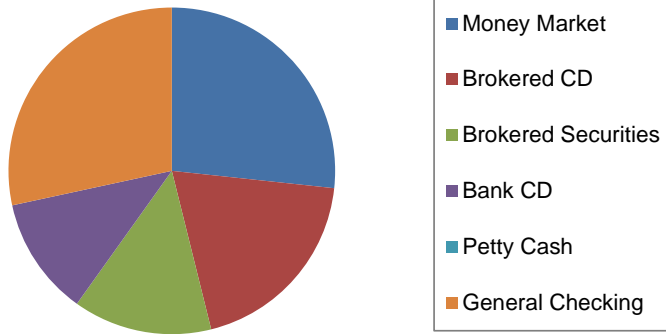
Institution	Description	Type	Rate	Market Value 1/1/2021	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted Market Value 3/31/2021	Market Value 3/31/2021	Unrealized Gain / Loss	
CASTLE ROCK BANK	CERTIFICATE OF DEPOSIT #12070	Bank CD	2.05%	133,380.27	-	-	-	674.21	134,054.48	134,054.48	-	
CASTLE ROCK BANK	CERTIFICATE OF DEPOSIT #12079	Bank CD	2.05%	130,099.64	-	-	-	672.24	130,771.88	130,771.88	-	
CASTLE ROCK BANK	CERTIFICATE OF DEPOSIT #12655	Bank CD	1.35%	157,452.43	-	-	-	535.77	157,988.20	157,988.20	-	
				420,932.34	-	-	-	1,882.22	422,814.56	422,814.56	-	
4M FUND	4M - GENERAL	Money Market	1.38%	1,125,016.44	-	(300,468.00)	-	40.16	824,588.60	824,588.60	-	
4M FUND	CITADEL FCU	Brokered CD	1.65%	150,000.00	-	-	-	-	150,000.00	150,000.00	-	
4M FUND	4M-Western Alliance Bank	Brokered CD	0.20%	249,300.00	-	-	-	-	249,300.00	249,300.00	-	
4M FUND	4M-Richmond Dev	Brokered Securities	0.20%	294,439.50	-	-	-	-	294,439.50	294,728.60	289.10	
4M FUND	4M-Beaverton SD	Brokered Securities	0.20%	200,748.00	-	-	-	-	200,748.00	200,648.00	(100.00)	
4M FUND	4M-NYC-TXBL-REF-D	Brokered CD	0.33%	-	300,000.00	-	-	-	300,000.00	300,567.00	567.00	
				2,019,503.94	300,000.00	(300,468.00)	-	40.16	2,019,076.10	2,019,832.20	756.10	
CCF BANK	PUBLIC FUNDS MM CHECKING	Money Market	N/A	137,007.63	-	-	-	83.58	137,091.21	137,091.21	-	
				137,007.63	-	-	-	83.58	137,091.21	137,091.21	-	
FRANDSEN BANK & TRUST	FRANDSEN BANK & TRUST	General Checking	0.01%	1,488,537.67	507,796.55	(973,667.77)	-	29.26	1,022,695.71	1,022,695.71	-	
PETTY CASH	PETTY CASH	Petty Cash	N/A	100.00	-	-	-	-	100.00	100.00	-	
				1,488,637.67	507,796.55	(973,667.77)	-	29.26	1,022,795.71	1,022,795.71	-	
Total Cash and Investments				\$ 4,066,081.58	\$ 807,796.55	\$ (1,274,135.77)	\$ -	\$ 2,035.22	\$ 3,601,777.58	\$ 3,602,533.68	\$ 756.10	
				Reconciling Items				Reconciling Items				
				Deposits in Transit				Deposits in Transit				
				Outstanding Checks				Outstanding Checks				
				\$ 129.36					\$ 470.00			
				\$ (15,007.01)					\$ (11,087.92)			
				<u>\$ 4,051,203.93</u>					Reconciled Balance	<u>\$ 3,591,915.76</u>		

City of Dundas
 Schedule of Cash and Investments
 For the Month Ending March 31, 2021



<u>Maturity</u>	<u>Unadjusted Market Value 3/31/2021</u>	<u>Market Value 3/31/2021</u>	<u>Variance 3/31/2021</u>
Current	\$ 1,984,475.52	\$ 1,984,475.52	\$ -
< 1 year	1,116,554.06	1,116,843.16	289.10
1-2 years	500,748.00	501,215.00	467.00
2-3 years	-	-	-
3-4 years	-	-	-
5+ years	-	-	-
	<u>\$ 3,601,777.58</u>	<u>\$ 3,602,533.68</u>	<u>756.10</u>

Weighted average Rate of return	0.01	3/31/2021
Average Maturity (years)	0.15	3/31/2021



<u>Investment Type</u>	<u>Market Value 3/31/2021</u>
Money Market	\$ 961,679.81
Brokered CD	699,867.00
Brokered Securities	495,376.60
Bank CD	422,814.56
Petty Cash	100.00
General Checking	1,022,695.71
	<u>\$ 3,602,533.68</u>

Operating Account	
O/S Deposits	\$ 470.00
O/S Checks	(11,087.92)
	<u>\$ 3,591,915.76</u>

3,591,915.76

\$ -

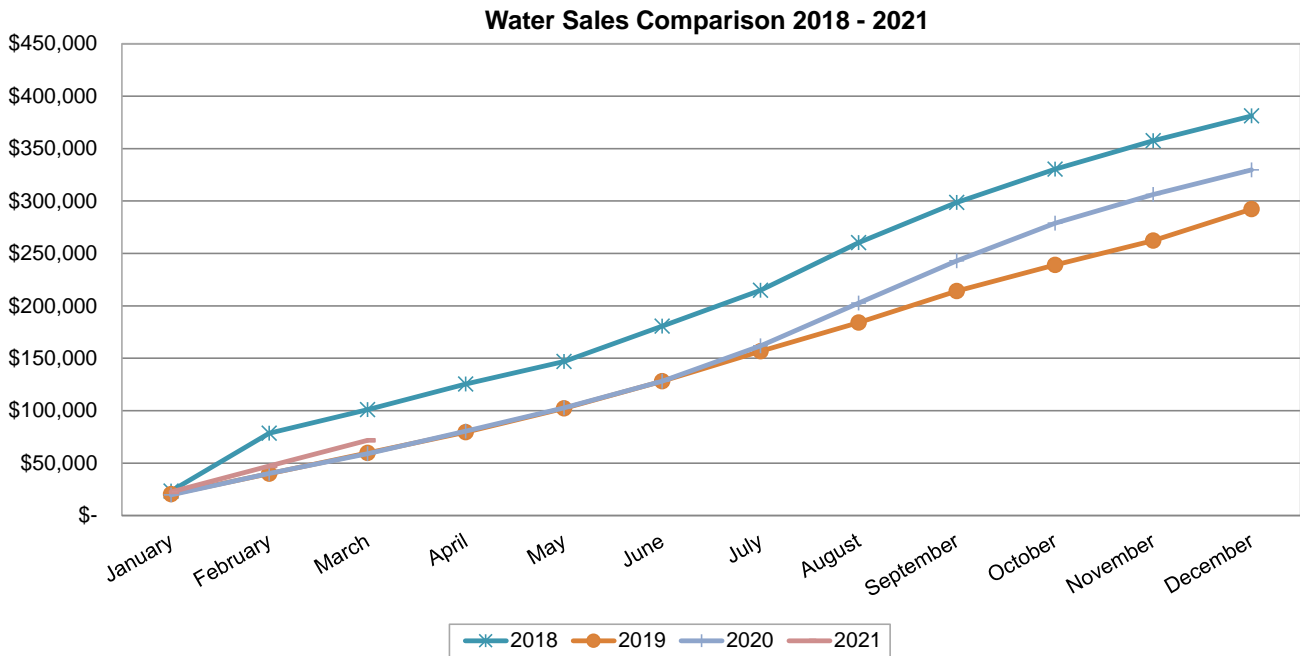
City of Dundas, Minnesota
 Statement of Revenues and Expenses -
 Budget and Actual -
 Water Fund (Unaudited)
 For the Three Months Ended March 31, 2021

WATER FUND

	Actual Thru 3/31/2020	Actual Thru 3/31/2021	Variance - Favorable (Unfavorable)	Percent Change from 3/31/2020
Revenues				
Charges for services	\$ 140,220	\$ 148,755	\$ 8,535	6.1 %
Interest Earnings	2,929	587	(2,342)	(80.0)
Total Revenues	143,149	149,342	6,193	4.3
Expenses				
Salaries and benefits	13,221	19,914	(6,693)	(50.6)
Supplies	4,314	2,012	2,302	53.4
Other services and charges	9,970	5,825	4,145	41.6
Repair and maintenance	12,018	560	11,458 (1)	95.3
Utilities	6,040	5,565	475	7.9
Interest	20,253	18,278	1,975	9.8
Depreciation	-	56,250	(56,250)	N/A
Capital Outlay	-	11,032	(11,032)	N/A
Total Expenses	65,816	119,436	(53,620)	(81.5)
Excess Revenues Over Expenses	<u>\$ 77,333</u>	<u>\$ 29,906</u>	<u>\$ (47,427)</u>	<u>(61.3)</u> %

Item Explanation of Items Percentage Received/Expended Greater than 20% and \$ Variance Greater than \$10,000.

(1) Variance due to PY East and West Water Tower payments made to Utility Service.



City of Dundas, Minnesota
Statement of Revenues and Expenses -
Budget and Actual -
Sewer Fund (Unaudited)
For the Three Months Ended March 31, 2021

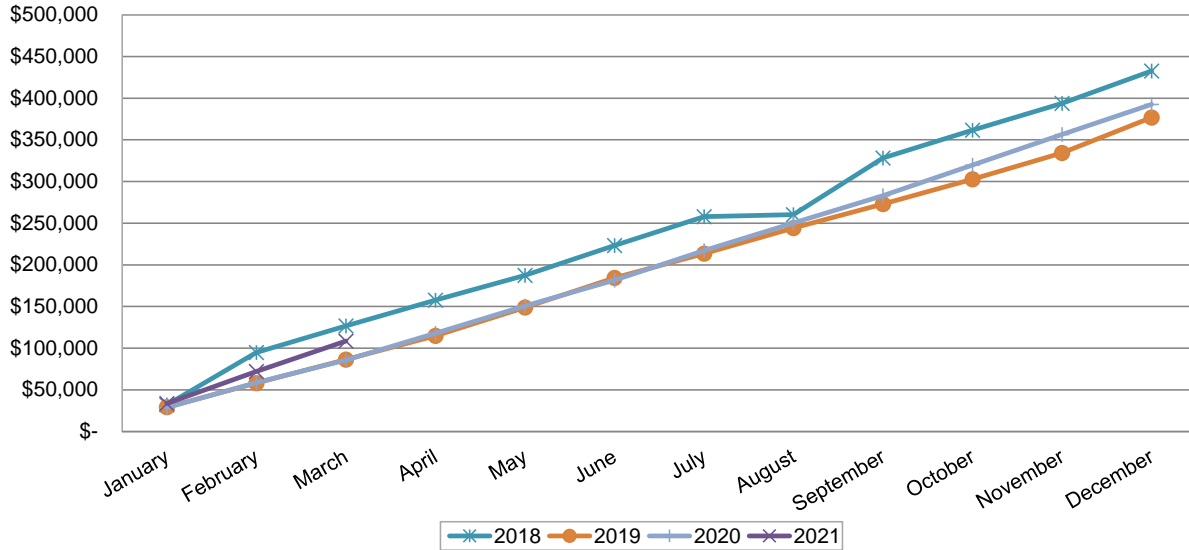
SEWER FUND

	Actual Thru 3/31/2020	Actual Thru 3/31/2021	Variance - Favorable (Unfavorable)	Percent Change from 03/31/2020
Revenues				
Charges for services	\$ 125,007	\$ 133,613	\$ 8,606	6.9 %
Interest Earnings	3,229	597	(2,632)	(81.5)
Miscellaneous	-	79	79	N/A
Total Revenues	<u>128,236</u>	<u>134,289</u>	<u>6,053</u>	<u>4.7</u>
Expenses				
Salaries and benefits	12,689	13,998	(1,309)	(10.3)
Supplies	751	(81)	832	110.8
Other services and charges	3,040	2,379	661	21.7
Repair and maintenance	-	565	(565)	N/A
Utilities	16,210	42,016	(25,806) (1)	(159.2)
Principal	-	320	(320)	N/A
Equipment	-	81	(81)	N/A
Depreciation	-	62,675	62,675	N/A
Total Expenses	<u>32,690</u>	<u>132,985</u>	<u>25,055</u>	<u>76.6</u>
Excess Revenues Over Expenses	<u>\$ 95,546</u>	<u>\$ 1,304</u>	<u>\$ 31,108</u>	<u>32.6</u> %

Item Explanation of Items Percentage Received/Expended Greater than 20% and \$ Variance Greater than \$10,000.

- (1) Variance due to timing of payments made in 2020 to the City of Northfield for Wastewater Treatment.

Sewer Sales Comparison 2018 - 2021





REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council
FROM: Jenelle Teppen, City Administrator
SUBJECT: Consider Approving Liquor License Renewals
DATE: For the City Council Meeting of May 10, 2021

PURPOSE/ACTION REQUESTED

Consider Liquor License renewals for the renewal period of July 1, 2021 through June 30, 2022.

SUMMARY

City staff has received renewal applications from a portion of the current licensees. All application materials are in order and background investigations have been completed. We anticipate that the remaining renewals will be at the next City Council meeting on May 24.

RECOMMENDATION

Renewal for Off Sale Intoxicating Liquor License

AJE Enterprises, Inc., d/b/a Firehouse Liquor **Motion to approve the renewal for Off Sale Intoxicating Liquor License for AJE Enterprises, Inc. d/b/a Firehouse Liquor at 607 Stafford Road North for the period July 1, 2021, to June 30, 2022.**

Four Browns, LLC d/b/a/ MGM Wine and Spirits

Motion to approve the renewal for Off Sale Intoxicating Liquor License for Four Browns, LLC d/b/a MGM Wine and Spirits at 420 Schilling Drive North for the period July 1, 2021, to June 30, 2022.

Renewal for Wine On-Sale

CABB II, LLC d/b/a/ Cannon Valley Cinema 10

Motion to approve the renewal for Wine On-Sale for CABB II, LLC d/b/a Cannon Valley Cinema 10 at 404 Schilling Drive North Unit 3 for the period July 1, 2021, to June 30, 2022.

Renewal for 3.2 Beer On-Sale

CABB II, LLC d/b/a/ Cannon Valley Cinema 10

Motion to approve the renewal for 3.2 Beer On-Sale for CABB II, LLC d/b/a Cannon Valley Cinema 10 at 404 Schilling Drive North Unit 3 for the period July 1, 2021, to June 30, 2022.

Renewal for 3.2 Beer Off-Sale

Kwik Trip Inc d/b/a Kwik Trip #489

Motion to approve the renewal for 3.2 Beer Off-Sale for Kwik Trip, Inc. d/b/a Kwik Trip #489 at 415 Hester Street East for the period July 1, 2021, to June 30, 2022.

Renewal for Combination On-Sale/Off -Sale Intoxicating Liquor License and Special Sunday On-Sale Licenses

Lyle and Pauline's, Inc., d/b/a L&M Bar and Grill

Motion to approve the renewal for Combination On-Sale/Off-Sale Intoxicating Liquor License and Special Sunday On-Sale Licenses for Lyle and Pauline's Inc. d/b/a L&M Bar and Grill at 224 Railway Street North for the period July 1, 2021, to June 30, 2022.

City of Dundas
Public Works Staff Meeting / City Engineer Update 5/6/21

April 21, 2021
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. 2019 Storm Pond Maintenance
 - Two-year warranty inspection in 2021.
2. 2021 Street Maintenance
 - \$75,000 budgeted for Road Maintenance which includes annual road repairs, patching, crack filling, seal coat, etc. in 2021.
 - On 3/22/21 the City Council awarded the contract for the 2021 Seal Coat; three quotes were received with the low quote submitted by Pearson Bros. Inc. ***This work is expected to begin in mid-June.***
 - ***By the end of May***, staff will be issuing a request for quotes to complete the edge mill and full width overlay of Hester Street, from CSAH 78 to Depot Street.
 - ***By the end of May***, staff will solicit quotes to complete the Bridge Street/2nd repairs and other minor patching.
3. 2021 Sidewalk/Trail Improvements
 - \$121,900 capital expenditure budgeted in 2021.
 - ECRT North-south connection along 1st Street North.
 - Staff will be issuing a request for quotes for this trail work and any drainage modifications at the roadway low point.
 - Striping of a crossing of Hester Street at 1st Avenue will be pursued with Rice County.
 - The trail work will include placement of aggregate base for parking at the ECRT on the NE corner of 1st Street N / Everett Street.
 - The need for ped ramps on Bluff Lane at Miller Lane and Granite Way is being evaluated.
4. 2021 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. This work is to be combined with other minor storm sewer work; a request for quotes is expected to be issued in May.
 - Staff will coordinate with Menard to obtain a right of entry onto their property to complete this work.
 - NE corner of Hester Street W. and Depot Street N. options are being considered for a new storm sewer structure at east side of the culvert under Depot Street.

- The culvert on the SE corner of Schilling Drive N. and CSAH 1 is also under review for possible maintenance.
 - Minor modification work to the catch basin near the Dundas Dome driveway to lower the inlet elevation.
5. 2023 Street Lighting
- On Railway Street down to West Avenue; and including lights at each end of the pedestrian bridge over the Cannon River.
 - \$120,000 capital levy over three years, 2021-2023, construction will occur in 2023. Some of the lighting materials may be purchased in advance to avoid price increases. ***Updated pricing will be requested from the supplier.***
6. 2021 and 2022 Street Sweeping
- On 4/12/21 the City Council awarded the contract for citywide street sweeping in 2021 and 2022 to Sanford Services LLC.
7. 2021 Sanitary Sewer Cleaning and Televising
- Citywide cleaning/televising will be completed on a 4-year rotation; 25% each year.
 - On 4/12/21 the City Council awarded the contract to Underground Technologies; ***they have started this work and expect to be completed within a few days.***
8. 2021 Water Meter Technology Update
- On 3/22/21 the concept for a technology update to the City's water meters was presented by staff to the City Council at a work session.
 - ***4/26/21 the City Council approved the implementation of updated water meter and reading technology including the software purchase.***
 - The CIP included a budget to begin implementation of updated technology.
 - A routine check of sump pump connections will occur at the same time.
9. Cannon Road
- Two-year warranty inspection in 2021.
10. City Hall
- 4/15/21 Guth Electric installed the new parking lot light poles and heads.
 - 10/12/22 Two Year Maintenance Bond expires on the site work.
11. Comprehensive Plan Update
- The Comprehensive Plan was approved, with minor changes, at the 7/27/20 City Council meeting. ***The final plan document was reviewed with the City Council at their 4/26/21 meeting.***
 - Staff was directed to prepare a planning study for the reconstruction of 115th Street between CSAH 20 and CSAH 22 to facilitate corridor safety; a preliminary design and construction schedule will also be prepared.
 - 3/19/21 an initial meeting was held with Rice County to discuss the proposed study and the County's long-range vision for the intersections at each end of the study area.
 - On 4/1/21 Rice County held a meeting at City Hall to discuss Decker Avenue and the potential for a County roadway corridor from TH 19 to CSAH 1 along this alignment.
 - 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.

12. CSAH 1/TH 3 Pedestrian Crossing

- The scope includes a crossing of CSAH 1 connecting the existing trail near the PRV to the sidewalk on Stafford Road North; and pedestrian connections west along the south side of CSAH 1 to Cannon Road. WSB is proceeding with development of concepts for these connections.
- A portion of the \$121,900 capital expenditure budgeted for Sidewalk/Trail in 2021 will be to further design of these crossing concepts.
- WSB will meet on site with the owner of the self-storage on the SW corner.

13. Forest Avenue

- Soil borings have been completed to determine the scope of the repairs; these will be used to develop a proposed maintenance/construction work scope.
- Extensive pavement repair has been included in the CIP for 2022 construction *which may include reclamation and a bituminous overlay.*

14. Memorial Park

- WSB modeled the incorporation of berm protection for the stadium area while trying to achieve a “no rise” condition for the floodplain; a no rise condition was not achieved.
- In order to construct a berm for the 100-year flood the City would need to pursue a Letter Of Map Revision (LOMR) with the Federal Emergency Management Agency (FEMA).
 - The FEMA permit fees alone for these applications are about \$16,000.
 - The City would also need to get resident approval for any rise on properties not owned by the City.
 - Extensive hydraulic model updates would be needed, engineering costs for this effort could run another \$15,000-\$20,000.

The berm protection will not be pursued any further.

- *A \$53,000 play structure proposal from Minnesota Wisconsin Playground was reviewed and approved by the City Council on 4/26/21.*
- Schedule for paving the entry in early 2022; \$106,000 capital expenditure budgeted in 2021 for trail and entrance work.
- *Staff has notified Mike Ludwig of the Dundas Dukes that the flood protection berm option is no longer being pursued, staff will also meet with him on the other City Memorial Park efforts.*
- Dukes are hosting the State Baseball Tournament in 2022.

15. Mill Town Trail Head

- *WSB has brought the sculpture area site plan preparation to 100%*; the final plans will then be reviewed with the sculpture area committee.
- The sculpture will be re-set then cleaned in 2021.

16. Northfield Wastewater Treatment

- 4/20/21 City staff met with City of Northfield staff to discuss the Wastewater Agreement; specifically the high TSS levels, a proposed Dundas study of the TSS, MPCA permitting, notification requirements in the Wastewater Agreement, and Northfield’s Facility Study.
- 4/22/21 another meeting *was* held to discuss this matter.
- *Staff and WSB will meet on 5/7/21 to outline a systemwide approach to locate sources of excess TSS in the City’s system, and identify actions to mitigate excess TSS long term.*

17. Public Works Future Tasks

- The CIP identifies the need for a cold storage structure in the next 1-2 years; staff is preparing more detailed cost estimates for this work.
- Bridgewater Township will place aggregate base on 115th in 2021; the City will cost share proportional to road ownership.
- Around the Stoneridge Hill, Millstone, and Schilling Park storm ponds; PW staff will install small permanent signs ***on every other lot line at the pond easement*** in the spring of 2021 at the drainage easement/City property limits for future reference. WSB will provide surveying as needed. ***EFA has been contacted about signage options.***
- The storm water code and fees are under review, including sump pump connection requirements. Staff met with Andrew Albers to discuss his concerns regarding the amount of City fees he pays and research he has done on fee options.
- Consideration of a permanent signal Hester Street/TH 3 Intersection is to be identified in MnDOT's long term planning.
- A pavement management document is being prepared based on past actions and bituminous pavement conditions.
- A spreadsheet and file will be set up for tracking Letters of Credit for new developments.
- Northfield contacted the City about utility connection availability for 5500 110th St E; Dundas cannot practically serve this property.
- Hester Street, east of TH 3, will be re-stripped to better align with the new lane configuration on the west side ***once the 2021 seal coating has been completed.***
- Utility easement needs SE of 7 Cannon Street will be reviewed to determine if site expansion can be accommodated.
- Right of way permits 2021-01 and 2021-02 ***have been issued.***
- The possibility of future improvements to Bridgewater Park will be reviewed.

18. Regional Storm Water and Wetland

- This is the next storm water pond cleaning project; the focus for 2021 work at the regional pond will be clearing trees/brush and removing sediment. This work will be completed in the fall of this year or next winter; there may be cost savings to allow the contractor more time to complete the work.
- A study will be needed to quantify the treatment capacity and service area for the pond located between Hester Street and CSAH 1, east of 3rd Street North.

19. Stafford Road

- Two-year warranty inspection in 2021.

20. UPRR/Hester Street sidewalk crossing

- Retaining wall relocation at 236 Railway Street to be completed under a separate contract in the future; coordination with UPRR and cost estimating will occur before then.

21. Water Supply Plan

- Implementation deadlines to be checked quarterly.

22. Water Towers

- The Suez agreement has been reviewed and will be continued.
- At the east tank, some interior repairs will be needed in 2021; Suez has been contacted. Work to be completed in early spring or late fall when water demand is lower.

23. Wellhead Protection Plan (WHP)

- On 3/24//21 a WHPP implementation kickoff meeting was held with MRWA.

24. Xcel Energy Feeder Line R/W permit

- ***The restoration bond for this permit will be released.***

25. AT&T East tower antenna modification

- 8/24/20 AT&T's proposed 4th Amendment to the antenna lease was approved by the City Council.
- 12/3/20 AT&T submitted revised construction drawings for review; on 12/10/20 review comments were provided to AT&T.

26. Bridgewater Heights PUD

- A final punch list for the project will be prepared in 2021.

27. Bridgewater Heights Annexation Area Concept Plan

- 2/18/21 the Planning Commission considered the concept plan and provided feedback.
- 3/11/21 the City received a letter from the Bridgewater Township attorney objecting to the annexation; the City responded.

28. Cannon River Valley Estates

- Punch list to be prepared after all work has been completed.
- The developer plans to complete the improvements in 2021.

29. Dundas Dome Site

- A request for an extension of the completion date for parking lot work was approved by the City Council on 10/12/20.

30. Johnson-Reiland Commercial

- 1/5/21 pre- and post-development drainage calculations were received related to the Grading/Fill Permit application for 399 Stafford Road N.

31. Menards Gate Expansion

- 5/11/20 the City Council approved a Planned Unit Development Amendment, a Site and Building plan, and a lot line adjustment for this project.

32. Stoneridge Hills

- A potential developer has requested background information on prior approvals and infrastructure related to the area north of Bluestone Drive (Outlot C).

33. Tower Heights

- 3/8/21 the City Council approved a Comprehensive Plan Amendment, a PUD Amendment, and the Preliminary Plat with conditions. A Developer's Agreement is being prepared.
- ***Easement vacations, the Final Plat, and the Development Agreement will be considered by the City Council at the 5/10/21 meeting.***

34. West Avenue Apartments

- 6/8/20 the City Council approved the Comprehensive Plan Amendment, Preliminary and Final Plat; the PUD Preliminary and Final Plan; Building and Site Plan; a Planned Unit Overlay District; and the Development Agreement.
- 8/4/20 the developer signed the Development Agreement and the storm water agreement.
- On 3/1/21 the developer was reminded of tasks he needs to complete prior to site grading.