



**DUNDAS CITY COUNCIL
REGULAR MEETING AGENDA
Monday, November 27, 2023
7:00 p.m. City Hall**

1. Call to Order/Pledge Allegiance

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

3. Public Comment

4. Approval of Agenda

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

- a. Regular Minutes of November 13, 2023
- b. Resolution 2023 – 23 Approving Gambling Licenses for 2024
- c. Resolution 2023 – 24 Approving Tobacco Licenses for 2024
- d. Resolution 2023 -25 Authorizing Staff to Pay Invoices Received Between December 6, and December 20, 2023
- e. Disbursements - \$68,061.58

6. Regular Agenda

- a. Consider Approving Resolution 2023-24 A Resolution Approving Final 2024 Economic Development Authority Budget and Final 2024 Property Tax Levy
- b. Consider Approving Draft Maintenance and Improvement Policy Joint Resolution Between the City of Dundas and Bridgewater Township

7. Reports of Officers, Boards and Committees

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

8. Announcements

- a. City Council Meeting – Monday, December 11 and January 8, 2024 at 7 PM City Hall
- b. Park & Recreation Advisory Board Meeting – Tuesday, January 9, 2024 at 7 PM City Hall
- c. Planning Commission Meeting – Thursday, January 18, 2024 at 7 PM City Hall

9. Adjourn



DUNDAS CITY COUNCIL
REGULAR MEETING MINUTES
Monday, November 13, 2023
7:00 p.m. City Hall

Present: Mayor Glenn Switzer Councilors Ashley Gallagher, Luke LaCroix, Grand Modory, Luke Swartwood
Staff: City Engineer Dustin Tipp, Finance Director Jessi Sturtz, City Administrator/Clerk Jenelle Teppen,

CALL TO ORDER

Mayor Switzer called the meeting to order at 7:08 PM.

APPROVAL OF AGENDA

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

CONSENT AGENDA

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

- a. Regular Minutes of October 23, 2023
- b. Disbursements - \$243,824.95

REGULAR AGENDA

- a. Consider Approving 3rd Quarter Financial Report
Finance Director, Jessi Sturtz presented the 3rd Quarter Financial Report.
Motion by Swartwood, second by LaCroix, to approve the 3rd Quarter Financial Report. MCU
- b. Consider Approving Resolution 2023-22 A Resolution Certifying 2023 Unpaid Utility and Storm Water Fee Charges
Motion by LaCroix, second by Modory, to approve Resolution 2023-22 Unpaid Utility and Storm Water Fee Charges. MCU
- c. Review and Discuss Draft Joint Road Policy Discussions To Date
Council members reviewed and discussed the discussions and documents shared between the City and Bridgewater Township officials to date. The Council directed staff to bring a responding Proposed Joint Resolution to the next City Council meeting for their review.

Reports of Officers, Boards and Committees

City Engineer Dustin Tipp reported that staff from MnDOT, Rice County and the City will meet on 11.15.2023 for a kick-off meeting on the sidewalk/trail/pedestrian crossing project along Cty Rd 1 and Hwy 3 that will be funded with \$370,000 from the 2023 State Capital Budget under Grants to Political Subdivisions allocation process.

Tipp reported that the entrance to the new dog park at the Regional Park has been closed off, and signage will be installed advising people that the park will open in 2024.

Work Session

Preliminary Effluent Review

City Engineer Dustin Tipp presented the response from the MPCA to the City regarding Permit Effluent Limits. In essence, the MPCA determined that the City could discharge wastewater to three different receiving waters: the Cannon River, the Little Cannon River and the Zumbro River, North Fork. All three options were determined to not be feasible due to the established limits of phosphorus that would be exceeded if the City of Dundas were to discharge wastewater to those bodies of water.

Work Session (cont'd)

The City Council broadly discussed the City's future growth with specific focus on wastewater.

Adjourn

Motion by Gallagher, second by Swartwood, to adjourn the meeting at 8:54 p.m.

Minutes prepared by Jenelle Teppen, City Administrator/City Clerk

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

RESOLUTION NUMBER 2023 - 23

*A Resolution Approving Issuance of 2024 Gambling Permits
for Dundas Baseball Association, Northfield Fire Relief Association
and Waterford Warriors Snowmobile Club*

WHEREAS, the City of Dundas (the “City”), Minnesota, closely regulates and controls the conduct of gambling within the City per City Code § Chapter 116; and

WHEREAS, the City requires any qualified organization registered with the State of Minnesota can apply for a Gambling Permit (the “Permit”) to conduct such gambling within the City; and

WHEREAS, such Permits are reviewed and processed by the City and issued for a designated period of time and location within the City; and

WHEREAS, the City has received three permit applications from Dundas Baseball Association, Northfield Fire Relief Association, and Waterford Warrior Snowmobile Club for the period January 1 through December 31, 2024; and

WHEREAS, these three permits applications have been reviewed, processed and meet City Code requirement for the period of time January 1 through December 2024 and indicated premises for gambling;

NOW, THEREFORE BE IT RESOLVED, by the Council that the following organizations with listed premises have been issued a 2024 Gambling Permit for the period January 1 through December 31, 2024:

Dundas Baseball Association – L&M Bar & Grill at 224 Railway St N
Northfield Fire Relief Association – Dawn’s Corner Bar at 200 Railway St N
Waterford Warrior Snowmobile Club – Dawn’s Corner Bar at 200 Railway St N

ADOPTED by the City Council of Dundas, Minnesota, on this 27th day of November 2023.

CITY OF DUNDAS BY:

ATTEST:

Glenn Switzer, Mayor

Jenelle Teppen City Administrator/Clerk

Resolution 2022-23

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

RESOLUTION NUMBER 2023 - 24

*A Resolution Approving Issuance of 2024 Tobacco Licenses
to Kwik Trip Inc., Firehouse Liquor, Dawn's Corner Bar
and MGM Wine and Spirits*

WHEREAS, the City of Dundas (the "City"), Minnesota, closely regulates and controls the sell or offer to sell any tobacco, tobacco products or tobacco related device without first having to obtained a license to do from the City per City Code §115.03; and

WHEREAS, the City requires any qualified business registered with the State of Minnesota to complete a Cigarette License application (the "Application") to sell tobacco, tobacco products and tobacco-related devices (the "Tobacco") within the City; and

WHEREAS, such Applications are reviewed and processed by the City and issued for a designated period of time and location within the City; and

WHEREAS, the City has received Applications from Kwik Trip, Inc., Firehouse Liquor, Dawn's Corner Bar and MGM Wine and Spirits for the period January 1 through December 31, 2024; and

WHEREAS, these four Applications have been reviewed, processed and meet the requirements set forth in City Code for the period of time January 1 through December 31, 2024 and have indicated premises location for the selling of Tobacco;

NOW, THEREFORE BE IT RESOLVED, by the Council that the following businesses with listed location for the selling of Tobacco have been issued 2024 Tobacco Licenses for the period January 1 through December 31, 2024:

Kwik Trip, Inc at 415 Hester Street East
Firehouse Liquor at 607 Stafford Road North
Dawn's Corner Bar at 200 Railway St North
MGM Wine and Spirits at 420 Schilling Drive North

ADOPTED by the City Council of Dundas, Minnesota, on this 27th day of November 2023.

CITY OF DUNDAS BY:

ATTEST:

Glenn Switzer, Mayor

Jenelle Teppen City Administrator/Clerk

Resolution 2023-24

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

RESOLUTION NUMBER 2023 - 23

*A Resolution Authorizing Staff to Pay Invoices Received
Between December 6, and December 20, 2023*

WHEREAS, the City Council of the City of Dundas, Minnesota. (the "City") recognizes that the City is responsible for paying its bills in a timely manner; and

WHEREAS, the regular City Council meeting of Tuesday December 26, 2023. will not have a quorum of City Council members present; therefore, the meeting will be cancelled; and

WHEREAS, as contemplated by Minn. Stat. § 412.271, payment of certain claims cannot be deferred until the next Council meeting as reflected on the itemized list, attached hereto as Exhibit A;

NOW THEREFORE BE IT RESOLVED, that payments for the City's invoices received between December 6 and December 20, 2023, may be made in advance of the January 8, 2024, City Council meeting so long as there is an itemized invoice or other appropriate documentation; and

BE IT FURTHER RESOLVED, that the following procedures will be followed when a payment is made on an invoice received between December 6 and 20, 2023:

- 1) The City Administrator is delegated the authority to make payments of the City's invoices which cannot be deferred to the January 8, 2024 City Council meeting.
- 2) The City Administrator will certify to the City Council that each claim for payment is true and correct.
- 3) The certification will be presented to the City Council in its regular format for approval at the January 8, 2024, City Council meeting.
- 4) The City shall comply with all other requirements for the payment of claims and will maintain adequate documentation of the transactions so that said transaction may be audited as provided by law.

ADOPTED by the City Council of Dundas, Minnesota this 27 day of November 2023.

CITY OF DUNDAS BY:

ATTEST:

Glenn Switzer, Mayor

Jenelle Teppen, Administrator/Clerk

RESOLUTION 2023-23
Exhibit A

List of Vendors anticipated to be paid between December 6 and 20, 2023

PERA
MSRS Empower Retirement
Mn Dept of Revenue
IRS
Dept of Labor
Payroll
Nextiva
PSN
Abdo
AFLAC
Albers
Aldrich Technology
Amazon
Badger Meter
Banyon
Campbell Knutson
City of Northfield
DSI
Eckberg Lammers
Epic Enterprises
Gopher State One Call
Hawkins
Kwik Trip
LELS
Marco
Menards
Midwest Water Specialty, Inc
Minnesota Valley Testing
MN PEIP
NAC
NCPERS Life Insurance
Gary Staber
Metro Fibernet
Xcel Energy

CITY OF DUNDAS DISBURSEMENT REPORT
Council Meeting November 27, 2023

| DATE | PAYABLE | AMOUNT |
|--------------|---|----------------------------------|
| 11/16/2023 | PERA | \$4,407.58 |
| 11/16/2023 | State of MN Empower Retirement | \$350.00 |
| 11/16/2023 | MN Dept of Revenue | \$1,321.07 |
| 11/16/2023 | IRS | \$6,205.92 |
| 11/16/2023 | Payroll PP# 23 Employees | \$20,072.25 |
| | Sub Total Paid Payroll and Sales Liabilities | <u>\$32,356.82</u> |
| 11/20/2023 | MN Dept of Revenue (Sales Tax) | \$1,722.00 |
| 11/27/2023 | 2023 Invoices - Payment November 27, 2023 | \$33,982.76 |
| | Subtotal Paid Claims and Service Liabilities | <u>\$35,704.76</u> |
| TOTAL | Disbursement for November 27, 2023 | <u><u>\$68,061.58</u></u> |

CITY OF DUNDAS

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Payments

Current Period: November 2023

| Payments Batch 112723AP | | \$33,982.76 | |
|-------------------------|--|--|-------------------------|
| Refer | 0 AFLAC | - | |
| Cash Payment | G 101-21710 Other Deductions | Employee Reimbursed HB065 | \$257.16 |
| Invoice | 651206 | 11/17/2023 | |
| Transaction Date | 11/17/2023 | Frandsen Bank 10100 | Total \$257.16 |
| Refer | 0 ALDRICH TECNNOLGY CONSULT | - | |
| Cash Payment | E 101-41000-309 EDP, Software and Desi | Microsoft Exchange Online (Plan 2)- Monthly | \$160.00 |
| Invoice | 9164 | 11/21/2023 | |
| Transaction Date | 11/21/2023 | Frandsen Bank 10100 | Total \$160.00 |
| Refer | 0 CAMPBELL KNUTSON | - | |
| Cash Payment | E 101-41000-304 Legal Fees | General Matters | \$3,624.00 |
| Invoice | 23-Oct | 10/31/2023 | |
| Transaction Date | 10/31/2023 | Frandsen Bank 10100 | Total \$3,624.00 |
| Refer | 0 CAR TIME AUTO SERVICE CENTE | - | |
| Cash Payment | E 101-42100-400 Repairs and Maintenanc | Oil change - Durango | \$76.91 |
| Invoice | 264861 | 11/9/2023 | |
| Cash Payment | E 101-42100-400 Repairs and Maintenanc | Oil change, tire rotation & sensor- Explorer | \$211.69 |
| Invoice | 264872 | 11/9/2023 | |
| Transaction Date | 11/9/2023 | Frandsen Bank 10100 | Total \$288.60 |
| Refer | 0 EPIC ENTERPRISES, INC | - | |
| Cash Payment | E 101-45200-440 Cleaning Service | Ball Park | \$34.00 |
| Invoice | 16172 | 10/31/2023 | |
| Cash Payment | E 101-42100-440 Cleaning Service | PD | \$24.65 |
| Invoice | 16173 | 10/31/2023 | |
| Cash Payment | E 101-43100-440 Cleaning Service | PW | \$24.65 |
| Invoice | 16173 | 10/31/2023 | |
| Transaction Date | 10/31/2023 | Frandsen Bank 10100 | Total \$83.30 |
| Refer | 0 HAWKINS INC. | - | |
| Cash Payment | E 601-49400-200 Supplies | Chemicals | \$20.00 |
| Invoice | 6625016 | 11/15/2023 | |
| Transaction Date | 11/15/2023 | Frandsen Bank 10100 | Total \$20.00 |
| Refer | 0 HYDRO-VAC INC | - | |
| Cash Payment | E 602-49450-400 Repairs and Maintenanc | Televised - Hydro jetting & Vaccing | \$7,045.00 |
| Invoice | 111720231 | 11/20/2023 | |
| Transaction Date | 11/20/2023 | Frandsen Bank 10100 | Total \$7,045.00 |
| Refer | 0 JOHNS SNOW AND MOW LLC | - | |
| Cash Payment | E 101-45200-406 Grounds Maintenance | Parks | \$1,045.00 |
| Invoice | 23-Oct | 11/8/2023 | |
| Cash Payment | E 101-41000-406 Grounds Maintenance | City Hall | \$120.00 |
| Invoice | 23-Oct | 11/8/2023 | |
| Cash Payment | E 101-43100-406 Grounds Maintenance | Streets | \$855.00 |
| Invoice | 23-Oct | 11/8/2023 | |
| Cash Payment | E 601-49400-406 Grounds Maintenance | Water | \$282.50 |
| Invoice | 23-Oct | 11/8/2023 | |
| Cash Payment | E 602-49450-406 Grounds Maintenance | Sewer | \$107.50 |
| Invoice | 23-Oct | 11/8/2023 | |

CITY OF DUNDAS

Payments

Current Period: November 2023

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|------------------|-----------------|-----------------------------|---------------------------------|-------|-------------------------|
| Cash Payment | E 101-45200-406 | Grounds Maintenance | Parks - Rough Cut | | \$2,100.00 |
| Invoice | 23-Oct | 11/8/2023 | | | |
| Cash Payment | E 101-43100-406 | Grounds Maintenance | Streets - Rough Cut | | \$450.00 |
| Invoice | 23-Oct | 11/8/2023 | | | |
| Cash Payment | E 601-49400-406 | Grounds Maintenance | Water - Rough cut | | \$500.00 |
| Invoice | 23-Oct | 11/8/2023 | | | |
| Cash Payment | E 225-43150-406 | Grounds Maintenance | Storm Water - Rough Cut | | \$2,300.00 |
| Invoice | 23-Oct | 11/8/2023 | | | |
| Cash Payment | E 225-43150-406 | Grounds Maintenance | Storm water - Rough Cut | | \$100.00 |
| Invoice | 23-Nov | 11/8/2023 | | | |
| Transaction Date | 11/8/2023 | | Frandsen Bank | 10100 | Total \$7,860.00 |
| Refer | 0 | MENARDS, INC | | | |
| Cash Payment | E 101-43100-400 | Repairs and Maintenan | Gloves, transfer pump | | \$83.00 |
| Invoice | 57120 | 11/9/2023 | | | |
| Cash Payment | E 101-43100-400 | Repairs and Maintenan | Air filters | | \$88.17 |
| Invoice | 56781 | 11/3/2023 | | | |
| Transaction Date | 11/9/2023 | | Frandsen Bank | 10100 | Total \$171.17 |
| Refer | 0 | METERING & TECH SOLUTIONS | | | |
| Cash Payment | E 601-49400-210 | Supplies/Water Meter, E | Meters, endpoints, parts | | \$839.01 |
| Invoice | INV3709 | 11/10/2023 | | | |
| Transaction Date | 11/10/2023 | | Frandsen Bank | 10100 | Total \$839.01 |
| Refer | 0 | MN DEPARTMENT OF HEALTH | | | |
| Cash Payment | G 601-20810 | MN Connection Fee | 10/01/2023-12/31/2023 | | \$1,817.00 |
| Invoice | 2023Q4 | 10/1/2023 | | | |
| Transaction Date | 10/1/2023 | | Frandsen Bank | 10100 | Total \$1,817.00 |
| Refer | 0 | MN PEIP | | | |
| Cash Payment | G 101-21706 | Hospitalization/Medical Ins | | | \$256.02 |
| Invoice | 1326092 | 11/10/2023 | | | |
| Cash Payment | G 101-21711 | Dental Insurance | | | \$86.79 |
| Invoice | 1326092 | 11/10/2023 | | | |
| Cash Payment | G 101-21712 | Life Insurance | | | \$22.50 |
| Invoice | 1326092 | 11/10/2023 | | | |
| Transaction Date | 11/10/2023 | | Frandsen Bank | 10100 | Total \$365.31 |
| Refer | 0 | MN RURAL WATER ASSN | | | |
| Cash Payment | E 601-49400-433 | Dues and Subscriptions | Membership Jan-Dec 2024 | | \$669.75 |
| Invoice | 2024 | 11/17/2023 | | | |
| Transaction Date | 11/17/2023 | | Frandsen Bank | 10100 | Total \$669.75 |
| Refer | 0 | NCPERS GROUP LIFE INS | | | |
| Cash Payment | G 101-21712 | Life Insurance | Life Insurance Dec 23 | | \$32.00 |
| Invoice | 433600122023 | 11/1/2023 | | | |
| Transaction Date | 11/1/2023 | | Frandsen Bank | 10100 | Total \$32.00 |
| Refer | 0 | SANFORD SERVICES LLC | | | |
| Cash Payment | E 225-43150-409 | St. Sweeping | 2023 fall sweeping per contract | | \$2,806.50 |
| Invoice | 4682 | 11/8/2023 | | | |
| Transaction Date | 11/8/2023 | | Frandsen Bank | 10100 | Total \$2,806.50 |
| Refer | 0 | TODD HANSON | | | |

CITY OF DUNDAS

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Payments

Current Period: November 2023

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|------------------|-----------------|------------------------|---|-------|-----------------------|
| Cash Payment | E 101-42100-580 | Equipment | 5TB hard drive | | \$128.84 |
| Invoice | 23-Nov | 11/14/2023 | | | |
| Transaction Date | 11/14/2023 | | Frandsen Bank | 10100 | Total \$128.84 |
| Refer | 0 | U.S. GEOLOGICAL SURVEY | - | | |
| Cash Payment | E 225-43150-400 | Repairs and Maintenan | Operation/Maintenance Cannon River streamgage | | \$746.00 |
| Invoice | 91116511 | 11/13/2023 | | | |
| Transaction Date | 11/13/2023 | | Frandsen Bank | 10100 | Total \$746.00 |
| Refer | 0 | VERIZON | - | | |
| Cash Payment | E 101-42100-321 | Telephone & Communi | PD Cell | | \$128.52 |
| Invoice | 9949102786 | 11/11/2023 | | | |
| Transaction Date | 11/11/2023 | | Frandsen Bank | 10100 | Total \$128.52 |
| Refer | 0 | XCEL ENERGY | - | | |
| Cash Payment | E 101-43124-381 | Electricity | Other Recurring Charges | | \$2,259.79 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 101-43124-381 | Electricity | 403 STAFFORD RDN UNIT SIGNAL | | \$36.23 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 101-45200-381 | Electricity | 101 RAILWAY STS | | \$13.64 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 101-45200-381 | Electricity | 214 1ST STS | | \$396.15 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 601-49400-381 | Electricity | 108 HAGERTY ST | | \$104.26 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 602-49450-381 | Electricity | 1000 RAILWAY ST N UNIT LIFT/PMP | | \$190.98 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 601-49400-381 | Electricity | 1000 CANNON RD | | \$52.47 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 602-49450-381 | Electricity | 1000 CANNON RD | | \$52.48 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 601-49400-381 | Electricity | 800 COUNTY ROAD 1 UNIT PUMP/PRB | | \$114.08 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 602-49450-381 | Electricity | 1618 PINNACLE ST UNIT LIF/PMP | | \$479.38 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 601-49400-381 | Electricity | 694 RAILWAY ST SUN IT TOWER | | \$65.47 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 601-49400-381 | Electricity | 1189 BRIDGEWATER PKWY | | \$13.23 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 101-45200-381 | Electricity | 215 RAILWAY ST N | | \$53.54 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 601-49400-381 | Electricity | 1185 BRIDGEWATER PKWY UNIT WELLHSE | | \$2,135.65 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 101-45200-381 | Electricity | 1205 BRIDGEWATER PKWY | | \$48.40 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 101-42100-381 | Electricity | 108 DEMANN CT | | \$97.92 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 101-43100-381 | Electricity | 108 DEMANN CT | | \$97.92 |
| Invoice | 852227332 | 11/7/2023 | | | |
| Cash Payment | E 101-43124-381 | Electricity | 6156 1 10TH ST E UNIT RAB LGHTS | | \$95.04 |
| Invoice | 852227332 | 11/7/2023 | | | |

CITY OF DUNDAS

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Payments

Current Period: November 2023

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|------------------|-----------------------------|---------------------------------|-------|-------------------------|
| Cash Payment | E 101-41000-381 Electricity | 100 RAILWAY ST N UNIT CITY HALL | | \$404.92 |
| Invoice | 852227332 | 11/7/2023 | | |
| Cash Payment | E 101-41000-381 Electricity | 100 RAILWAY ST N | | \$229.05 |
| Invoice | 852227332 | 11/7/2023 | | |
| Transaction Date | 11/7/2023 | Frandsen Bank | 10100 | Total \$6,940.60 |

Fund Summary

| | | |
|------------------|---------------------|--------------------|
| | 10100 Frandsen Bank | |
| 101 GENERAL FUND | | \$13,541.50 |
| 225 STORM SEWER | | \$5,952.50 |
| 601 WATER | | \$6,613.42 |
| 602 SEWER | | \$7,875.34 |
| | | <u>\$33,982.76</u> |

| | |
|--|--------------------|
| Pre-Written Checks | \$0.00 |
| Checks to be Generated by the Computer | \$33,982.76 |
| Total | <u>\$33,982.76</u> |

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

RESOLUTION NO. 2023-26

*A Resolution Approving 2024 Final Economic Development Authority
Budget and 2024 Final Property Tax Levy*

WHEREAS, pursuant to Minnesota Statutes, Section 469.090 to 469.108 (the “EDA Act”), the City Council of the City of Dundas created the City of Dundas Economic Development Authority (the “Authority”); and

WHEREAS, Section 469.033, subdivision 6 of the Act authorizes the Authority to levy a tax upon all taxable property within the City to be expended for the purpose authorized by the EDA Act; and

WHEREAS, the permitted levy is 0.01813 percent of the estimated market value of the property in the City; and

WHEREAS, the Authority has filed its budget for the special benefit levy in accordance with the budget procedures of the City in the amount of \$46,626; and

WHEREAS, based upon such budgets the Authority will levy all or such portion of the authorized levy as it deems necessary and proper;

NOW THEREFORE BE IT RESOLVED by the City of Dundas City Council:

1. That approval is hereby given for the Authority to levy, for taxes payable in 2024, such tax upon the taxable property of the City as the Authority may determine, subject to the limitations contained in the EDA Act.

ADOPTED BY the City of Dundas, Minnesota, on this 27th day of November 2023.

CITY OF DUNDAS BY:

ATTESTED:

Glenn Switzer, President

Jenelle Teppen, Secretary



REQUEST FOR COUNCIL ACTION

TO: City Council Members

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Approving Draft Maintenance and Improvement Policy Joint Resolution Between the City of Dundas and Bridgewater Township

DATE: For the City Council Meeting of November 27, 2023

PURPOSE/ACTION REQUESTED

Consider approving draft Maintenance and Improvement Policy Joint Resolution between the City of Dundas and Bridgewater Township.

SUMMARY

The City Council reviewed the discussions and draft resolutions at their November 13, 2023 meeting. They directed staff to return with a responding draft policy for their review and discussion.

I have attached both the Township's latest draft resolution (which was in the 11.13 agenda packet) and the draft prepared by the City Attorney which was written in response to the Township's latest draft.

RECOMMENDATION

The Council is asked to review and discuss the City's draft response and consider approving it.

**JOINT RESOLUTION -
LINE ROAD MAINTENANCE AND IMPROVEMENT POLICY
CITY OF DUNDAS, MINNESOTA Resolution No. 21-_____**
TOWN OF BRIDGEWATER, MINNESOTA, Resolution No. 21-_____

WHEREAS, the City of Dundas, Minnesota, a Minnesota municipal corporation (the "City") and the Township of Bridgewater, Minnesota, a Minnesota political subdivision (the "Town") are parties to that certain Joint Resolution/Orderly Annexation Agreement dated July 12, 2004, and on file with the Municipal Boundary Adjustments Office of the Minnesota Department of Administration (the "Annexation Agreement"). Collectively, the City and Town are referred to herein as the "Parties";

WHEREAS, Page 5, Paragraph 11, lines 27-29 of the Annexation Agreement provides that the City and Town will develop a joint policy for cost-sharing with respect to road maintenance and other improvements **which are adjacent to annexed areas which are** -served by Town roads;

WHEREAS, Minnesota Statutes, section 164.14 provides the procedures a Town and City must take to establish, alter, or vacate a road along the line between the town and adjoining city, they may proceed under section 164.14 by equitable agreement and joint resolution adopting such agreement; and

WHEREAS, a joint road policy is in the interests of the Parties, their taxpayers and constituents.

NOW, THEREFOR, the City Council for the City of Dundas and the Board of Supervisors for the Township of Bridgewater jointly resolve, agree, and adopt the following road maintenance and improvement policy for line roads:

1. Line Roads. "Line Roads" shall mean roads on or along the line between the Town and the City, including those roads where the portion of the road bordering the Town and the City is only as wide as the right of way, but in no case shall the portion of a road considered a Line Road extend more than ½ mile solely into the boundaries of either Party. This policy shall apply to the establishment, alteration, and vacation of any road on or along the line between the Town and City, as may be changed from time (e.g. annexation, detachment), pursuant to Minnesota Statutes, section 164.14, as well as to roads solely within the Town which are adjacent to annexed areas and are affected by development activity within the City.

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2. Establishment, Alteration, Vacation, ~~of a line road~~. If a Party is interested in a) initiating any activity which requires cost-sharing between the Parties, or which involves connecting to a road maintained by the other Party, to a line road or b) modifying any connection to a ~~line~~ road controlled wholly or in part by the other Party, including but not limited to establishment, alteration, or vacation of any ~~line~~ road, or c) intends to undertake any activity with regard to its own roads and streets with the expectation of present or future sharing of costs with the other Party, such Party shall notify the other Party and discuss the same with the other Party before undertaking any such activity. If the Parties do not agree on the need, scope, or other aspects of the proposed activity, the matter may be submitted as a dispute for resolution by either to Rice County Board. Neither Party may unilaterally add any connection to any ~~Line Road~~ or road, or street controlled by the other Party, without the approval of that other Party.

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Costs for Line Roads. Costs for Line Roads shall be shared on a pro-rata basis for maintenance and improvements of Line Roads. Each Party's pro-rata share shall be recalculated any time a Line Road is established, altered, or vacated, ~~or when additional development or other changes take place in usage patterns which, in the view of either Party, materially impact traffic flows on the Line Road.~~ The Parties shall have a mutually agreed upon neutral third party to perform a traffic study prior to the establishment, alternation, or vacation of a Line Road to understand ~~and calculate~~ the proportionate ~~pro-rata~~ burden imposed on any Line Road by traffic from one or the other Party's geographic area. ~~Any cost sharing shall be fair and equitable.~~ At any time any road or portion of a road is annexed, or becomes a city street, wholly or in part, due to annexation, the City shall reimburse the Town for any the depreciated value of capital improvements -performed and improvements made by the Town~~ship~~ during the preceding 12 years, as determined by negotiation, or if no agreement can be reached, by a neutral third-party valuator.

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~~4. Assessments. Each Party may assess its own residents in accordance with law. Neither party may assess the residents of the other party's jurisdiction.~~

5.3 General Maintenance. Each Party shall be responsible for conducting routine maintenance and inspections of their respective rights-of-way on any Line Road. Routine maintenance shall include, at a minimum, the following:

- a. shouldering per plates 1 through 13 shown in Minnesota Rules 7819.9900 to 7819.9950;
- b. brush removal, noxious weed removal, and mowing;
- c. inspections,
- d. garbage removal,
- e. sign installation, and
- f. driveway/other connection installation, etc.

6.4 Specific Maintenance. The Town and City shall agree on a case-by-case basis the details of provision of maintenance or improvement services for any Line Road who the responsible party shall be for each road (the "Responsible Party"). Specific maintenance relates to drainage structures, tree removal, road improvements, and bituminous maintenance. The Responsible Party shall be responsible for providing maintenance and/or improvements for a road. The other party shall reimburse the Responsible Party for costs based on its pro-rata or otherwise equitable share.

7.5 Dispute Resolution. In the event a dispute arises which cannot be resolved after good-faith negotiations, the Parties shall engage a mediator to aide in resolving any dispute. If mediation is unsuccessful, either Party may seek judicial relief in Rice County District Court, ~~or administrative relief in the Office of Administrative Hearings~~ or through Rice County Board, as the case may be.

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8.6 Billing/Reimbursement. The Responsible Party shall invoice work to the other party for reimbursement on a semi-annual basis, at least 30 days prior and no more than 60 days prior to such invoices becoming due.

9-7. **Audit.** The Parties agree that the State Auditor and each Party may have access to and right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. of the other during normal business hours, for anything book, document, paper, record, etc. related to expenditures/reimbursements for maintenance and improvements of any ~~H~~Line ~~R~~Road.

~~10-8.~~ **Amendments.** Any amendment to this Policy shall be by joint resolution of the Parties.

~~11-9.~~ **Exclusive Road Policy for Joint Roads.** It is understood and agreed that this is the exclusive policy related to ~~H~~line ~~R~~Road maintenance and improvements of any Line Road ~~line road~~ as defined herein #1 above ~~both parties both the Town and ...~~. This Policy supersedes that certain Memorandum of Understanding by and between the Parties dated _____, 2021. This Agreement shall be effective on the date of the last signature of either Party, and shall run for 25 years from such date.

ADOPTED BY THE BRIDGWATER TOWNSHIP BOARD OF SUPERVISORS ON THE _____ DAY OF _____, 2021.

Attest:

By: _____
Name: Kathleen Kopseng
Its: Chairwoman of the Board of Supervisors

By: _____
Name: ~~Frances Boehning~~ Lori Noreen
Its: Town Clerk

ADOPTED BY THE DUNDAS CITY COUNCIL ON THE _____ DAY OF _____, 2021.

Attest:

By: _____
Name: Glenn Switzer
Its: Mayor

By: _____
Name: Janelle Teppen
Its: City Administrator/Clerk

JOINT RESOLUTION—
LINE ROAD MAINTENANCE AND IMPROVEMENT POLICY
CITY OF DUNDAS, MINNESOTA Resolution No. 2 ~~1~~_____
TOWN OF BRIDGEWATER, MINNESOTA, Resolution No. 2 ~~1~~_____

WHEREAS, the City of Dundas, Minnesota, a Minnesota municipal corporation (the “City”), and the Township of Bridgewater, Minnesota, a Minnesota political subdivision (the “Town”), are parties to that certain Joint Resolution/Orderly Annexation Agreement dated July 12, 2004, and on file with the Municipal Boundary Adjustments Office of the Minnesota Department of Administration (the “Annexation Agreement”). Collectively, the City and Town are referred to herein as the “Parties”;

WHEREAS, the Annexation Agreement established the framework for the annexation of Town lands into the City from 2004 through 2033;

WHEREAS, Page 5, Paragraph 11, lines 27-29 of the Annexation Agreement provides that the City and Town will develop a joint policy for cost sharing with respect to road maintenance and other improvements which are adjacent to annexed areas which are serviced by Town roads;

WHEREAS, Minnesota Statutes Section 414.038 provides that any segment of road that abuts property annexed by a city must be treated as a line road and is subject to Minnesota Statutes Section 164.14;

WHEREAS, Minnesota Statutes, ~~section~~ Section 164.14 provides ~~directs~~ the procedures by which a ~~Town~~ town and ~~City~~ an adjoining city ~~must~~ may take to establish, alter, or vacate a road on or along the line between the town and adjoining city, and provides that a town and a city they may proceed under section 164.14 by entering into equitable agreements providing for the equitable division of the costs and responsibilities of the town and the city relative to such establishment, alteration, or vacation;

WHEREAS, if such an agreement is in place and the town and the city proceed to establish, alter, or vacate a road on or along the line between the town and the city, Minnesota Statutes Section 164.14 provides that the town and the city must adopt a ~~and~~ joint resolution to take the action related to the road and any such action must be carried out in accordance with the terms of ~~adopting~~ such the agreement;

WHEREAS, the Annexation Agreement requires the City and Town to develop a joint policy for cost-sharing with respect to road maintenance and other improvements on roads which are adjacent to annexed areas that are serviced by Town roads (the “Policy”);

WHEREAS, to date, the only road that has been affected by annexation is 115th Street, which includes sections that are located within both the City and the Town;

WHEREAS, the City and the Town entered into that certain 115th Street Maintenance Agreement, as of December 22, 2004, which established the respective rights and responsibilities of the Parties related to the sections of 115th Street in each the City and the Town; and

WHEREAS, ~~the a joint road p~~Policy is in the interests of the Parties, their taxpayers and constituents, to clarify the rights and responsibilities of the Parties for future annexations through 2033.

NOW, THEREFORE, the City Council for the City of Dundas and the Board of Supervisors for the Township of Bridgewater jointly resolve, agree, and adopt the following road maintenance and improvement policy for line roads affected by the Annexation Agreement:

- Line Roads.** "Line Roads" shall mean roads on or along the line between the Town and the City, including those roads where the portion of the road bordering the Town and the City is only as wide as the right of way, ~~but in no case shall the portion of a road considered a Line Road extend more than ½ mile solely into the boundaries of either Party.~~ This ~~policy~~ Policy shall apply to the establishment, alteration, and vacation of any Line road/Road on or along the line between the Town and City, and such a road as may be affected by the terms of the Annexation Agreement as may be changed from time (e.g. annexation, detachment), pursuant to Minnesota Statutes, section 164.14, as well as to roads solely within the Town which are adjacent to annexed areas and are affected by development activity within the City.
- Establishment, Alteration, Vacation.** A Party interested in initiating an activity that requires the sharing of costs between the Parties, or with the expectation of sharing costs, shall notify and obtain approval from the other Party before undertaking the activity. If the Parties do not agree to the need, scope, or other aspects of the proposed activity, the advice of an engineer will be obtained. Any cost associated with obtaining the advice will be shared equally by the Parties.~~If a Party is interested in a) initiating any activity which requires cost sharing between the Parties, or which involves connecting to a line road maintained by the other Party, or b) modifying any connection to a line road controlled wholly or in part by the other Party, including but not limited to establishment, alteration, or vacation of any line road, or c) intends to undertake any activity with regard to its own roads and streets with the expectation of present or future sharing of costs with the other Party, such Party shall notify the other Party and discuss the same with the other Party before undertaking any such activity. If the Parties do not agree on the need, scope, or other aspects of the proposed activity, the matter may be submitted as a dispute for resolution by either to Rice County Board. Neither Party may unilaterally add any connection to any Line Road or road, or street controlled by the other Party, without the approval of that other Party.~~
- Costs for Line Roads.** The Parties shall share Costs-costs for maintenance and improvements for Line Roads shall be shared on a pro-rata basis for maintenance and improvements of Line Roads. Each Party's pro-rata share shall be recalculated any time a Line Road is established, altered, or vacated, ~~or when additional development or other changes take place in usage patterns which, in the view of either Party, materially impact traffic flows on the Line Road. The Parties shall have a mutually agreed upon neutral third party to perform a traffic study prior to the establishment, alternation, or vacation of a Line Road to understand and calculate the proportionate pro-rata burden imposed on any Line Road by traffic from one or the other Party's geographic area. At any time any road or portion of a road is annexed, or becomes a city street, wholly or in part, due to annexation, the City shall reimburse the Town for any the depreciated value of capital improvements performed and improvements made by the Town during the preceding 12 years, as determined by negotiation, or if no agreement can be reached, by a neutral third party valuator.~~
- Assessments.** Each Party may levy special assessments on the properties within its respective established boundary-its own residents in accordance with law. Neither ~~party~~ Party may assess the properties within residents of the boundary of the other party's Party jurisdiction.

Commented [AS1]: The City needs more information to understand the meaning of this provision.

Commented [AS2]: This provision mirrors the language in the Township's model town line road maintenance agreement with other townships.

Commented [AS3]: Pursuant to Sections 16-18 of the Annexation Agreement, the City is obligated to provide tax rebates to the Township for 10 years.

5. **General Maintenance.** Each Party shall be responsible for conducting routine maintenance and inspections of their respective rights-of-way on any Line Road. Routine maintenance shall include, at a minimum, the following:

- A. shouldering per plates 1 through 13 shown in Minnesota Rules Part 7819.9900 to 7819.9950;
- B. brush removal, noxious weed removal, and mowing;
- C. inspections;
- D. garbage removal;
- E. sign installation; and
- F. driveway/other connection installation, etc.

6. **Specific Maintenance.** The Town and City shall agree-identify on a case-by-case basis ~~the details of provision of maintenance or improvement services for any Line Road who~~ the responsible party for any Line Road shall be for each road (the "Responsible Party"), and the specifications of the maintenance or improvements to be provided by that Responsible Party for that Line Road. Specific maintenance relates to drainage structures, tree removal, road improvements, and bituminous maintenance. The Responsible Party shall ~~be responsible for providing provide~~ maintenance and/or improvements for ~~a the specified Line road~~ Road. The other ~~party-Party~~ shall reimburse the Responsible Party for costs based on its pro-rata or otherwise equitable share.

7. **Dispute Resolution.** In the event a dispute arises which cannot be resolved after good-faith negotiations, the Parties shall engage a mediator to ~~aid~~ in resolving any dispute. If mediation is unsuccessful, either Party may seek judicial relief in Rice County District Court, or through Rice County Board, as the case may be.

8. **Billing/Reimbursement.** The Responsible Party shall invoice work to the other ~~party-Party~~ for reimbursement on a semi-annual basis, at least 30 days prior ~~and no more than 60 days~~ prior to such invoices becoming due.

9. **Audit.** The Parties agree that the State Auditor and each Party may have access to and right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. of the other during normal business hours, for anything book, document, paper, record, etc. related to expenditures ~~and~~ reimbursements for maintenance and improvements of any Line Road.

10. **Amendments.** Any amendment to this Policy shall be by joint resolution of the respective governing body of the Parties.

11. **Exclusive Road Policy for Joint Roads.** It is understood and agreed that this is the exclusive policy related to Line Road maintenance and improvements of any Line Road as defined here. ~~This Policy supersedes that certain Memorandum of Understanding by and between the Parties dated _____, 2021.~~ This Agreement shall be effective on the date of the last signature of either Party, and shall ~~run for 25 years from such date~~ terminate on December 31, 2033, concurrent with the Annexation Agreement.

ADOPTED BY THE BRIDGEWATER TOWNSHIP BOARD OF SUPERVISORS ON THE _____ DAY OF _____, 2021.

Attest:

By: _____
Name: Kathleen Kopseng
Its: Chairwoman of the Board of Supervisors

By: _____
Name: Lori Noreen
Its: Town Clerk

ADOPTED BY THE CITY COUNCIL FOR THE CITY OF DUNDAS ~~CITY COUNCIL~~ ON THE ____ DAY OF _____, 2021.

Attest:

By: _____
Name: Glenn Switzer
Its: Mayor

By: _____
Name: Janelle Teppen
Its: City Administrator/Clerk

DRAFT

City of Dundas
Public Works Staff Meeting / City Engineer Update 11/22/23
November 23, 2023
Agenda

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

1. 2023 Storm Sewer Maintenance
 - Hester Street
 - On the south side of Hester Street between the Menard and City ponds; the storm sewer outlet from 3rd Street will be extended, and the pond side slopes flattened in this area. 9-12-22 Easement documents were approved by Council. Staff is working with Menard to get the documents executed.
2. 2023 Street Lighting
 - On Railway Street down to West Avenue; and including lights at each end of the pedestrian bridge over the Cannon River.
 - The poles and fixtures have been delivered.
 - Council approved the removal of the concrete walk just north of Bridge Street to Hester Street. The street light installation will be completed within the next 2-3 weeks. The concrete walk will be removed at the light pole locations. The remaining walk will be removed after the light installation.
 - Staff are soliciting additional quotes, with the work being done in the spring of 2024.
3. Comprehensive Transportation Planning
 - 4-13-22 Staff prepared a Joint Road Policy, and the policy was reviewed with Bridgewater Township officials. Staff is waiting on comments from BWT officials with regards to the JRP. Staff met with BWT representatives on 6-21-2023 and 7-26-23 to discuss the Joint Road Policy. A follow-up meeting was held 9-13-23.
 - Staff prepared a preliminary road design and estimate of project costs for street improvements for a portion of 115th Street between CSAH 20 and CSAH 22. Staff have begun internal discussions on the future alignment between Highland Parkway and Cannon City Boulevard.
 - 4/12/21 the City Council approved a resolution in support of Rice County preparing a planning Study of Decker Avenue from TH 19 to CSAH 1. 8-3-23 Staff met with County officials to begin discussions on the schedule for the Decker Avenue planning study. Project information and timelines will be sent over from the County.
 - The County is reaching out to consulting firms to obtain proposals to perform the study.
4. CSAH 1/TH 3 Pedestrian Crossing
 - The scope of work includes installing a trail along CSAH 1, connecting to the existing sidewalks on Schilling Drive, Cannon Road, and North Stafford Road. A trail

connection would also be made to the existing trail along TH 3. Pedestrian crossing improvements would be made to the intersection of TH 3 and CSAH 1. Ditch grading and storm sewer improvements would be made to accommodate the trails.

- Funding in the amount of \$370,000 has been allocated to the project in the State's 2023 Capital Budget under Grants to Political Subdivisions.
- ***A kick-off meeting was held on 11-15-23 with MnDOT and Rice County representatives to discuss the project. The funds will be administered through State Aid, which means Rice County will be the fiscal agent for the project. The grant funding will cover consultant costs and construction costs for the project. The concrete walk down Schilling is eligible to be constructed with the grant funding as part of the project. Staff are working through the process to secure the funding for consultant costs to begin design.***

5. ECRT Parking Lot and Dog Park Relocation

- The concept plan was approved by Council March 13th Council Meeting.
- The dog park relocation is in the CIP for 2023 and the parking lot improvements in 2024.
- Staff met with Canines at Play to discuss participation in the project.
- Council awarded the Contract for the dog park fence to Caron fence on 5-22-23.
- The entrance has been closed off to restrict access until the gates have been completed.

6. Forest Avenue and Depot Street

- Based on the soil borings for Forest Avenue and Depot Street, extensive pavement repair is necessary. Future construction will likely include pavement reclamation and a bituminous overlay.
- Staff will begin plan preparation in October and bid the project in Spring of 2024. City will bond for the project.
- 10-9-23 Council authorized staff to proceed with project. Survey was completed on 10-18-23.

7. Northfield Wastewater Treatment

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

8. Public Works Tasks

- The storm water code and fees are under review, including sump pump connection requirements.

9. Regional Storm Water and Wetland

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

10. Stoneridge Hills 2nd

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

11. West Avenue Apartments

- Grading and excavation began on the site on 5/2/22.
- Council approved an amendment to the Developer's agreement to extend the completion date to May 30, 2023.

12. Pavement Management Plan and Franchise Fees

- Council approved Ordinances 2023-09 and 2023-11 to implement electric and gas franchise fees at the 9-25-23 Council meeting.

13. Public Works Cold Storage

- The preliminary site plan and building details were presented to Council on 2-27-23.
- Project information and proposed quote package for building and site grading were brought to Council for review at the May 22nd Council meeting.
- Council awarded the contract to Raw Construction, LLC for the site grading on 7-10-23. The contractor completed the site grading. Contractor needs to complete restoration to complete the project.
- Quotes were due 8-4-23 for the cold storage building. A total of 3 contractors submitted quotes for the work. Information was reviewed by Council on 9-11-23. Estimated project costs and available funding were reviewed by the Public Works Committee on 10-4-23.
- 10-27-23 Staff met to review and discuss the project scope to work towards finalizing building details.

14. Sanitary Sewer and Water Comprehensive Plan

- Staff are working to schedule an internal review of the draft comp plans.

15. Transportation Comprehensive Plan

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

16. Tractor Supply

- 8-28-23 Council approved the Developer's Agreement with Conditions.
- A new submittal to address the engineering comments has been received from the Developer's Engineer. Remaining comments to be addressed have been sent back to the Developer.
- The Developer signed the Development Agreement and has submitted securities.
- Site grading began on 9-25-23.

17. 2024 Schilling Drive Sanitary Sewer Repairs

- 10-9-23 Council authorized staff to proceed with project.
- The scope of work includes a sanitary sewer connection between two manholes at the intersection of Hester Street and Schilling Drive. The project will redirect sanitary sewer flows from the north and east to bypass the sanitary sewer line on Schilling Drive that has settlement issues.
- The project will be bid and constructed in 2024.