

**DUNDAS CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday, March 28, 2022  
7:00 p.m. Dundas City Hall**

- 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 \_\_\_\_\_, second \_\_\_\_\_**
- 5. 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 March 14, 2022\*
  - b. Resolution 2022-05\* A Resolution Requesting Part-Time Officers Cody Kruse and Hunter Soular Acceptance as Members of Public Employees Police and Fire Plan
  - c. Resolution 2022-07\* A Resolution Designating 2022 Polling Precinct Location for City of Dundas
  - d. Disbursement Report\* - \$95,290.41**Motion \_\_\_\_\_, second \_\_\_\_\_**
- 6. Old Business**
- 7. Ordinances and Resolutions**
  - a. Resolution 2022-06\* A Resolution Accepting 2020 Minnesota Special Redistricting Panel Changes in the Congressional District and Legislative District for City of Dundas, Minnesota  
**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
- 8. New Business**
  - a. Consider Approving Rental Agreement with Farmstead Bikes for Use of the City's Engine House\*  
**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
  - b. Consider Approving Agreement for Animal Impound Services\*  
**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
- 9. Reports of Officers, Boards and Committees**
  - a. City Attorney
  - b. City Engineer\*
  - c. City Administrator
  - d. Mayor, Councilors and Committees
- 10. Announcements**
  - a. ANNUAL EASTER EGG HUNT – Saturday, April 9 at 10:00 AM at Memorial Park
  - b. City Council Regular Meeting – Monday, April 11 at 7:00 pm at City Hall
  - c. Parks & Recreation Advisory Board – Tuesday, April 12 at 7:00 pm City Hall
  - d. City Hall CLOSED on Friday, April 15 for Holiday
  - e. Dundas Planning Commission Meeting – Thursday, April 21 at 7:00 p.m. City Hall
  - f. Dundas Annual Clean Up on Saturday, May 14 from 7 – 11 am, Trailhead Parking Lot
- 11. Adjourn**

**DUNDAS CITY COUNCIL  
REGULAR MEETING MINUTES**

**Monday, March 14, 2022  
7:00 p.m. Dundas City Hall**

**UNOFFICIAL MINUTES**

Present: Mayor Glenn Switzer (arrived 7:05 pm); Councilors Larry Fowler (arrived 7:15 pm), Luke LaCroix, Grant Modory, Luke Swartwood

Staff: City Engineer Dustin Tipp; Administrator/Clerk Jenelle Teppen

**CALL TO ORDER**

Acting Mayor Modory called the meeting to order at 7:02 p.m. A quorum was present.

**PUBLIC FORUM** – No public participation.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

**Motion by Swartwood, second by LaCroix, to approve the consent agenda as follows:  
Regular Minutes of February 28, 2022; and  
Disbursement Report - \$68,755.92. MCU**

**OLD BUSINESS** - No old business was brought before Council.

**ORDINANCES AND RESOLUTIONS** - No Ordinances or Resolutions brought before Council.

**NEW BUSINESS**

Consider Approving Hunter Soular and Cody Kruse as Part-Time Police Officers

**Motion by Swartwood, second by LaCroix, to approve Hunter Soular and Cody Kruse as part-time police officers. MCU**

Review Proposed ECRT/1<sup>st</sup> Street Bike Lane Improvements

Administrator Teppen reviewed the proposed bike lane improvements from the East Cannon River Trail (ECRT) along 1<sup>st</sup> Street, crossing Hester Street to Memorial Park. She stated staff revised the layout by moving the bike lane from the east side starting at ECRT on 1<sup>st</sup> Street South to Memorial Park to the west side with an 8' divided lane, leaving a 20' drive lane then decreasing to 18' after Hester Street Crossing. Discussion followed on driveways onto the street, number of houses on each side, advance warning signs, and pedestrian traffic.

**REPORT OF OFFICERS, BOARD, AND COMMITTEES**

City Engineer – Dustin Tipp

Tipp reviewed and updated progress and status on various projects and tasks.

**ADJOURN**

**Motion by LaCroix, second by Swartwood, to adjourn the meeting at 7:55 p.m. MCU**

Submitted by:

Attest:

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Jenelle Teppen, Administrator/Clerk

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Glenn Switzer, Mayor

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

**RESOLUTION NUMBER 2022-05**

*A Resolution Requesting Part-Time Police Officers  
Cody D Kruse and Hunter D Soular  
Acceptance as Members of Public Employees Police and Fire Plan*

**WHEREAS**, the policy of the State of Minnesota as declared in Minnesota Statute 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

**WHEREAS**, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of Police Departments whose position duties meet the requirements stated therein and listed below.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Dundas, Minnesota, hereby declares that a position titled Part-Time Police Officer, is held by Cody D Kruse and by Hunter D Soular who both meet all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota Peace Officer Standards and Training Board under Sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general laws of the State;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest; and
5. Said position is assigned to a designated police department.

**BE IT FURTHER RESOLVED**, that this governing body hereby requests that the named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of employee's initial Police and Fire salary deduction by the governmental subdivision.

**ADOPTED** by the City Council of the City of Dundas, Minnesota this 28th day of March 2022.

**CITY OF DUNDAS BY:**

**ATTESTED:**

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Glenn Switzer, Mayor

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Jenelle Teppen, Administrator/Clerk

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

**RESOLUTION NUMBER 2022-07**

*A Resolution Designating 2022 Polling Precinct  
Locations for the City of Dundas*

**WHEREAS**, the City Council of the City of Dundas, pursuant to Minnesota State Statute §204B.16, is required to designate election precinct polling locations by resolution or ordinance within the municipality each year for the Primary and General Elections; and

**WHEREAS**, the polling places designated in the resolution apply to the 2022 calendar year; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dundas does hereby designate for the 2022 Polling Precinct Locations the following:

Primary Election: City of Dundas – 100 Railway Street North, Dundas, MN 55019

General Election: City of Dundas – 100 Railway Street North, Dundas, MN 55019

**ADOPTED** by the City Council of City of Dundas, Minnesota, on this 28th day of March 2022.

**CITY OF DUNDAS BY:**

**ATTEST:**

\_\_\_\_\_  
Glenn Switzer, Mayor

\_\_\_\_\_  
Jenelle Teppen, Administrator/Clerk

Resolution 2022-07

# DISBURSEMENT REPORT

City of Dundas  
Council Meeting March 28, 2022

DATE	PAYABLE	AMOUNT
3/23/2022	PERA	\$3,928.12
3/24/2022	State of MN Empower Retirement	\$1,000.00
3/22/2022	MN Dept of Revenue	\$1,342.23
3/24/2022	IRS	\$6,789.44
3/24/2022	Payroll PP# 1 Employees	\$20,108.55
	<b>Sub Total Paid Payroll and Sales Liabilities</b>	<b>\$33,168.34</b>
3/23/2022	NEXTIVA VOIP	\$185.92
3/23/2022	Cardmember Service	\$1,531.97
3/28/2022	Bill Payments	\$60,404.18
	<b>Sub Total Paid Claims and Service Liabilities</b>	<b>\$61,936.15</b>
<b>TOTAL</b>	<b>Disbursements for March 28, 2022</b>	<b>\$95,290.41</b>

# City of Dundas

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## Payments

Current Period: March 2022

Payment Batch 032322AP		\$60,404.18	
Refer	0 EPIC ENTERPRISES, INC	Ck# 029611 3/23/2022	
Cash Payment	E 101-42100-440 Cleaning Service	MISC Services - Police and Public Works (Hourly) February 4,	\$22.95
Invoice	15671 2/28/2022		
Cash Payment	E 101-43100-440 Cleaning Service	MISC Services - Police and Public Works (Hourly) February 4,	\$23.10
Invoice	15671 2/28/2022		
Transaction Date	2/28/2022	Frandsen Bank 10100	<b>Total</b> \$46.05
Refer	0 METERING & TECH SOLUTIONS	Ck# 029616 3/23/2022	
Cash Payment	E 601-49400-210 Supplies/Water Meter, Et	Shipping Cost	\$10.90
Invoice	22488 3/16/2022		
Cash Payment	E 601-49400-210 Supplies/Water Meter, Et	1 1/2 Thick Rubber Full Face Elliptical Gasket	\$9.00
Invoice	22488 3/16/2022		
Cash Payment	E 601-49400-210 Supplies/Water Meter, Et	2 Thick Rubber Full Face Elliptical Gasket	\$12.30
Invoice	22488 3/16/2022		
Transaction Date	3/10/2022	Frandsen Bank 10100	<b>Total</b> \$32.20
Refer	0 BETTER AIR, INC	Ck# 029607 3/23/2022	
Cash Payment	E 101-41000-400 Repairs and Maintenanc	EXTRAS: ADDITIONAL RETURN AIR DUCT MATERIAL AND LABOR	\$265.00
Invoice	7975307 3/9/2022		
Cash Payment	E 101-41000-400 Repairs and Maintenanc	INSTALLATION OF MODULATING DAMPER CONTROL	\$1,499.00
Invoice	7975307 3/9/2022		
Transaction Date	3/9/2022	Frandsen Bank 10100	<b>Total</b> \$1,764.00
Refer	0 MINNESOTA OCCUPATIONAL HEA	Ck# 029617 3/23/2022	
Cash Payment	E 101-42100-310 Professional Services	Non-Federal Drug Screen	\$64.00
Invoice	390658 1/31/2022		
Cash Payment	E 101-42100-310 Professional Services	Non-Federal Drug Screen	\$64.00
Invoice	390658 1/31/2022		
Transaction Date	1/31/2022	Frandsen Bank 10100	<b>Total</b> \$128.00
Refer	0 VERIZON	Ck# 029627 3/23/2022	
Cash Payment	E 101-42100-321 Telephone & Communic	Monthly Charges Feb 12 - Mar 11 2022	\$128.57
Invoice	9901663808 3/11/2022		
Cash Payment	E 101-42100-321 Telephone & Communic	Monthly Charges Jan - Feb 2022	\$128.55
Invoice	9901663808 3/11/2022		
Transaction Date	3/11/2022	Frandsen Bank 10100	<b>Total</b> \$257.12
Refer	0 GOPHER STATE ONE CALL	Ck# 029612 3/23/2022	
Cash Payment	E 601-49400-310 Professional Services	CDNDAS01 Email Tickets: December 2021	\$6.08
Invoice	1120346 12/31/2021		
Cash Payment	E 602-49450-310 Professional Services	CDNDAS01 Email Tickets: December 2021	\$6.07
Invoice	1120346 12/31/2021		
Transaction Date	12/31/2021	Frandsen Bank 10100	<b>Total</b> \$12.15
Refer	0 MENARDS, INC	Ck# 029615 3/23/2022	
Cash Payment	E 101-43100-200 Supplies	SPLASH -35 ULTIMATE PURPL	\$14.94
Invoice	23302 2/16/2022		
Transaction Date	2/16/2022	Frandsen Bank 10100	<b>Total</b> \$14.94

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## Payments

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Refer	0 <u>BY ALL MEANS GRAPHICS</u>	<u>Ck# 029608 3/23/2022</u>			
Cash Payment	E 101-42400-200 Supplies	Qty 250 each of 3 business cards (Meliza - Public Works, Mel			\$48.00
Invoice	13682	3/10/2022			
Cash Payment	E 101-41110-200 Supplies	Qty 250 each of 3 business cards (Meliza - Public Works, Mel			\$48.00
Invoice	13682	3/10/2022			
Cash Payment	E 101-43100-200 Supplies	Qty 250 each of 3 business cards (Meliza - Public Works, Mel			\$48.00
Invoice	13682	3/10/2022			
Transaction Date	3/10/2022	Frandsen Bank	10100	<b>Total</b>	\$144.00
Refer	0 <u>NCPERS GROUP LIFE INS</u>	<u>Ck# 029620 3/23/2022</u>			
Cash Payment	G 101-21712 Life Insurance	CODES: A = Add T = Terminated M = Medical Leave R = Retired			\$144.00
Invoice	4.336E+11	3/5/2022			
Transaction Date	3/5/2022	Frandsen Bank	10100	<b>Total</b>	\$144.00
Refer	0 <u>SVIEN, BENNY H.</u>	<u>Ck# 029625 3/23/2022</u>			
Cash Payment	E 101-42400-311 Bldg Permit Expense	Building Permit			\$6.02
Invoice	4205	3/15/2022			
Cash Payment	E 101-42400-312 Plan Review Expense	Plan Review Fee (Residential)			\$130.44
Invoice	4205	3/15/2022			
Transaction Date	3/15/2022	Frandsen Bank	10100	<b>Total</b>	\$136.46
Refer	0 <u>WSB &amp; ASSOC INC</u>	<u>Ck# 029628 3/23/2022</u>			
Cash Payment	E 101-41000-303 Engineering Fees	Total this Invoice			\$800.00
Invoice	R-019660-000 -	3/16/2022			
Transaction Date	3/16/2022	Frandsen Bank	10100	<b>Total</b>	\$800.00
Refer	0 <u>VALLEY AUTOHAUS</u>	<u>Ck# 029626 3/23/2022</u>			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	STEERING GEAR			\$823.51
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	HOSE END FITTING			\$45.60
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	POWER STEERING FLUID			\$25.14
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	ADAPTER			\$9.62
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	0-RING BOSS			\$14.29
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	0-RING BOSS			\$12.98
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	WEATHERSHIELD EN HOSE			\$169.70
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	Labor			\$240.00
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	EPA(8%)			\$88.07
Invoice	5801	3/4/2022			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	SHOP SUPPLIES(10%)			\$24.00
Invoice	5801	3/4/2022			
Transaction Date	3/4/2022	Frandsen Bank	10100	<b>Total</b>	\$1,452.91
Refer	0 <u>GOPHER STATE ONE CALL</u>	<u>Ck# 029612 3/23/2022</u>			



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## Payments

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Cash Payment	E 601-49400-310 Professional Services	2022 Annual Facility Operator Fee		\$25.00
Invoice	2000346	1/31/2022		
Cash Payment	E 602-49450-310 Professional Services	2022 Annual Facility Operator Fee		\$25.00
Invoice	2000346	1/31/2022		
Transaction Date	1/31/2022	Frandsen Bank	10100	<b>Total</b> \$50.00
Refer	0 <u>PORTILLO, NICOLE</u>	<u>Ck# 029621 3/23/2022</u>		
Cash Payment	E 101-45200-200 Supplies	Easter Candy		\$91.12
Invoice	3/17/2022	3/17/2022		
Transaction Date	3/17/2022	Frandsen Bank	10100	<b>Total</b> \$91.12
Refer	0 <u>WSB &amp; ASSOC INC</u>	<u>Ck# 029628 3/23/2022</u>		
Cash Payment	E 225-43150-100 Salaries and Wages	Storm Water		\$62.50
Invoice	R-019661-000 -	3/16/2022		
Cash Payment	E 101-41910-300 Professional Services	115th Street Improvements Feasibility		\$2,992.50
Invoice	R-019661-000 -	3/16/2022		
Cash Payment	E 101-43100-303 Engineering Fees	streets		\$312.50
Invoice	R-019661-000 -	3/16/2022		
Cash Payment	E 601-49400-303 Engineering Fees	Water Supply		\$480.75
Invoice	R-019661-000 -	3/16/2022		
Cash Payment	E 602-49450-303 Engineering Fees	Wastewater System		\$2,530.00
Invoice	R-019661-000 -	3/16/2022		
Cash Payment	E 101-45200-303 Engineering Fees	Memorial Park Improvements		\$3,204.75
Invoice	R-019661-000 -	3/16/2022		
Cash Payment	E 101-41000-303 Engineering Fees	General Engineering		\$1,150.50
Invoice	R-019661-000 -	3/16/2022		
Cash Payment	E 101-45200-303 Engineering Fees	Parks		\$174.25
Invoice	R-019661-000 -	3/16/2022		
Transaction Date	3/16/2022	Frandsen Bank	10100	<b>Total</b> \$10,907.75
Refer	0 <u>AHLMANS</u>	<u>Ck# 029605 3/23/2022</u>		
Cash Payment	E 101-42100-400 Repairs and Maintenanc	GunSmith Service		\$46.00
Invoice	1/12/2022	1/12/2022		
Transaction Date	1/12/2022	Frandsen Bank	10100	<b>Total</b> \$46.00
Refer	0 <u>ALDRICH TECNNOLGY CONSULT</u>	<u>Ck# 029606 3/23/2022</u>		
Cash Payment	E 101-41000-310 Professional Services	Business 3/8 Onsite - Setup new computer and monitor. Connec		\$262.50
Invoice	6665	3/4/2022		
Cash Payment	E 101-41000-310 Professional Services	Business Setup computer with latest version of Windows 10		\$150.00
Invoice	6665	3/4/2022		
Cash Payment	E 101-41000-580 Equipment	Refurbished - HP EliteDesk 800 G4 HP EliteDesk 800 G4 - SFF		\$500.00
Invoice	6665	3/4/2022		
Cash Payment	E 101-41000-309 EDP, Software and Desi	Microsoft Office Home & Business 2021 Microsoft Office Home		\$249.99
Invoice	6665	3/4/2022		
Cash Payment	E 101-41000-310 Professional Services	Business Purchased a new license for Microsoft Exchange Plan		\$75.00
Invoice	6665	3/4/2022		
Cash Payment	E 101-41000-309 EDP, Software and Desi	Malwarebytes Premium Malwarebytes Real-time protection: befo		\$29.99
Invoice	6665	3/4/2022		



# City of Dundas

## Payments

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Cash Payment	E 101-41000-580 Equipment	HP EliteDisplay E273 - LED monitor - 27 HP EliteDisplay E273		\$358.80
Invoice 6665	3/4/2022			
Transaction Date	3/4/2022	Frandsen Bank	10100	<b>Total</b> \$1,626.28
Refer	0 CITY OF NORTHFIELD	Ck# 029609 3/23/2022		
Cash Payment	E 602-49450-385 Sewer Utilities	INDUSTRIAL WASTEWATER DISCHG		\$3,630.71
Invoice 21/03/2022	3/21/2022			
Cash Payment	E 602-49450-385 Sewer Utilities	INDUSTRIAL WASTEWATER DISCHG		\$18,005.68
Invoice 21/03/2022	3/21/2022			
Transaction Date	3/21/2022	Frandsen Bank	10100	<b>Total</b> \$21,636.39
Refer	0 MINNESOTA VALLEY TESTING LA	Ck# 029618 3/23/2022		
Cash Payment	E 601-49400-310 Professional Services	COLIFORM COLILERT		\$39.00
Invoice 1133787	3/14/2022			
Cash Payment	E 601-49400-310 Professional Services	MONTHLY CHLORINE REPORT		\$5.00
Invoice 1133787	3/14/2022			
Transaction Date	3/14/2022	Frandsen Bank	10100	<b>Total</b> \$44.00
Refer	0 SVIEN, BENNY H.	Ck# 029625 3/23/2022		
Cash Payment	E 101-42400-311 Bldg Permit Expense	Building Permit		\$0.99
Invoice 4207	3/15/2022			
Cash Payment	E 101-42400-312 Plan Review Expense	Plan Review Fee (Residential)		\$21.52
Invoice 4207	3/15/2022			
Transaction Date	3/15/2022	Frandsen Bank	10100	<b>Total</b> \$22.51
Refer	0 SPRINT	Ck# 029624 3/23/2022		
Cash Payment	E 101-43100-321 Telephone & Communic	Service Feb 15 - Mar 14 2022		\$96.03
Invoice 292583318	3/18/2022			
Transaction Date	3/18/2022	Frandsen Bank	10100	<b>Total</b> \$96.03
Refer	0 WSB & ASSOC INC	Ck# 029628 3/23/2022		
Cash Payment	G 430-22018 Escrow - Stoneridge Hills	Phase 030 Stoneridge Hills		\$2,352.75
Invoice R-010168-000 -	3/16/2022			
Transaction Date	3/16/2022	Frandsen Bank	10100	<b>Total</b> \$2,352.75
Refer	0 SHI INTERNATIONAL CORP	Ck# 029623 3/23/2022		
Cash Payment	E 101-41000-309 EDP, Software and Desi	Acrobat Pro DC, SUB LIC, NEW, VIP, L1 Multiple platforms Eng		\$187.00
Invoice B14876715	3/9/2022			
Transaction Date	3/9/2022	Frandsen Bank	10100	<b>Total</b> \$187.00
Refer	0 ALDRICH TECNNOLOGY CONSULT	Ck# 029606 3/23/2022		
Cash Payment	E 101-41000-309 EDP, Software and Desi	Microsoft Exchange Online (Plan 2) - Monthly Secure and reli		\$160.00
Invoice 6722	3/21/2022			
Transaction Date	3/21/2022	Frandsen Bank	10100	<b>Total</b> \$160.00
Refer	0 SVIEN, BENNY H.	Ck# 029625 3/23/2022		
Cash Payment	E 101-42400-312 Plan Review Expense	Plan Review Fee (Residential)		\$36.16
Invoice 4203	3/15/2022			
Cash Payment	E 101-42400-311 Bldg Permit Expense	Building Permit		\$1.67
Invoice 4203	3/15/2022			
Transaction Date	3/15/2022	Frandsen Bank	10100	<b>Total</b> \$37.83

# City of Dundas

## Payments

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Refer	0	<u>GUTH ELECTRIC, LLC</u>	<u>Ck# 029613 3/23/2022</u>		
Cash Payment	E 101-41000-400	Repairs and Maintenan	Furnish and install 40VA transformer for Better Air Damper		\$370.00
Invoice	1443	3/15/2022			
Transaction Date	3/15/2022	Frandsen Bank	10100	<b>Total</b>	<b>\$370.00</b>
Refer	0	<u>MN PEIP</u>	<u>Ck# 029619 3/23/2022</u>		
Cash Payment	G 101-21712	Life Insurance	CITY OF DUNDAS		\$12.15
Invoice	1177251	3/10/2022			
Cash Payment	G 101-21711	Dental Insurance	CITY OF DUNDAS		\$93.76
Invoice	1177251	3/10/2022			
Cash Payment	G 101-21706	Hospitalization/Medical Ins	CITY OF DUNDAS		\$1,548.72
Invoice	1177251	3/10/2022			
Transaction Date	3/10/2022	Frandsen Bank	10100	<b>Total</b>	<b>\$1,654.63</b>
Refer	0	<u>RICE CO. PROPERTY TAX &amp; ELEC</u>	<u>Ck# 029622 3/23/2022</u>		
Cash Payment	E 101-43100-310	Professional Services	2022 Special Assessment Annual Maintenance		\$282.00
Invoice	2022-17	3/18/2022			
Transaction Date	3/18/2022	Frandsen Bank	10100	<b>Total</b>	<b>\$282.00</b>
Refer	0	<u>METERING &amp; TECH SOLUTIONS</u>	<u>Ck# 029616 3/23/2022</u>		
Cash Payment	E 601-49400-210	Supplies/Water Meter, Et	2 Stainless Steel E-Series Meter; Elliptical; Gallon HRE; 25		\$4,956.90
Invoice	22473	3/10/2022			
Transaction Date	3/10/2022	Frandsen Bank	10100	<b>Total</b>	<b>\$4,956.90</b>
Refer	0	<u>XCEL ENERGY</u>	<u>Ck# 029629 3/23/2022</u>		
Cash Payment	E 601-49400-381	Electricity	Water		\$4,044.89
Invoice					
Cash Payment	E 602-49450-381	Electricity	Sewer		\$1,151.97
Invoice					
Cash Payment	E 101-43124-381	Electricity	Street Lights		\$2,098.35
Invoice					
Cash Payment	E 101-42100-381	Electricity	PD		\$764.66
Invoice					
Cash Payment	E 101-41000-381	Electricity	City Hall		\$1,305.18
Invoice					
Cash Payment	E 101-45200-381	Electricity	Park		\$362.60
Invoice					
Cash Payment	E 101-43100-381	Electricity	Streets		\$133.53
Invoice					
Transaction Date	3/23/2022	Frandsen Bank	10100	<b>Total</b>	<b>\$9,861.18</b>
Refer	0	<u>DUNDAS POLICE DEPARTMENT</u>	<u>Ck# 029610 3/23/2022</u>		
Cash Payment	E 101-43100-400	Repairs and Maintenan	Service & Labor		\$332.98
Invoice	247380	3/15/2022			
Transaction Date	3/23/2022	Frandsen Bank	10100	<b>Total</b>	<b>\$332.98</b>
Refer	0	<u>KENDELL SOLUTIONS</u>	<u>Ck# 029614 3/23/2022</u>		
Cash Payment	E 101-41000-400	Repairs and Maintenan	Supplies		\$757.00
Invoice	IN047699	3/14/2022			
Transaction Date	3/23/2022	Frandsen Bank	10100	<b>Total</b>	<b>\$757.00</b>

City of Dundas  
Payments

Current Period: March 2022

Fund Summary

	10100 Frandsen Bank
101 GENERAL FUND	\$23,049.68
225 STORM SEWER	\$62.50
430 ESCROW DEPOSITS	\$2,352.75
601 WATER	\$9,589.82
602 SEWER	\$25,349.43
	<hr/>
	\$60,404.18

Pre-Written Checks	\$60,404.18
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$60,404.18

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

**RESOLUTION NUMBER 2022-06**

*A Resolution Accepting 2022 Minnesota Special Redistricting Panel  
Changes in the Congressional District and Legislative District  
for the City of Dundas, Minnesota*

**WHEREAS**, the Minnesota Supreme Court Special Redistricting Panel (the “Panel”) has reevaluated all the State’s districts for elections; and

**WHEREAS**, the Panel finalized the redistricting on February 15, 2022; and

**WHEREAS**, Rice County of Minnesota, has requested each city adopt by resolution such changes relating to their Congressional District and Legislative District;

**NOW THEREFORE BE RESOLVED**, the City of Dundas (the “City”), Minnesota, accepts elections as being held in Congressional District 2 per Map (Attachment 1); and

**BE IT FURTHER RESOLVED**, that the City accepts the Map (Attachment 2), indicating District 58 for 2022 Senate District; and

**BE IT FURTHER RESOLVED**, that the City accepts the Map (Attachment 3), indicating District 58A for 2022 House District.

**ADOPTED**, by the Dundas City Council of Dundas, Minnesota, on this 28th day of March 2022.

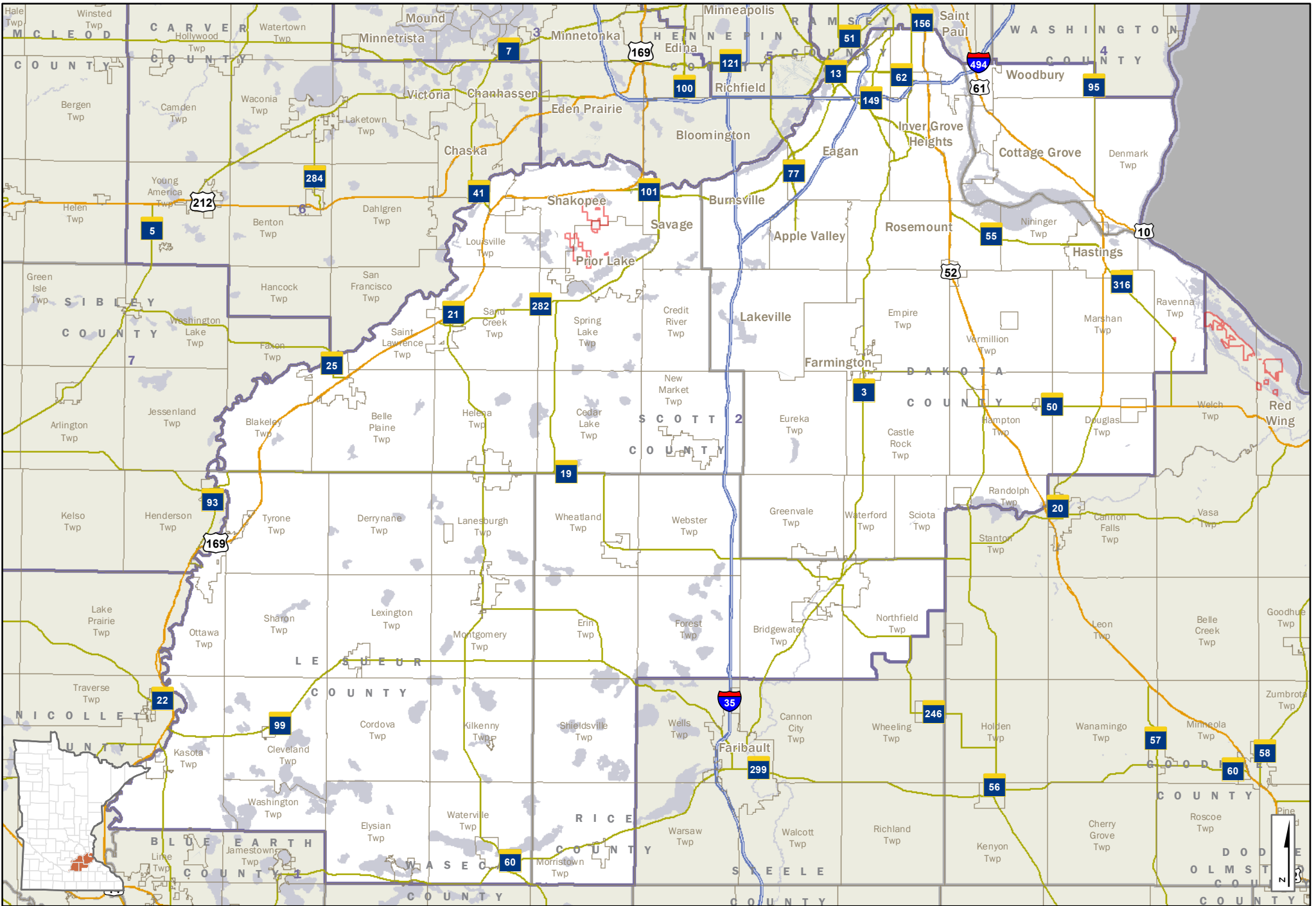
**CITY OF DUNDAS BY:**

**ATTEST:**

\_\_\_\_\_  
Glenn Switzer, Mayor

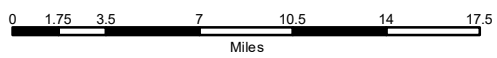
\_\_\_\_\_  
Jenelle Teppen, City Administrator/Clerk

Resolution 2022-06



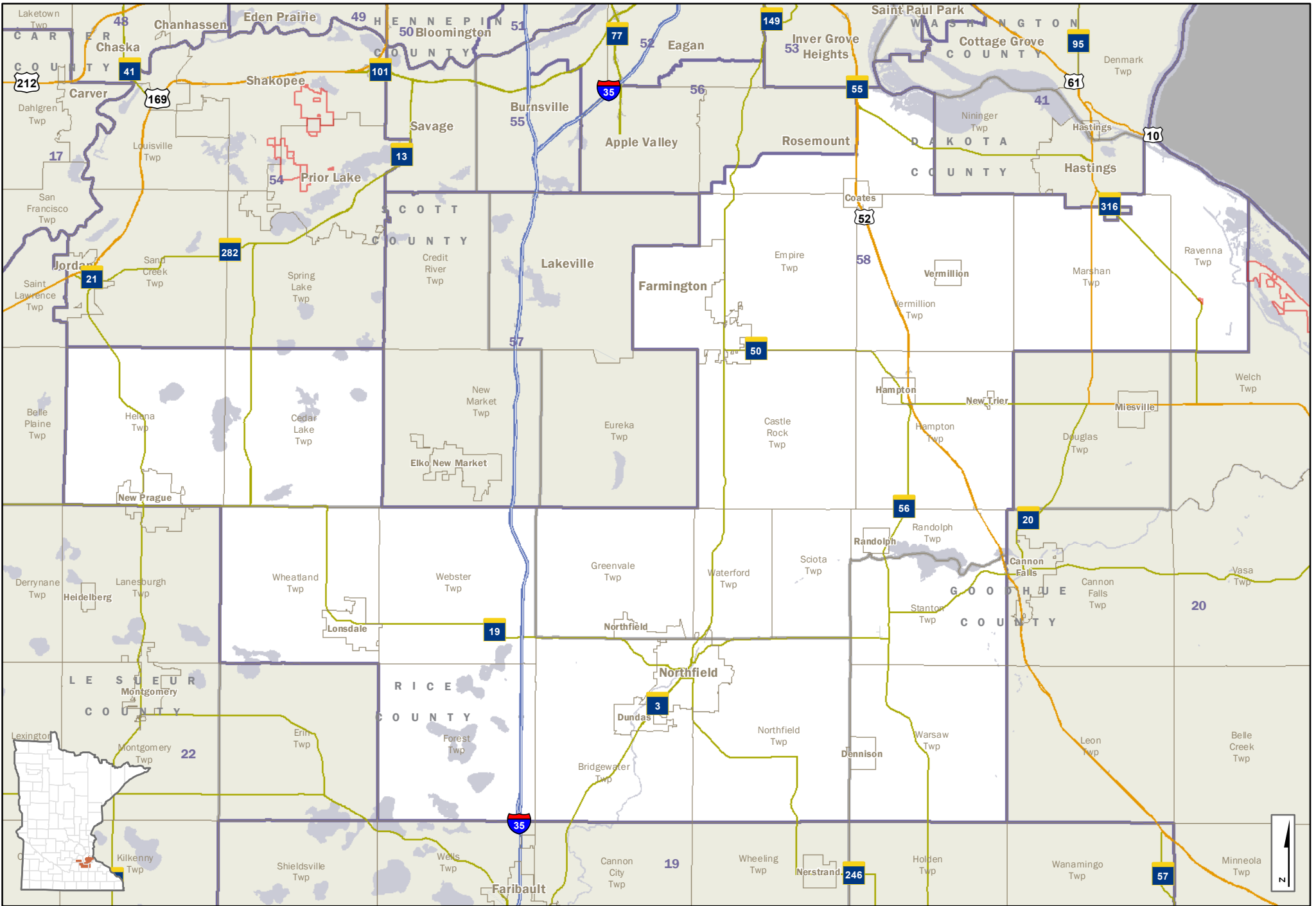
# Congressional District 2

**ATTACHMENT 1**  
**Resolution 2022-06**



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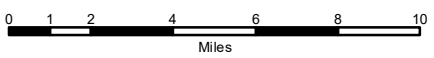


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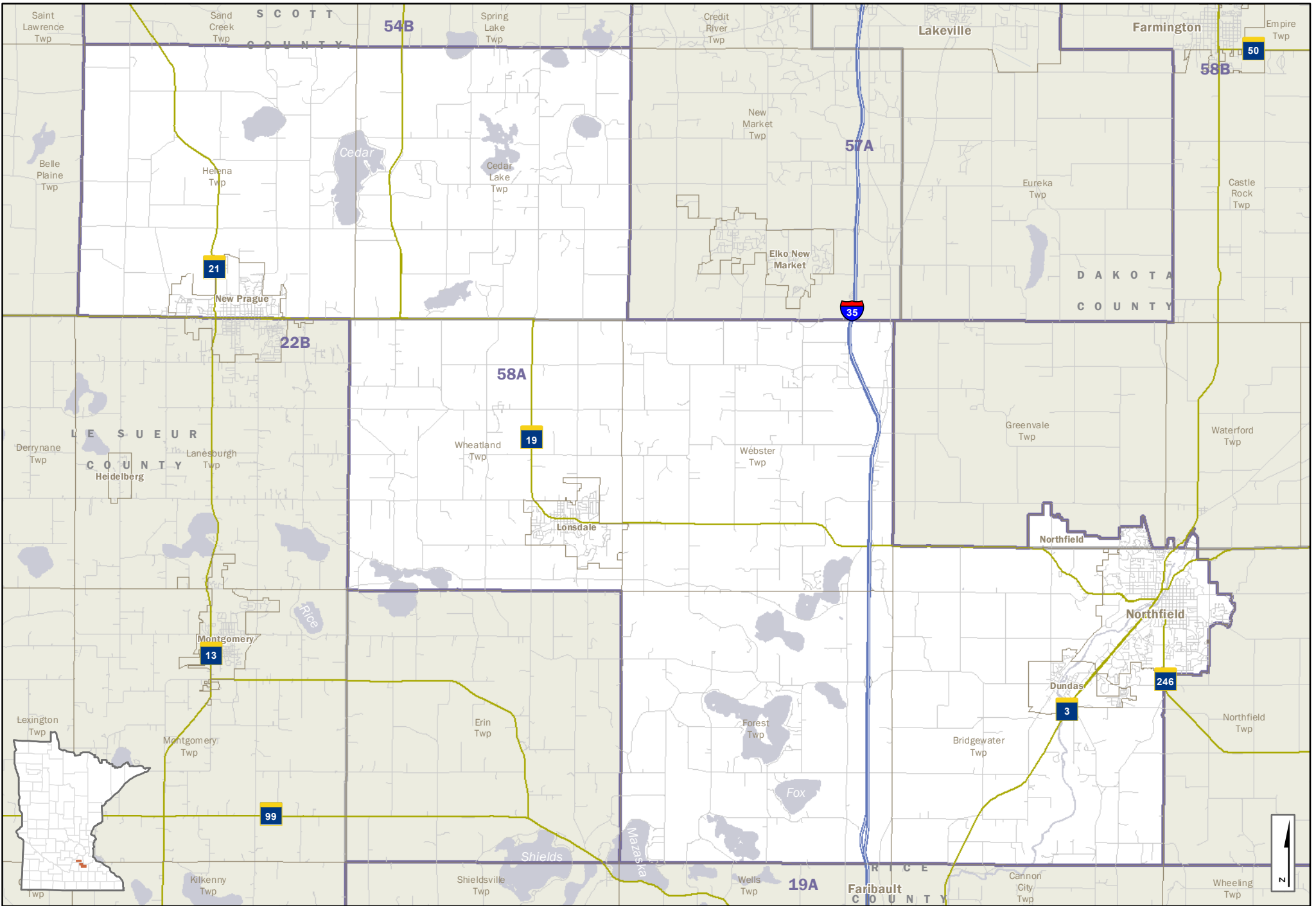
# Senate District 58

# ATTACHMENT 2 Resolution 2022-06

- Interstate Hwy
  - US Hwy
  - State Hwy
  - Ramps
  - County Road
  - Local Road
- |  |                |                  |
|--|----------------|------------------|
|  | CITY/TOWN NAME | Cities and Towns |
|  | 58             | House Districts  |
|  |                | Counties         |
|  |                | Lakes & Streams  |



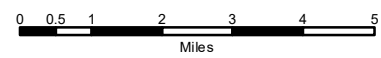




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- Interstate Hwy
  - US Hwy
  - State Hwy
  - Ramps
  - County Road
  - Local Road
- |                |                  |
|----------------|------------------|
| CITY-TOWN NAME | Cities and Towns |
| 58A            | House Districts  |
|                | Counties         |
|                | Lakes & Streams  |

# House District 58A



# ATTACHMENT 3 Resolution 2022-06





## REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council Members

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Approving Rental Agreement with Farmstead Bikes for the Use of City's Engine House

DATE: For the City Council Meeting of March 28, 2022

---

### PURPOSE/ACTION REQUESTED

Consider the attached rental agreement with Farmstead Bikes for the use of the City's Engine House.

### SUMMARY

The City has had a rental agreement with Gear Resources going back to 2015. It was renewed for another three-year term in 2020.

A couple of months ago the City was notified that the Stai's were selling their Gear Resources business to Farmstead Bikes. Farmstead Bikes would like to continue to operate the outfitting business for kayaks, canoes, bicycles, trekking equipment, etc.

The attached agreement was drafted by the City Attorney and has been reviewed and signed by Farmstead Bikes owners.

### RECOMMENDATION

Motion to approve the rental agreement between the City and Farmstead Bikes for the use of the City's Engine House.

RENTAL AGREEMENT BETWEEN  
CITY OF DUNDAS AND FARMSTEAD BIKE SHOP

This RENTAL AGREEMENT ("Agreement") is made and effective as of April 1, 2022 by and between the **CITY OF DUNDAS**, a Minnesota municipal corporation ("the City"), whose address is 100 Railway Street N., Dundas, MN 55019, and **MAD FARMER LLC d/b/a/ FARMSTEAD BIKE SHOP** ("FBS"), whose address is 4001 Bryant Ave S, Suite #1, Minneapolis, MN 55409.

WHEREAS, the City is the owner of property located at 201 Railway St. North, Dundas, Minnesota, 55019, Parcel ID No: 17.15.1.01.017, commonly known as the Archibald Mill; and

WHEREAS, FBS wishes to use the Engine House building ("Premises") of the Archibald Mill consisting of approximately 1,800 sq. ft. for its business, and, the City is agreeable to allowing FBS to rent the Premises on certain terms and conditions.

NOW, THEREFORE, in consideration of their mutual covenants and promises contained herein, the City and FBS agree as follows:

1. **USE OF PREMISES:** FBS shall be permitted to lease the Premises for storage of canoes, kayaks, bicycles, trekking and related outfitting equipment.
  - a. An occupancy review by the City building official shall be required for any proposed use of the building other than storage.
  - b. Renegotiation of the lease terms, including but not necessarily limited to the amount of rent, may also be required depending on the proposed change of use for the building by FBS. FBS shall be responsible for the cost of any improvements required as a result of a change in use of the building or premises.
2. **RENT AND TERM:** The term of this Agreement will begin April 1, 2022 and run through March 31, 2025. FBS shall pay rent to the City in the amount of \$350 per month until such time as water and sewer is available at the stub. Thereafter, FBS shall pay rent to the City in the amount of \$400 per month. Rent is due and payable on the first of each month.
3. **THE CITY'S RIGHT TO ENTER:** The City may enter the Premises for necessary city business. Prior to entering the Premises, the City must first make a good faith effort to give reasonable notice to FBS of its intent to enter. Notwithstanding the foregoing, the City may enter the Premises in an emergency, in which case the City must disclose the date, time and purpose of the emergency entry.
4. **TAXES, UTILITES AND IMPROVEMENTS:** FBS is solely responsible for payment of all utilities and costs associated with its occupancy of the Premises, including maintenance and property taxes.
  - a. The City shall be responsible at its expense for extending water and sewer to the stub located inside the Premises at the stair on the north side of the building and for installing a separate meter. FBS shall be responsible for extension of utilities such as water, sewer, electric and natural gas as needed to serve the Premises. There will be no charge for utilities by the City until connection by FBS.
  - b. No improvements to the Premises of any kind shall be permitted without prior written approval by the City. FBS shall be responsible for the cost of any improvements.

- c. FBS shall be allowed to keep a porta-potty on the Premises in a location designated by the City's Public Works Director. FBS is responsible for all porta-potty costs.
  - d. Consistent with Section 3 above, the City may continue to use electricity available at the Premises for its own purposes, including city-related special events. The City will install any electrical equipment needed for its purposes and a separate locked breaker or meter.
5. **ACCEPTANCE OF PROPERTY:** FBS acknowledges that FBS is familiar with the Premises, and accepts the Premises "as is" during the term of this agreement. FBS further acknowledges that no representations as to the repair of the Premises, or promises to alter, remodel, or improve the Premises have been made by the Landlord except as expressly provided under this Agreement.
6. **PROMISES OF TENANT:**
  - a. FBS shall abide by and conform to all statutes, ordinances, rules and regulations of duly constituted public authorities relating to the use and occupancy of the Premises.
  - b. FBS shall not use the Premises in any way that would cause a cancellation, restriction, or increase in premium of the City's insurance on the Premises.
  - c. FBS shall at all times keep and maintain the Premises in a neat, clean, and sanitary condition, free from waste or debris, and shall remove, at FBS's expense, all ashes, garbage, and refuse of any kind and shall neither permit nor commit any waste or nuisance thereon.
  - d. FBS covenants and agrees that FBS, FBS's agents, contractors, licensees, and invitees shall not handle, use, manufacture, store, or dispose of any flammables, explosives, radioactive materials, hazardous wastes, or materials (as may be defined by Federal or State Law), toxic wastes or materials, petroleum products, or other similar substances or derivatives thereof (collectively "Hazardous Materials"), on, under, or about the Premises, without the City's prior written consent (which consent may be withheld or denied for any or no reason).
7. **INSURANCE:** During the entire period of the Contract, FBS shall maintain, at its cost and expense, and file with the City, policies or certificates of Liability Insurance.
  - a. Minimum Insurance policy coverage requirements are \$500,000 bodily injury per person, \$2,000,000 aggregate per occurrence, and \$500,000 property damage.
  - b. All required insurance policies shall name the City as an additional insured.
  - c. FBS shall submit the certificate of insurance to the City within ten (10) days from the execution of the Agreement, and yearly thereafter, at least thirty (30) days prior to the date of expiration of said policies of insurance for each year of the Agreement.
8. **PARKING:** FBS is permitted to park up to four vehicles for more than 24 hours in an area exclusively designated by the City's Public Works Director for FBS employee parking.

9. **MAINTENANCE:**

- a. Grounds Maintenance: The City is responsible for grounds maintenance and snow removal from the parking area. The City will remove snow only as deemed necessary by the Public Works Director in his sole discretion.
- b. Watercraft: FBS shall conduct washing and rinsing of watercraft in accordance with DNR procedures at a location mutually determined between FBS and the City's Public Works Director.
- c. Notice of Dangerous Conditions: FBS shall promptly notify the City of any conditions that might cause damage to the Premises. The notice may be oral or in writing to:

Public Works Director  
100 Railway Street North  
Dundas, MN 55019  
(507) 645-2852

10. **OUTSIDE STORAGE:** FBS may store canoes and kayaks on trailers in an outdoor area designated by the City's Public Works Director only between May 1 and October 1 of each year. Thereafter, all equipment and related materials must be stored inside the Premises or completely removed from the Archibald Mill property. No other outside storage or display is permitted.

11. **LIABILITY AND RISK OF LOSS:**

- a. All personal property belonging to FBS on the Premises shall be at the risk of FBS, and FBS shall carry insurance on FBS's personal property, and the city shall not be liable for any damage thereto.
- b. FBS waives all claims against the City for damages to persons or property sustained by FBS or FBS's occupants, licensees or invitees, except those claims caused by the intentional malicious act or intentional omissions of the City or its agents.

12. **INDEMNIFICATION:** FBS shall indemnify and save harmless the City against all liabilities, damages, claims, fines, penalties, costs, and other expenses, including all attorneys' fees, which may be imposed upon, incurred by, or asserted against the City by reason of the following, except for any of the following that result from the grossly negligent or intentionally malicious act or omission of the City or its agents: (a) any use or condition of the Premises or any part thereof; (b) any personal injury sustained by FBS, an agent of FBS, or an invitee of FBS, occurring on the Premises (c) personal property damage occurring on the Premises; (d) any negligence on the part of FBS, FBS's agents, contractors, licensees, or invitees; (e) any failure by FBS, any agent or invitee of FBS to comply with any requirement of any governmental authority; (f) any prosecution or defense of any suit or other proceeding in discharging the Premises or any part thereof from any liens, judgments, or encumbrances created upon or against the same by FBS, any agent or invitee of FBS or against FBS's interest in the Premises; (g) any proceedings in obtaining possession of the Premises after the termination of this Agreement by forfeiture or otherwise; (h) any litigation commenced by or against FBS to which the City is made a party without any fault on the part of the City; (i) any response costs, other damages and expenses (including attorneys' fees) which may be imposed upon, incurred by, or asserted against the City by reason of the use, release, threatened release, or disposal of Hazardous Wastes at the Premises by FBS or any agent or invitee of FBS; and (j) any failure on the part of FBS to perform or comply with any covenant or

agreement required to be performed or complied with by FBS hereunder.

13. **SIGNAGE:** All signs must be pre-approved by the City Council and be in character with the historic nature of the Premises and Archibald Mill site.
14. **TERMINATION:** The Agreement may be terminated early by either party with a thirty (30) day written notice, or upon subsequent execution of a mutually acceptable lease agreement.
15. **MISCELLANEOUS:**
  - a. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Minnesota.
  - b. This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party except to the extent incorporated in this Agreement.
  - c. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
  - d. This Agreement may be signed in one or more parts or counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.



**CITY OF DUNDAS**

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

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

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

By: \_\_\_\_\_  
Its: City Clerk

**FARMSTEAD BIKE SHOP**

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

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



## REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council Members  
FROM: Jenelle Teppen, City Administrator  
SUBJECT: Consider Approving Agreement for Animal Impound Services  
DATE: For the City Council Meeting of March 28, 2022

---

### PURPOSE/ACTION REQUESTED

Consider approving agreement for animal impound services.

### SUMMARY

The City previously had an agreement for impound services with Countryside Animal Hospital. That agreement was terminated at the request of Countryside in mid-2019. The City has been without animal impound services since then. Several attempts were made in the intervening period to find a convenient location to impound found dogs but have been unsuccessful.

The Police Chief contacted Castle Rock Kennels after learning that the cities of Farmington and Northfield and Dakota County have all contracted with Castle Rock Kennels for impound services.

The City Attorney drafted the attached agreement and the owner of Castle Rock Kennels has reviewed it.

Dundas Police generally only impound less than five dogs annually.

### RECOMMENDATION

Motion to approve the agreement for animal impound services.

## AGREEMENT FOR ANIMAL IMPOUND SERVICES

This Agreement is made this 28<sup>th</sup> day of March 2022 (“Effective Date”) between the City of Dundas, a Minnesota municipal corporation, 100 Railway Street N., Dundas, MN 55019 (hereinafter the “City”), and Castle Rock Kennels, Inc., a corporation under the laws of the State of Minnesota, 3671 2500th St. W. Farmington, MN 55024 (hereafter “Provider”); (collectively the “Parties”).

In consideration of the mutual covenants and agreements herein, the Parties agree as follows:

### SECTION I – PROVIDER’S SERVICES AND RESPONSIBILITIES

**A. Scope of Services.** The Provider shall serve as the impound facility for the City and agrees to provide the services shown on the attached Exhibit 1, which is attached hereto and incorporated herein by reference (the “Services”).

**B. Standard of Care.** Services provided by Provider or its subcontractors and/or sub consultants under this Agreement will be conducted in a manner consistent with that level or care and skill ordinarily exercised by members of Provider’s profession or industry. Provider shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Provider’s breach of this standard of care. Provider shall put forth reasonable efforts to complete its duties in a timely manner. Provider shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Provider shall be responsible for costs, delays, or damages arising from unreasonable delays in the performance of its duties.

**C. Insurance.** Provider shall purchase and maintain, at its sole expense, a general liability insurance policy with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Provider shall maintain Workers Compensation Insurance as required by Minnesota Law. Provider shall provide the City with proof of insurance upon request.

### SECTION II – CITY’S RESPONSIBILITIES

**A.** City shall promptly compensate Provider as Services are performed to the satisfaction of the City’s Police Chief, in accordance with Section III of this Agreement.

**B.** City shall provide access to any and all previously acquired information relevant to Services detailed in Exhibit 1, attached hereto, to Provider for its use at Provider’s request.

**C.** City will, to the extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for Provider’s performance of the services detailed in Exhibit 1, attached hereto.

**D.** City’s Police Chief shall serve as the liaison and primary contact person to act as City’s representative with respect to Services to be rendered under this contract. Said representative shall have authority to transmit instructions, receive instructions, receive information, and

interpret City's policies with respect to Provider's services. City reserves the right to substitute the authorized contact person at any time and shall notify Provider thereof.

### **SECTION III – COMPENSATION**

City agrees to compensate Provider for the services rendered pursuant to this Agreement as detailed in Exhibit 2, which is attached hereto and incorporated herein by reference, within thirty (30) days of receipt of an itemized invoice.

### **SECTION IV – TERM AND TERMINATION**

**A. Term.** This Agreement will continue in effect for two (2) years from the Effective Date and will automatically renew for additional two (2) year terms, unless either party gives written notice of intent not to extend to the other party, at least sixty (60) days written prior to the expiration of the then current term.

**B. Termination.** This Agreement may be cancelled with or without cause by either party upon sixty (60) days advance written notice.

**C. Default.** If Provider fails to satisfy any of the provisions of this Agreement, or so fails to perform and/or administer the Services pursuant to the requirements in Section I of this Agreement, in such a manner as to endanger the performance of the Agreement or the Services provided hereunder, this shall constitute default. Unless Provider's default is excused by City, City may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to City under this Agreement or law. In event of Provider's default, Provider shall be liable to City for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by City in enforcing this Agreement.

**D. Suspension of Work.** If any work performed by Provider is abandoned or suspended in whole or in part by City, Provider shall be paid for any services performed to the satisfaction of the City's Police Chief prior to Provider's receipt of written notice from City of such abandonment or suspension.

### **SECTION V – INDEMNIFICATION**

**A. Indemnification.** Provider agrees to defend, indemnify and hold the City harmless against all claims, losses, causes of action, and expenses of any kind, including legal expenses and attorney fees caused, by or relating to activities under this Agreement. All indemnification obligations shall survive termination, expiration, or cancellation of this Agreement. Provider agrees, that in order to protect itself and City under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances required in the paragraph entitled, "Insurance."

### **SECTION VI – GENERAL TERMS**

**A. Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents hereof; that in executing this

Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

**B. Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions, or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

**C. Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either Party shall have notified the other Party. The Parties' representatives for notification for all purposes are:

**CITY:**

Police Chief  
City of Dundas  
108 Demann Ct.  
Dundas, MN 55019  
Phone: 507-645-5252

**PROVIDER:**

Castle Rock Kennels, Inc.  
3671 250<sup>th</sup> St. W.  
Farmington, MN 55024  
[Email: CRK651463pets@yahoo.com](mailto:CRK651463pets@yahoo.com)  
Phone: 651-463-7387

**D. Dispute Resolution.** City and Provider agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

**E. Independent Contractor Status.** Provider, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of City for any purpose. Nothing contained in this Agreement is intended or should be construed as creating an employer and employee relationship between the City and Provider. No rights or benefits, including but not limited to workers' compensation, unemployment insurance, medical care, sick leave, vacation, severance pay, PERA or any other benefit offered to employees of the City shall accrue to Provider, its employees or agents performing services under this Agreement.

**F. Subcontracting.** Provider shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of City. Provider shall be responsible for the performance of all subcontractors and/or sub-consultants.

**G. Assignment.** The Agreement may not be assigned by either Party without the written consent of the other Party.

**H. Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representatives of City and Provider.

**I. Records/ Data Practices.** Provider shall maintain a record of all animals impounded and shall promptly respond to inquiries from the City for information or documentation related to its performance of this Agreement. All data created, collected, received, stored, used, maintained or disseminated by Provider in performing this Agreement is subject to the Minnesota Data Practices Act and all other State and Federal laws relating to data privacy or confidentiality.

**J. Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.

**K. Compliance with Laws.** Provider shall abide by all Federal, State, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities and staff for which Provider is responsible.

**L. Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement if fully set forth herein.

**M. Interest by City Officials.** No elected official, officer, or employee of City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**N. Governing Law.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

**O. No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

**P. Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, Provider consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to City, to federal and state agencies and state personnel involved in the payment of City obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Provider to file state tax returns, pay delinquent state tax liabilities, if any, or pay other City liabilities.

**Q. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable



provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

**R. Entire Agreement.** It is understood and agreed that this is the entire agreement between the parties and that this Agreement supersedes all previous written or oral agreements between the parties relating to this matter.

**S. Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of City and Provider arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

**T. Execution.** This Agreement may be signed and delivered in counterparts, each of which, when so delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

*Remainder of page intentionally left blank.*

**SECTION VII – SIGNATURES**

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement on the day and year first written above.

**CITY OF DUNDAS**

**CASTLE ROCK KENNELS, INC.**

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

By: \_\_\_\_\_  
Its: Administrator/City Clerk

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

Subject to the terms of this Agreement, Provider shall perform the following Services:

1. Adequate and sanitary facilities for the clean and humane impoundment (care and shelter) of dogs for up to five (5) days delivered to the facility by City;
2. Adequate and sanitary facilities for the clean and humane impoundment of dogs which, if suspected of rabies, may be required to be quarantined for up to ten (10) days;
3. Provision for the impounded animal's nutritional, health and exercise needs;
4. Access by the Dundas Police Department to the impound facilities on a 24 hour a day basis to deliver animals, impound and board animals;
5. The impound facility must be located within a 20-minute drive of the City of Dundas;
6. Compliance with all applicable State laws and City ordinances governing the impound of animals, their redemption, destruction and adoption, including but not limited to the requirements of Minnesota Statutes Sections 347.31 through 347.40, Minnesota Rules 1721.0490 through 1721.0580 (all as the same may be amended from time to time);
7. Promoting the adoption of unclaimed animals whenever possible;
8. Submitting a monthly detail of the disposition of each animal placed in its custody;
9. Submitting a monthly accounting of its activities and the basis for all charges to City for Services performed.

**EXHIBIT 2**

**IMPOUND SERVICES FEE SCHEDULE**

<b>Service</b>	<b>Fee</b>
Impound Intake	\$28.00
Dog Daily Impound	\$32.00
Reclaim/Adoption	\$28.00
Euthanasia/Disposal	\$200.00 – depending on size of dog

**City of Dundas**  
**Public Works Staff Meeting / City Engineer Update 3/23/22**

**March 24, 2022**  
**Agenda**

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

1. 2021 Street Maintenance
  - 5% retainage will be held until spring of 2022 to reassess tack coat on driveway at 307 Hester Street W before approving final payment.
2. 2022 Sidewalk/Trail Improvements
  - ECRT North-south connection along 1st Street North.
    - Drainage improvements will be made at the low point of 1<sup>st</sup> Street and Everett Street.
    - From the ECRT trail connection to Hester Street, a 6-foot striped pedestrian/bike lane will be installed in the street on the west side of 1<sup>st</sup> Street.
    - Crosswalk markings will be installed on Hester Street at 1st Avenue will be coordinated with Rice County. 11/3/21 County will be responsible for the crossing markings on pavement on Hester Street and 1<sup>st</sup> Street. The existing pedestrian ramp on the SW corner of the intersection will be expanded for better access to 1<sup>st</sup> street to the southwest.
    - A 6-foot striped bike lane will be added in the street on the west side of 1<sup>st</sup> street, extending from Hester Street to Memorial Park.
    - Staff plans to send out a request for quotes in February or March with work to begin in the spring.
    - ***On-street bike lane plan has been revised based on Council comments from the March 14<sup>th</sup> Council meeting. Revisions include adding bike lane crosswalks at all intersections and striping the west side of the road for on-street parking.***
    - 1<sup>st</sup> Street will be seal coated as part of the 2022 seal coating project. All bike lane striping will be done after the seal coating. This project will be done separately from the Memorial Park Improvements project.
    - ***Staff will be submitting the SHIP grant funding application along with revised plan for review by Rice County.***
3. 2022 Storm Sewer Maintenance
  - Hester Street
    - On the south side of Hester Street between the Menard and City ponds; the storm sewer outlet from 3<sup>rd</sup> Street will be extended, and the pond side slopes flattened in this area. 12-16-21 Menard Inc indicated that they are not willing to turn over the stormwater pond to the City. ***Staff continues to work with Menard on the maintenance and grading easement.***

- Modification work to the catch basin near the Dundas Dome driveway. Structure cannot be lowered. Lower grade around casting and structure and rip rap area. Regrade from road and Dundas Dome swale to improve drainage with the possible addition of a concrete flume from street to catch basin. Work will be done in 2022 with potential sidewalk project. *Staff is developing a concept plan for this work.*
4. 2023 Street Lighting
- On Railway Street down to West Avenue; and including lights at each end of the pedestrian bridge over the Cannon River.
  - Updated pricing will be requested from the supplier.
  - As part of the project, the existing poles at City Hall will re-located to the Railway Street/Memorial Park area and shorter (16') poles will be installed.
5. Comprehensive Transportation Planning
- 8/9/21 Staff met with Bridgewater Township officials to discuss the road policy/plan referenced in the OAA. Township officials indicated they would submit initial drafts based on the discussion in September. Meeting was held with BWT on 10/27/21 to discuss initial draft. The Joint Road Policy from BWT has been reviewed and staff has prepared a City of Dundas JRP. Staff is in conversation with BWT to set up a meeting date.
  - Staff is preparing a preliminary road design and estimate of project costs for street improvements for a portion of 115th Street between CSAH 20 and CSAH 22. Costs are being prepared for state aid design option vs paving the existing gravel. Initial project funding has been identified in the draft CIP. 11-3-21 Staff met with Rice County. County plans to reconstruct CSAH 20 in 2025 and plans look at options to realign the intersection of CSAH 20, 115<sup>th</sup> Street and TH 3. Coordination between City, BWT, State and County will be required.
  - 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. 11-3-21 Staff met with Rice County. The County is planning to revisit the study in 2022.
6. 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.
  - A trail would be extended along CSAH 1 from TH 3 to connect to the existing sidewalk on Cannon Road and Stafford Road North. A trail connection would also be made from TH 3 to the existing trail to the northeast.
  - Storm sewer modifications would be made to accommodate the new trails.
  - The addition of ADA pedestrian curb ramps and crosswalk markings would be added to the intersection. Minor signal modifications and the addition of pedestrian push buttons would be included at all legs of the intersection.
  - MnDOT has reviewed the concept and has provided comments.
  - A trail would be extended along CSAH 1
  - Rice County does not have funding budgeted for cost sharing in 2022. Project would be done in 2023. Staff is exploring funding options and have reached out to Rice County and MnDOT to inquire about cost sharing. Staff is working on identifying cost participation from the County and State.
  - A portion of the \$121,900 capital expenditure budgeted for Sidewalk/Trail in 2021 is to further preliminary design of these crossing concepts.
  - Staff reviewed concept with Rice County on 11/3/21.

## 7. ECRT Parking Lot

- An aggregate base parking area is proposed to be created at the ECRT on the NE corner of 1st Street N / Everett Street.
- Project is in the 2023 CIP
- Staff contacted the DNR and they would welcome the addition of the parking lot but do not hold any formal interest in the land use of that area. Direction was given to notify Northfield of any improvements.
- ***Staff is preparing a preliminary layout for the parking lot to start looking at locations for the future dog park.***

## 8. Forest Avenue and Depot Street

- Based on recent soil borings, extensive pavement repair has been included in the draft CIP, future construction which will likely include pavement reclamation and a bituminous overlay. The pavement rehabilitation needs of Forest Avenue will be reviewed again in the spring of 2022; mill and overlay needs for Depot Street may become a higher priority. ***Forest Avenue and Depot Street will be reviewed in the Spring to evaluate street conditions.***
- ***Staff will be getting cores in the roadway on Depot Street from Hester Street to Forest Avenue, to evaluate the condition of the pavement and the subgrade conditions below the pavement.***

## 9. Memorial Park

- The City has concluded a berm will not be placed around the field.
- Staff met on site to review the scope of the proposed roadway/trail improvements now that the play area is in.
- The existing access road will be paved as part of the park improvements. The existing trail running through the park will also be repaved.
- The existing parking lot will be reconfigured to have parallel parking stalls with an adjacent 6-foot on street bike lane.
- A trail will be added for access to the pavilion and play area.
- This will be reviewed with the Duke's prior to implementation.
- Staff plans to send out a request for quotes in February or March with work to begin in the spring.
- Staff will look at installing bike racks near the bleachers. Staff will coordinate this work internally and work will not be included in the project.
- ***Project has been sent out for quotes.***
- ***Project will brought to Council for consideration to award the contract at the April 11<sup>th</sup> Council meeting.***

## 10. Mill Town Trail Head

- The sculpture will be re-set in early 2022.
- Sculpture area landscaping will go out for bid following sculpture reset and cleaning.

## 11. Northfield Wastewater Treatment

- 4/26/21 Dundas received a letter from the City of Northfield regarding TSS loadings.
- Staff maintains regular contact with the MPCA and City of Northfield regarding these issues and will provide a verbal update on agreement compliance issues at each City Council meeting.
- Meeting was held with City of Northfield on 10/5/21 and 10/11/21
  - Discussed variations in sampling data and sampling locations between Dundas and Northfield.

- Held Preliminary discussions on amending the 2001 agreement.
- Northfield is requesting an increase in discharge limits from the MPCA which would also increase the limits from Dundas from the limits previously defined in the 2001 agreement.
- 11/8/21 staff held meeting with PCA to discuss Northfield Wastewater permit ammendment.
- Staff performed survey on a section of the sewer shed with high TSS results. Survey results show potential problems with the lines. Staff is coordinating cleaning and televising of lines. Testing will be performed after lines are cleaned. ***Televising and cleaning of the lines is complete. One area of pipe has installation/settlement issues. Staff is working to identify solutions to correct the pipe in the area.***
- Staff is exploring a new connection between existing manholes to bypass the area of concern. Private utility companies have submitted their maps. Staff will review City infrastructure in the area to create a concept plan and costs.
- 12/9/21 Northfield submitted the permit ammendment to the PCA. The PCA has a 60-day review period.
- Meetings will be set up twice a year with the City of Northfield to discuss the City of Dundas' wastewater flows with respect to the limits set in the agreement and to stay updated on things Northfield is working on, such as the permit ammendment. First meeting with Northfield staff will be set up after PCA review period has ended. ***Northfield has verbal approval of the permit ammendment and has indicated they anticipate receiving written approval from the PCA in three weeks. Staff has set up a meeting with Northfield staff for April 5<sup>th</sup> to discuss the revised limits and the status of sewer connection permits.***
- The PCA provided information on the possibility of Dundas having its own wastewater facility. Staff is reviewing the information in order to determine the feasibility of the facility.

## 12. Public Works Tasks

- 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.
- ***WSB has a proposal prepared to develop a pavement management plan for the City based on current street conditions to identify future needs. The proposal will be presented to Council at the April 11<sup>th</sup> Council meeting.***
- The City received an inquiry regarding converting the Access Road west of TH 3 between CSAH 1 and Hester Street to a public street; a draft policy will be prepared for reviewing these types of requests.
- Staff is working on a concept to install a sidewalk from Railway Street to the future railroad crossing along Hester Street. Work will include relocating the retaining wall and stop sign at 236 Railway Street.
- Staff has reached out to Union Pacific Railroad to start conversations about making the sidewalk crossing over the tracks.
- City performed manganese testing on City wells. Manganese levels do not exceed Minnesota Department of Health recommended concentration values for infants and adults. Staff will test levels annually.



### 13. Regional Storm Water and Wetland

- This will be the next storm water pond cleaning project; the focus for work at the regional pond will be clearing trees/brush and removing sediment. A future study will be done to quantity treatment capacity and service area for the pond.
- ***Staff will be reviewing the scope of work at the end of April. Results will be ready for the Parks and Recreation Advisory Board meeting on Tuesday April 12<sup>th</sup>.***

### 14. Tower Park Improvements

- Draft survey questions have been reviewed by Park and Rec Advisory Board and comments have been received.
- The survey was sent out to residents and staff is monitoring responses to determine when to close the survey.

### 15. Two Year Warranty Inspections

- Warranty inspections have been completed for the 2019 projects; Swenke will be contacted about one small settlement on Stafford Road North

### 16. AT&T East tower antenna modification

- 11/11/21 Staff has approved the submittals and is coordinating the work with AT&T.
- AT&T will provide the City with estimated dates of construction. A preconstruction meeting will be set up prior to any work being performed. Work to begin in February at the earliest. SEH run AT&T run project has been suspended.
- 3/22/22 Preconstruction meeting was held. Contractor will provide project schedule when it is known.

### 17. 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.

### 18. 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. Extension is through October 2022.

### 19. Stoneridge Hills 2nd

- On 8/6/21 the City Planner forwarded a letter to the developer indicating their land use application was incomplete for review.
- 11/19/21 Staff and Developer executed a conditional grading permit. Developer has started minor site grading work.
- 2-7-22 Developer submitted revised plans for City Review. Staff has completed a drainage and engineering review for the submittal.
- 3/10/2022 Staff and Developer are working on a conditional grading permit for grading in the City outlot for the stormwater pond in Stoneridge 1<sup>st</sup> Addition.

### 20. Tower Heights

- Trails and concrete walks on highland parkway have been placed.
- Concrete barriers at Highland Parkway, on the north side of 115th Street, have been placed by Bridgewater Township. On 7/20/21 the developer was reminded to communicate to their subcontractors, suppliers, builders, and others, that these barricades are not to be moved, or removed, for even a short amount of time. The only exception is for emergency vehicles.
- 8/12/21 a LOC reduction was authorized.

- 10/6/21 a LOC reduction was authorized.
- 11/30/21 a LOC reduction was authorized.

#### 21. 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.
- Building application permit was approved and has been picked up by Developer. Developer needs to provide proof that plat was recorded before a preconstruction meeting can be set up. Construction tentatively is planned to start in March.
- 3/26/22 Preconstruction meeting was held with Developer. Developer will inform the City of project start date when it is known.
- **Weekly and rainfall inspections will be done on behalf of the City through the duration of construction ensure erosion control issues do not arise.**

#### 22. Industrial Zone – 600 Railway Street South

- Staff prepared a concept plan of street and utility improvements and preliminary cost estimate. Information was presented at the EDA meeting on 11/22/21

#### 23. Dundas Well Projections

- Based on water demand projections and the population forecasts from the City comprehensive plan, a new 600 gpm well would be needed at the earliest in 2024 and at the latest by 2030. WSB recommends using 2026 as a reasonable forecast for the need for an additional well. The addition of the third well would be adequate through 2040.