



**DUNDAS CITY COUNCIL
REGULAR MEETING AGENDA
Monday, October 9, 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 September 25, 2023
 - b. Special Meeting Minutes of October 2, 2023
 - c. Consider Approving Resolution 2023-21 Designating Polling Precinct Location for the City of Dundas
 - d. Disbursements - \$160,756.21
- 6. Regular Agenda**
 - a. Consider Approving Amended and Restated Agreement with Metro Fibernet LLC
 - b. Consider Authorizing Staff to Proceed with Forest and Depot Street Reconstruction Project and the 2024 Schilling Drive Sanitary Sewer Improvement Project
 - c. Consider Approving Recommendation to Delay Cold Storage Building Project
 - d. Consider Approving Quote from Guth Electric to Install Five Decorative Street Lights
- 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, October 23 and November 13 at 7:00 PM City Hall
 - b. Park & Recreation Advisory Board Meeting – October 10 at 7:00 PM City Hall
 - c. Planning Commission Meeting– Thursday, October 19 at 7:00 PM at City Hall
 - d. Trunk or Treat – Friday, October 27, 6-7 PM at Memorial Park
- 9. Closed Meeting as Allowed by MN Statute §13D.05, Subd. 3(a), for City Administrator/
Clerk Annual Performance Evaluation**
- 10. Adjourn**



DUNDAS CITY COUNCIL
REGULAR MEETING MINUTES
Monday, September 25, 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, City Administrator/Clerk Jenelle Teppen,

CALL TO ORDER

Grant Modory called the meeting to order at 7:02 p.m. Mayor Glenn Switzer arrived at 7:04 p.m.

APPROVAL OF AGENDA

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

CONSENT AGENDA

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

- a. Regular Minutes of September 11, 2023
- b. Disbursements - \$80,753.69

REGULAR AGENDA

- a. Public Hearing - Consider Adopting Gas and Electric Utility Franchise Fees
 - i. Open Public Hearing at 7:04 p.m
 - ii. Public Comment
 - iv. Closed Public Hearing 7:08 p.m.

- b. Consider Approving Ordinance 2023-08 Amending Ordinance 2013-02, Granting to Northern States Power Company, DBA Xcel Energy, its Successors and Assigns, Permission to Erect a Gas Distribution System for the Purposes of Constructing, Operating, Repairing and Maintaining in the City the Necessary Gas Pipes, Manis and Appurtenances for the Transmission or Distribution of Gas to the City and its Inhabitants and Others and Transmitting Gas into and Through the City and to Use the Public Grounds and Public Ways of the City for such purposes

Motion by Modory, second by LaCroix, to approve Ordinance 2023-08 Amending Ordinance 2013-02, Granting to Northern States Power Company, DBA Xcel Energy, its Successors and Assigns, Permission to Erect a Gas Distribution System for the Purposes of Constructing, Operating, Repairing and Maintaining in the City the Necessary Gas Pipes, Manis and Appurtenances for the Transmission or Distribution of Gas to the City and its Inhabitants and Others and Transmitting Gas into and Through the City and to Use the Public Grounds and Public Ways of the City for such purposes. MCU

- c. Consider Approving Ordinance 2023-09 Implementing a Gas Service Franchise Fee on Northern States Power Company, its Successors and Assigns, for Providing Gas Service within the City of Dundas.

Motion by LaCroix, second by Gallagher, to approve Ordinance 2023-09 Implementing a Gas Service Franchise Fee on Northern States Power Company, its Successors and Assigns, for Providing Gas Service within the City of Dundas. MCU

- d. Consider Approving Ordinance 2023-10 Amending Ordinance 2013-01, Granting to Northern States Power Company, DBA Xcel Energy, its Successors and Assigns, Permission to Construct, Operate, Repair and Maintain in the City of Dundas an Electric Distribution System and Transmission Lines, including the Necessary Poles, Lines, Fixtures and Appurtenances, for the Furnishing of Electric Energy to the City, its Inhabitants, and Others, and to Use the Public Grounds and Public Ways of the City for such Purposes.

Motion by Swartwood, second by LaCroix, to approve Ordinance 2023-10 Amending Ordinance 2013-01, Granting to Northern States Power Company, DBA Xcel Energy, its Successors and Assigns, Permission to Construct, Operate, Repair and Maintain in the City of Dundas an Electric Distribution System and Transmission Lines, including the Necessary Poles, Lines, Fixtures and Appurtenances, for the Furnishing of Electric Energy to the City, its Inhabitants, and Others, and to Use the Public Grounds and Public Ways of the City for such Purposes. MCU

- e. Consider Approving Ordinance 2023-11 Implementing an Electric Service Fee on Northern States Power, its Successors and Assigns for Providing Electric Service within the City of Dundas.

Motion by Gallagher, second by Swartwood, to approve Ordinance 2023-11 Implementing an Electric Service Fee on Northern States Power, its Successors and Assigns for Providing Electric Service within the City of Dundas. MCU

- f. Consider Approving VOTER Account Agreement with Rice County

Motion by Gallagher, second by Swartwood, to approve VOTER Account Agreement with Rice County. MCU

- g. Consider Resolution 2023-18 Approving the 2024 NAFRS Operating Budget

Motion by Gallagher, second by LaCroix, to approve Resolution 2023-18 Approving the 2024 NAFRS Operating Budget MCU

- h. Consider Resolution 2023-19 Approving the 2024 NAFRS Capital Expenditure Budget

Motion by Swartwood, second by Gallagher, to approve Resolution 2023-19 Approving the 2024 NAFRS Capital Expenditure Budget MCU

- i. Consider Health/Dental/Vision Insurance Rates and City Contributions for 2024

Motion by Modory, second by LaCroix, to approve Health/Dental/Vision Insurance Rates and City Contributions for 2024 MCU

Reports of Officers, Boards and Committees

City Engineer Dustin Tipp reported that the Sanitary Sewer sections on Schilling Drive have been repaired using QuickLocks. The annual re-stripping of pavement was completed. Site grading at the future cold storage building is underway.

Adjourn

Motion by LaCroix, second by Swartwood, to adjourn the meeting at 7:29 p.m.

Minutes prepared by Jenelle Teppen, City Administrator/City Clerk



DUNDAS CITY COUNCIL
SPECIAL MEETING MINUTES
Monday, October 2, 2023
12:00 p.m. City Hall

Present: Mayor Glenn Switzer Councilors Ashley Gallagher, Luke LaCroix, Grand Modory, Luke Swartwood
Staff: City Attorney Amy Schmidt, City Planner Nate Sparks, City Administrator/Clerk Jenelle Teppen,

CALL TO ORDER

Mayor Switzer called the meeting to order at 12:00 p.m.

Closed Meeting

Mayor Switzer closed the meeting at 12:00 pm to consider whether to exercise the City's right of first refusal to purchase the real property located at 315 Railway Street North, in the City of Dundas, County of Rice, State of Minnesota. The meeting is closed pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3) to develop or consider offers or counteroffers for the sale of real property.

At 12:37 Mayor Switzer called the meeting back into open session at 12:37 pm and moved Resolution 2023-20 Approving the purchase of certain real property located within the City for a Public Purpose. Gallagher seconded. Motion carried 4-1 with LaCroix voting against.

Adjourn

Motion by Modory, second by Gallagher, to adjourn the meeting at 12:40 p.m.

Minutes prepared by Jenelle Teppen, City Administrator/City Clerk

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

RESOLUTION NUMBER 2023 - 21

*A Resolution Designating Polling Precinct
Location for the City of Dundas*

WHEREAS, it is important that citizens exercise their right to vote; and

WHEREAS, an annual resolution designating polling places is no longer required by December 31 if there have been no changes to the designated polling place; and

WHEREAS, the designation of a polling place shall remain in effect until a different polling place is designated; and

WHEREAS, no designation of a new or different polling place becomes effective less than 90 days prior to an election, except that a new polling place may be designated to replace a polling place that has become unavailable for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dundas does hereby designate Dundas City Hall located at 100 Railway St N in Rice County as its polling place for all federal, state, local and special elections.

BE IT FURTHER RESOLVED, the polling place shall comply with all requirements pursuant to M.S. 204B.16.

BE IT FINALLY RESOLVED, the polling place shall only be changed pursuant to M.S. 204B.16

ADOPTED by the City Council of City of Dundas, Minnesota this 9th of October 2023.

CITY OF DUNDAS BY:

ATTEST:

Glenn Switzer, Mayor

Jenelle Teppen, Administrator/Clerk

Resolution 2023-21

CITY OF DUNDAS DISBURSEMENT REPORT
Council Meeting October 9, 2023

DATE	PAYABLE	AMOUNT
10/5/2023	PERA	\$4,521.56
10/5/2023	State of MN Empower Retirement	\$460.92
10/5/2023	State of MN Empower Retirement	\$350.00
10/5/2023	MN Dept of Revenue	\$1,369.77
10/5/2023	IRS	\$6,633.79
10/5/2023	Payroll PP# 20 Employees	\$20,521.69
10/5/2023	Payroll PP# 10 Council	\$1,960.19
	Subtotal Paid Payroll and Sales Liabilities	<u>\$35,817.92</u>
9/29/2023	ACH per item	\$11.50
9/29/2023	Low ACH Volume Maintenance	\$5.00
9/29/2023	RDC Monthly Fee	\$59.00
9/29/2023	Neopost (Postage)	\$700.00
9/29/2023	Quadient Leasing	\$207.96
10/3/2023	PSN Payment Service	\$385.25
9/25/2023	Cardmember Services	\$1,003.28
9/25/2023	Nextiva Voip	\$188.81
10/5/2023	2023 Invoices - Payment October 9, 2023	\$122,377.49
	Subtotal Paid Claims and Service Liabilities	<u>\$124,938.29</u>
TOTAL	Disbursement for October 9, 2023	<u><u>\$160,756.21</u></u>

CITY OF DUNDAS

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Payments

Current Period: October 2023

Payment Batch 100923AP		\$122,377.49	
Refer	0	<i>ABDO FINANCIAL SOLUTIONS, LL</i>	-
Cash Payment	E 101-41000-301	Auditing and Acct g Servi	Auditing & Acct g Services
Invoice	476729	10/1/2023	\$4,712.50
Cash Payment	E 225-43150-301	Auditing and Acct g Servi	Auditing & Acct g Services
Invoice	476729	10/1/2023	\$362.50
Cash Payment	E 601-49400-301	Auditing and Acct g Servi	Auditing & Acct g Services
Invoice	476729	10/1/2023	\$906.25
Cash Payment	E 602-49450-301	Auditing and Acct g Servi	Auditing & Acct g Services
Invoice	476729	10/1/2023	\$906.25
Cash Payment	E 603-49500-301	Auditing and Acct g Servi	Auditing & Acct g Services
Invoice	476729	10/1/2023	\$362.50
Transaction Date	10/1/2023	Frandsen Bank	10100
			Total
			\$7,250.00
Refer	0	<i>AFLAC</i>	-
Cash Payment	G 101-21710	Other Deductions	Employee Reimbursed HB065
Invoice	300476	9/25/2023	\$257.16
Transaction Date	9/25/2023	Frandsen Bank	10100
			Total
			\$257.16
Refer	0	<i>ALBERS A & A PORTABLE SVCS</i>	-
Cash Payment	E 101-45200-413	Rental	Portable Restroom Rental
Invoice	1787	10/1/2023	\$625.00
Transaction Date	10/1/2023	Frandsen Bank	10100
			Total
			\$625.00
Refer	0	<i>ALDRICH TECNNNOLOGY CONSULT</i>	-
Cash Payment	E 101-41000-309	EDP, Software and Desi	Microsoft Exchange Online (Plan 2) - Monthly
Invoice	8881	9/21/2023	\$160.00
Transaction Date	9/21/2023	Frandsen Bank	10100
			Total
			\$160.00
Refer	0	<i>APG MEDIA OF SOUTHERN MN</i>	-
Cash Payment	E 101-41000-351	Legal Notices Publishing	Publishing ordinances
Invoice	111300923	9/30/2023	\$589.73
Transaction Date	9/30/2023	Frandsen Bank	10100
			Total
			\$589.73
Refer	0	<i>ARROW ACE HARDWARE</i>	-
Cash Payment	E 101-43100-400	Repairs and Maintenanc	Freezer packs
Invoice	6041046	9/27/2023	\$7.98
Transaction Date	9/27/2023	Frandsen Bank	10100
			Total
			\$7.98
Refer	0	<i>AUTOMATIC SYSTEMS CO</i>	-
Cash Payment	E 601-49400-400	Repairs and Maintenanc	Well #2 upgrades
Invoice	40738	9/30/2023	\$14,358.00
Transaction Date	9/30/2023	Frandsen Bank	10100
			Total
			\$14,358.00
Refer	0	<i>BADGER METER</i>	-
Cash Payment	E 601-49400-210	Supplies/Water Meter, Et	CELLULAR LTE SERV
Invoice	80138343	9/28/2023	\$985.15
Transaction Date	9/28/2023	Frandsen Bank	10100
			Total
			\$985.15
Refer	0	<i>BANYON</i>	-
Cash Payment	E 101-41000-309	EDP, Software and Desi	Banyon Support- UB, FA, PR, PSN
Invoice	164401	10/1/2023	\$1,322.00

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Cash Payment	E 601-49400-309 EDP, Software and Desi	Banyon Support- UB, FA, PR, PSN			\$826.25
Invoice	164401	10/1/2023			
Cash Payment	E 602-49450-309 EDP, Software and Desi	Banyon Support- UB, FA, PR, PSN			\$578.38
Invoice	164401	10/1/2023			
Cash Payment	E 603-49500-309 EDP, Software and Desi	Banyon Support- UB, FA, PR, PSN			\$578.37
Invoice	164401	10/1/2023			
Transaction Date	10/1/2023	Frandsen Bank	10100	Total	\$3,305.00
Refer	0 BLUECROSS BLUESHIELD OF MN	-			
Cash Payment	G 101-21713 Vision Insurance	Vision Insurance - Sept 2023			\$28.15
Invoice	230929456202	9/29/2023			
Transaction Date	9/29/2023	Frandsen Bank	10100	Total	\$28.15
Refer	0 BRIDGEWATER TNSP	-			
Cash Payment	E 101-41910-810 Refunds/Reimbursement	Annexation Reserve District Tax Payment for 2022 RE tax paid			\$35,642.82
Invoice	1124	9/21/2023			
Transaction Date	9/21/2023	Frandsen Bank	10100	Total	\$35,642.82
Refer	0 CHARLES R GLEASON COMPANY I	-			
Cash Payment	E 101-43100-408 Sand/Rock/Dirt	Class 5 limestone			\$12.00
Invoice	37832	9/29/2023			
Transaction Date	9/29/2023	Frandsen Bank	10100	Total	\$12.00
Refer	0 CITY OF NORTHFIELD	-			
Cash Payment	E 602-49450-385 Sewer Utilities	Sewer Utilities			\$19,668.29
Invoice	45161	9/20/2023			
Transaction Date	9/20/2023	Frandsen Bank	10100	Total	\$19,668.29
Refer	0 CORE & MAIN, LP	-			
Cash Payment	E 601-49400-400 Repairs and Maintenanc	Parts for water system			\$665.88
Invoice	T579454	9/14/2023			
Transaction Date	9/14/2023	Frandsen Bank	10100	Total	\$665.88
Refer	0 DICKS SANITATION INC	-			
Cash Payment	E 603-49500-384 Refuse/Garbage Dispos	Garbage Service Sept 23			\$8,803.12
Invoice	9743849T460	10/1/2023			
Transaction Date	10/1/2023	Frandsen Bank	10100	Total	\$8,803.12
Refer	0 EARL F. ANDERSEN, INC	-			
Cash Payment	E 101-43100-200 Supplies	28 BLACK BASE 5# TRAFFIC CONE			\$380.00
Invoice	0134089IN	9/27/2023			
Transaction Date	9/27/2023	Frandsen Bank	10100	Total	\$380.00
Refer	0 ECKBERG LAMMERS	-			
Cash Payment	E 101-42100-304 Legal Fees	Dundas Prosecution Fees - Sept			\$658.33
Invoice	92023	9/30/2023			
Transaction Date	9/30/2023	Frandsen Bank	10100	Total	\$658.33
Refer	0 GRAPHIC MAILBOX	-			
Cash Payment	E 601-49400-322 Postage	UPS Next Day Air - Commercial			\$73.72
Invoice	45192	9/30/2023			
Transaction Date	9/30/2023	Frandsen Bank	10100	Total	\$73.72
Refer	0 GREG MALECHA	-			

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Cash Payment	E 426-45200-500 Capital Outlay	New dog park - Use of tractor, tilling, brush clearing			\$1,965.00
Invoice	45222	9/30/2023			
Transaction Date	9/30/2023	Frandsen Bank	10100	Total	\$1,965.00
Refer	0 GUTH ELECTRIC, LLC	-			
Cash Payment	E 601-49400-400 Repairs and Maintenanc	Materials & Labor - adding gfci circuits to wellhouses			\$826.33
Invoice	2803	9/30/2023			
Cash Payment	E 101-42100-400 Repairs and Maintenanc	PD - replacing motion sensor, troubleshooting lighting issue			\$87.00
Invoice	2820	9/30/2023			
Cash Payment	E 101-43124-400 Repairs and Maintenanc	Fix - Railway St streetlight			\$217.50
Invoice	2816	9/30/2023			
Cash Payment	E 601-49400-400 Repairs and Maintenanc	PRV Shed - Relocated thermostat to wall			\$246.61
Invoice	2804	9/30/2023			
Cash Payment	E 101-45200-400 Repairs and Maintenanc	Locate utilities in Mill Park			\$97.00
Invoice	2805	9/30/2023			
Transaction Date	9/30/2023	Frandsen Bank	10100	Total	\$1,474.44
Refer	0 KWIK TRIP INC	-			
Cash Payment	E 101-42100-418 Vehicle Fuels	PD Fuel			\$865.41
Invoice	45192	10/2/2023			
Cash Payment	E 101-43100-418 Vehicle Fuels	PW Fuel			\$643.50
Invoice	45192	10/2/2023			
Transaction Date	10/2/2023	Frandsen Bank	10100	Total	\$1,508.91
Refer	0 LAW ENFORCEMENT LABOR SVC	-			
Cash Payment	G 101-21707 LELSI Union Dues	MONTHLY UNION DUES:OCTOBER 23			\$202.50
Invoice	45200	10/1/2023			
Transaction Date	10/1/2023	Frandsen Bank	10100	Total	\$202.50
Refer	0 LODERMEIERS	-			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	Repairing Tool Cat- boots/cotter pin issue			\$432.73
Invoice	W03916	9/27/2023			
Transaction Date	9/27/2023	Frandsen Bank	10100	Total	\$432.73
Refer	0 MARCO, INC	-			
Cash Payment	E 101-41000-413 Rental	Copier Lease 09/21/2023-10/20/2023			\$244.93
Invoice	34967323	9/21/2023			
Transaction Date	9/21/2023	Frandsen Bank	10100	Total	\$244.93
Refer	0 MENARDS, INC	-			
Cash Payment	E 101-45200-400 Repairs and Maintenanc	Brown mulch			\$16.65
Invoice	54511	9/21/2023			
Transaction Date	9/21/2023	Frandsen Bank	10100	Total	\$16.65
Refer	0 METRONET	-			
Cash Payment	E 101-41000-321 Telephone & Communic	City Hall			\$121.79
Invoice		10/1/2023			
Cash Payment	E 101-42100-321 Telephone & Communic	PD			\$61.60
Invoice		10/1/2023			
Cash Payment	E 602-49450-321 Telephone & Communic	Pumphouse			\$134.30
Invoice		10/1/2023			

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Current Period: October 2023

Transaction Date	10/1/2023	Frandsen Bank	10100	Total	\$317.69
Refer	0 MN DEPT OF LABOR & INDUSTRY	-			
Cash Payment	G 101-20820 Bldg State Surcharge	2023Q3 State surcharge			\$1,623.79
Invoice	550190070	9/30/2022			
Transaction Date	9/30/2022	Frandsen Bank	10100	Total	\$1,623.79
Refer	0 VALLEY AUTOHAUS	-			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	2013 F350- oil change, fix starter, power steering			\$796.23
Invoice	11792	9/26/2023			
Transaction Date	9/26/2023	Frandsen Bank	10100	Total	\$796.23
Refer	0 SERVICEMASTER BY AYOTTE	-			
Cash Payment	E 101-41000-440 Cleaning Service	City Hall			\$193.35
Invoice	910709	10/1/2023			
Transaction Date	10/1/2023	Frandsen Bank	10100	Total	\$193.35
Refer	0 SPRINT	-			
Cash Payment	E 101-43100-321 Telephone & Communic	PW Director - Cell Phone Service			\$60.94
Invoice	292583318262	9/18/2023			
Transaction Date	9/18/2023	Frandsen Bank	10100	Total	\$60.94
Refer	0 VERIZON	-			
Cash Payment	E 101-42100-321 Telephone & Communic	PD cell service - Aug & Sept			\$257.00
Invoice	9944238909	9/11/2023			
Transaction Date	9/11/2023	Frandsen Bank	10100	Total	\$257.00
Refer	0 WSB & ASSOC INC	-			
Cash Payment	E 101-41000-303 Engineering Fees	General Engineering			\$3,164.00
Invoice		9/27/2023			
Cash Payment	E 101-41000-303 Engineering Fees	Retainer			\$800.00
Invoice		9/27/2023			
Cash Payment	E 101-45200-303 Engineering Fees	Parks			\$125.00
Invoice		9/27/2023			
Cash Payment	E 101-43100-303 Engineering Fees	Streets			\$312.50
Invoice		9/27/2023			
Cash Payment	E 602-49450-303 Engineering Fees	Wastewater System			\$1,784.50
Invoice		9/27/2023			
Cash Payment	E 602-49450-303 Engineering Fees	Preliminary Effluent Review Study			\$539.50
Invoice		9/27/2023			
Cash Payment	E 602-49450-303 Engineering Fees	Comprehensive Sanitary Sewer System Plan			\$1,577.00
Invoice		9/27/2023			
Cash Payment	E 410-43100-500 Capital Outlay	PW Cold Storage			\$156.25
Invoice		9/27/2023			
Cash Payment	G 430-22006 Escrow - 80 West Ave	80 West Ave Apts			\$1,490.00
Invoice		9/27/2023			
Cash Payment	E 101-41910-303 Engineering Fees	Public Planning Projects - N Sparks			\$5,200.50
Invoice		9/27/2023			
Cash Payment	G 430-22023 Escrow-Tractor Supply	Tractor Supply - N Sparks			\$210.00
Invoice		9/27/2023		Project 22023	
Cash Payment	G 430-22023 Escrow-Tractor Supply	Tractor Supply			\$3,006.00
Invoice		9/27/2023		Project 22023	

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Cash Payment	G 430-22023 Escrow-Tractor Supply	Tractor Supply - Plan Review			\$1,377.75
Invoice	9/27/2023			Project 22023	
Transaction Date	9/27/2023	Frandsen Bank	10100	Total	\$19,743.00
Refer	0 FRANSEN BANK & TRUST				
Cash Payment	G 101-21708 H.S.A. Withholdings	HSA - Matthew Summer acct - PP#20			\$70.00
Invoice					
Transaction Date	10/4/2023	Frandsen Bank	10100	Total	\$70.00

Fund Summary

	10100 Frandsen Bank	
101 GENERAL FUND		\$59,989.59
225 STORM SEWER		\$362.50
410 PUBLIC WORKS CAPITAL OUTLAY		\$156.25
426 PARKS & REC. CAPITAL OUTLAY		\$1,965.00
430 ESCROW DEPOSITS		\$6,083.75
601 WATER		\$18,888.19
602 SEWER		\$25,188.22
603 REFUSE		\$9,743.99
		<u>\$122,377.49</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$122,377.49
Total	\$122,377.49



REQUEST FOR CITY COUNCIL ACTION

TO: City Council Members

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Approving Amended and Restated License Agreement with Metro Fibernet LLC

DATE: For the City Council Meeting of October 9, 2023

PURPOSE/ACTION REQUESTED

Consider approving an amended and restated license agreement with Metro Fibernet LLC

SUMMARY

The City has maintained an agreement with Jaguar Communications since 2008. The agreement renewed automatically every five years.

Metro Fibernet LLC acquired Jaguar Communications in 2020, thus necessitating an updated agreement.

After some months of back and forth, attached is an amended and restated license agreement. Metro Fibernet houses some of their equipment in the small structure in Schilling Park. This agreement provides for continued use of that facility.

The City receives a quarterly payment from Metro Fibernet based on the number of subscribers. That fee is now reflected as a flat fee of \$300 per month.

The City Attorney drafted the amended and restated agreement, and Metro Fibernet attorneys have agreed to the terms.

RECOMMENDATION

Motion to approve the amended and restated license agreement with Metro Fibernet LLC.

AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 2023 (“Effective Date”) by and between **Metro Fibernet, LLC**, a Nevada limited liability company, successor in interest to Jaguar Communications, Inc., (“Provider”) and the **CITY OF DUNDAS**, a Minnesota municipal corporation (“City”); collectively, “the Parties”, each a “Party”.

WHEREAS, Provider offers fiber-based communications services within the City; and

WHEREAS, Provider and the City entered into that certain License Agreement dated June 30, 2008 wherein the City licensed the use of certain City property for the location of a prefabricated hut for the storage and use of communications equipment as part of Provider’s communications network (“2008 Agreement”); and

WHEREAS, the 2008 Agreement is set to expire on June 30, 2023, and

WHEREAS, the Parties wish to amend and replace the 2008 Agreement in its entirety on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **PRIOR AGREEMENT.** On the Effective Date, the 2008 Agreement is hereby superseded, amended and replaced in its entirety with this Agreement.
2. **USE OF CITY LAND.** The City hereby grants Provider a license (“License”) to that portion of City property described in Exhibit A (“Subject Property”) to install, operate, maintain, repair, remove, connect, alter, renovate and replace a communications system, including a prefabricated hut, communications equipment, wires, cable and ancillary equipment for use in Provider’s communications network (“Facilities”)
 - a. As of the Effective Date, certain Facilities have already been installed at the Property by Provider (the “Existing Facilities”). As of the Effective Date, the Parties agree that the Existing Facilities are in compliance with the terms of the License and this Agreement.
 - b. Provider shall obtain the City’s approval, which approval shall not be unreasonably withheld conditioned or delayed, prior to making any material modifications to the Existing Facilities after the Effective Date including, but not limited to, installing new Facilities on the Property or replacing or repairing the prefabricated hut. For avoidance of doubt, however, no additional approvals shall be required to replace any communications equipment within the prefabricated hut or replacing existing Facilities with substantially similar Facilities.

- c. The Subject Property may only be used by Provider consistent with the terms of the License and for no other purpose.
 - d. At its sole expense, at all times, Provider shall maintain the Facilities in good condition and repair throughout the Term (defined below).
 - e. Provider shall not install any signage at the Subject Property with the exception of a sign depicting the street number and a sign identifying the Facilities as Provider's property with emergency contact information.
3. **TERM.** The term of this Agreement shall commence on the Effective Date and continue until June 30, 2028 ("Initial Term"). Upon the expiration of the Initial Term, the Agreement will automatically renew, without further notice, for additional 5-year periods (each a "Renewal Term") unless terminated by either Party as provided herein. The Initial Term and any Renewal Term are collectively referred to as the "Term". Either Party may terminate this Agreement with at least 180 days prior written notice. Such termination shall become effective at the end of the then current Term.
4. **CONSIDERATION.** As partial consideration for the License, Provider shall pay the City Three Hundred and 00/100 Dollars (\$300.00.00) per month during the Term, partial months prorated ("License Fee"). Provider shall commence paying the License Fee on the Effective Date. Thereafter, the Licensee Fee shall be due on the first day of every month during the Term without notice or demand.
5. **DEFAULT.** This Agreement may be terminated by the City in the event of any material breach or default of this Agreement. In the event there is a material breach, the City shall give Provider written notice of such breach. After receipt of such notice, Provider shall have 30 days in which to cure the breach or, if the nature of the breach is such that it cannot be reasonably cured in 30 days, the cure period shall be extended for an additional 60 days so long as Provider immediately commences with efforts to cure the breach and diligently pursues such cure until completed. Provider's failure to cure a breach within such cure period shall constitute a "Default." Breach shall exist upon the occurrence of any of the following:
- a. If Provider stops offering communications services within the City of Dundas.
 - b. If Provider abandons or discontinues use of the Facilities in accordance with the License.
 - c. If Provider's fails to keep the Facilities in good repair or maintenance.
 - d. If Provider fails to comply with any other material term or provision of this Agreement.

6. EFFECT OF TERMINATION.

- a. Upon termination of this Agreement, for any reason, Provider agrees to remove the Facilities from the Subject Property and shall restore the Subject Property to the condition which existed before installation of the Facilities, reasonable wear and tear excepted, at Provider's sole expense. Removal and restoration shall occur within 90 days of termination.
- b. The City agrees and acknowledges that all of Provider's Facilities shall remain the personal property of Provider.
- c. If Provider fails to remove any of the Facilities from the Subject Property within the required time period, with prior notice to Provider, the City reserves the right to remove the Facilities and charge Contractor for the full cost of the removal and storage charges.
- d. The City may, at its option, choose to allow the prefabricated hut to remain on the Subject Property. In such event, the prefabricated hut shall become the property of the City without further payment or consideration to Provider. Title to the prefabricated hut shall automatically transfer to the City, "as is" with no warranties of any kind whatsoever and Provider shall have no further liability whatsoever for the prefabricated hut.

7. NOTICES. Any notice given pursuant to this Agreement shall be delivered in person or by first class U.S. Mail or by a national overnight carrier such as UPS or FedEx to the following addresses, unless directed otherwise in writing by any party thereafter:

CITY:
City of Dundas
100 Railway Street N
Dundas, MN 55019
Attn: City Administrator

PROVIDER:
Metro Fibernet, LLC
8837 Bond Street
Overland Park, KS 66214
Attn: Legal Department

8. COMPLIANCE WITH LAWS AND REGULATIONS. Provider shall abide by all statutes, ordinances, rules, and regulations pertaining to the performance of this Agreement, including local and state noise regulations.

9. **STANDARD OF CARE.** Provider shall exercise the same degrees of care, skill, and diligence in the performance of this Agreement as is ordinarily possessed and exercised by a professional under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Provider’s services.
10. **INDEMNIFICATION.** With the exception of any loss, cost or damage solely due to the City’s negligence or willful misconduct, Provider shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all third party claims, demands, actions, causes of action, , directly arising out of or by reason of Provider’s use of the Subject Property or Provider’s obligations under this Agreement..
11. **INSURANCE.** Provider shall secure and maintain at all times throughout the Term of the Agreement such insurance as will protect Provider from claims under the Worker’s Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise under this Agreement. The City shall be named as an additional insured on the general liability and umbrella policies. Such insurance shall be written for amounts not less than:
- | | |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 each occurrence/\$2,000,000 aggregate |
| Umbrella Liability | \$1,000,000 each occurrence/aggregate |
| Worker’s Compensation | \$500,000 |
12. **RELATIONSHIP OF THE PARTIES.** This Agreement is not intended to create, nor will it be construed to create any partnership, joint venture, or employment relationship between the City and Provider, and neither Party will be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, except as expressly stated herein.
13. **ASSIGNMENT.** Except as expressly set forth herein, neither Party shall assign this Agreement, nor any interest arising herein, without the written consent of the other Party. Notwithstanding the foregoing, with notice to the City, Provider may assign this Agreement without the consent to: (a) any affiliate; (b) to the surviving entity into which such Provider may merge or consolidate, or (c) to any entity to which the Provider transfers all, or substantially all, of its business and assets. This Agreement shall be binding upon Contractor and Contractor’s successors and assigns.
14. **WAIVER.** Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
16. **ENTIRE AGREEMENT.** The entire agreement of the Parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.
17. **CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The venue for all proceedings related to this Agreement shall be state and federal courts in Rice County, Minnesota.
18. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Provider pursuant to this Agreement. Provider is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Provider receives a request to release data, Provider must immediately notify City. City will give Provider instructions concerning the release of the data to the requesting party before the data is released. Provider agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Provider's officers', agents', City's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date last written below.

CITY OF DUNDAS

Date: _____

By: _____
Glenn Switzer, Mayor

Date: _____

And: _____
Jenelle Teppen, City Administrator

METRO FIBERNET, LLC

Date: _____

By: _____
By: _____
Its: _____

Exhibit A

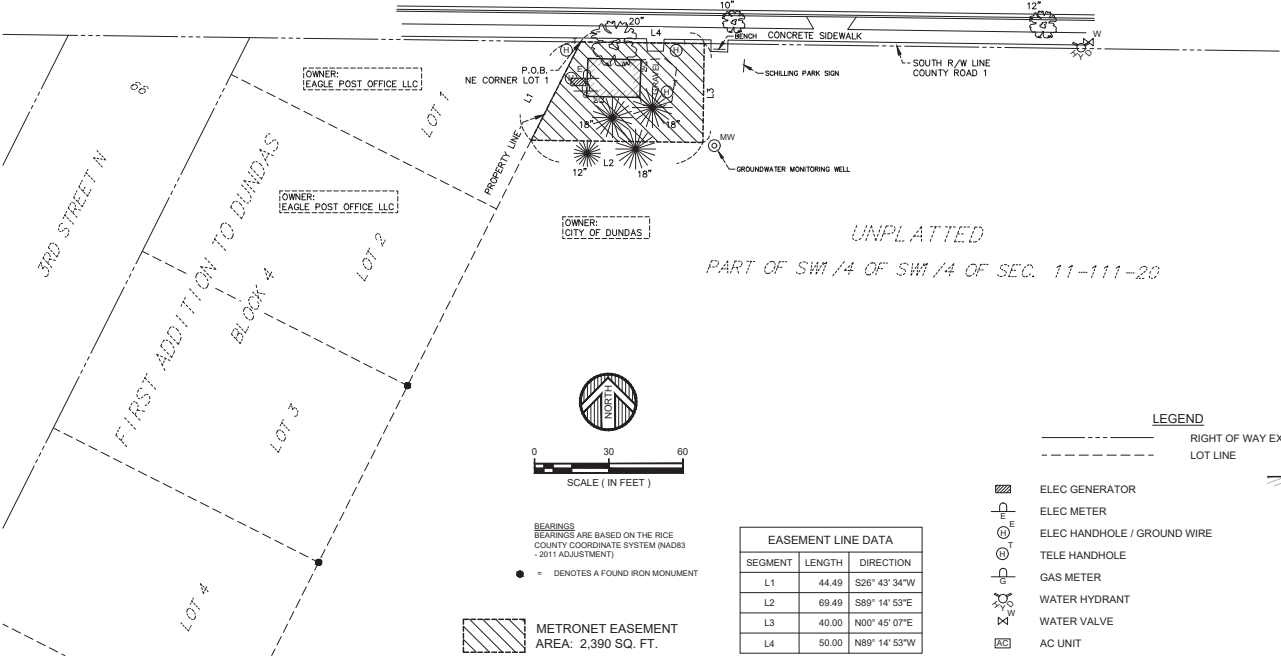
EASEMENT EXHIBIT MAP

PART OF SW1/4 OF SW1/4 OF SEC.11, T111N, R20W CITY OF DUNDAS, RICE COUNTY, MINNESOTA

UNPLATTED

GUTH ADDITION
BLOCK 1

COUNTY ROAD 1



UNPLATTED
PART OF SW1/4 OF SW1/4 OF SEC. 11-111-20



BEARINGS
BEARINGS ARE BASED ON THE RICE
COUNTY COORDINATE SYSTEM (NAD83
+2011 ADJUSTMENT)

● - DENOTES A FOUND IRON MONUMENT

METRONET EASEMENT
AREA: 2,390 SQ. FT.

EASEMENT LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	44.49	S26° 43' 34"W
L2	69.49	S89° 14' 53"E
L3	40.00	N00° 45' 07"E
L4	50.00	N89° 14' 53"W

LEGEND

- RIGHT OF WAY EXISTING
- LOT LINE
- BUILDING WALL HATCH (HUT BUILDING)
- ELEC GENERATOR
- ELEC METER
- ELEC HANDHOLE / GROUND WIRE
- TELE HANDHOLE
- GAS METER
- WATER HYDRANT
- WATER VALVE
- AC UNIT
- TREE CONIFER
- TREE DECIDUOUS

DATE	DATE	AMENDMENTS	BY
JULY 18, 2023			
AS SHOWN			
M.P.C.			
P.G.O.			
2023-11049			

PREPARED FOR: METRONET
 I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY
 ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED
 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
Rebecca Omlie
 PETER G. OETIKER DATE: 07/18/2023 LIC. NO. 43807

© 2023 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

WIDSETH

ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

July 28, 2023
2023-11049
PGO

DESCRIPTION UTILITY EASEMENT

That part of the Southwest Quarter of the Southwest Quarter of Section 11, Township 111 North, Range 20 West, Rice County, Minnesota, described as follows:

Beginning at the northeast corner of Lot 1, Block 4, FIRST ADDITION TO DUNDAS, according to the plat thereof on file at the County Recorder's Office, said Rice County; thence on an assumed bearing of South 26 degrees 43 minutes 34 seconds West along the southeasterly line of said Lot 1 a distance of 44.49 feet; thence South 89 degrees 14 minutes 53 seconds East 69.49 feet; thence North 00 degrees 45 minutes 07 seconds East 40.00 feet to the south right-of-way line of County Road 1; thence North 89 degrees 14 minutes 53 seconds West along said south right-of-way line a distance of 50.00 feet to the point of beginning.

MEMORANDUM

To: Honorable Mayor and City Council
Dundas, Minnesota

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

Date: October 9, 2023

Re: Authorize Staff to Proceed with the Forest Avenue and Depot Street Reconstruction Project and the 2024 Schilling Drive Sanitary Sewer Improvements Project

Introduction

The Forest Avenue and Depot Street Reconstruction project and the 2024 Schilling Drive Sanitary Sewer Improvements project are identified in the CIP for 2024.

Background

The scope of work for the Forest Avenue and Depot Street Reconstruction project consists of:

- Reconstruct Forest Avenue from Hester Street to County Road 1
- Reconstruct Depot Street from Hester Street to Forest Avenue
- Removal of existing pavement, correcting subgrade issues, removing and replacing broken concrete curb and gutter, and new pavement.

The scope of work for the 2024 Schilling Drive Sanitary Sewer Improvements project consists of:

- The sanitary sewer pipe on Schilling Drive, extending south of Hester Street was identified as having settlement issues with the annual televising project.
- A new sanitary sewer connection would be made between manholes at the intersection of Schilling Drive and Hester Street to divert flows away from the sanitary sewer pipes on Schilling Drive that have settled.

Staff plans to prepare plans and specifications to bid the projects in the Spring of 2024, with the projects being constructed in the summer of 2025.

Alternatives

1. Motion to Authorize Staff to Proceed with the Forest Avenue and Depot Street Reconstruction Project and the 2024 Schilling Drive Sanitary Sewer Improvements Project.
2. Do not Approve Staff to Proceed with the Forest Avenue and Depot Street Reconstruction Project and the 2024 Schilling Drive Sanitary Sewer Improvements Project.

Staff Recommendation

Alternative No. 1: Authorize Staff to Proceed with the Forest Avenue and Depot Street Reconstruction Project and the 2024 Schilling Drive Sanitary Sewer Improvements Project



REQUEST FOR CITY COUNCIL ACTION

TO: City Council Members

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Recommendation to Delay Cold Storage Building Project

DATE: For the City Council Meeting of October 9, 2023

PURPOSE/ACTION REQUESTED

Consider a recommendation to delay the Cold Storage Building Project.

SUMMARY

As the Council will recall, staff made a recommendation to delay the construction of the Cold Storage Building due to the quotes received being higher than anticipated.

The Cold Storage Building has been included in the City's Capital Improvement Plan (CIP) since 2018. At that time, \$150,000 was identified as the cost. In the 2023 CIP \$230,000 is reflected as the estimated cost.

Items in the CIP are paid for from the various Capital Funds.

The Public Works Capital Fund (PWCF) ended 2022 with a balance of \$133,756. \$46,351 was levied in 2023 directly to the PWCF. As of June 1, 2023, there was \$169,800 in the PWCF. Between the end of 2022 and June 2023 there were payments to Guth Electric for the Street Lights project and \$5,000 in payments to WSB for engineering services related to the Cold Storage Building project, which gets us to the \$169,800.

In July, the Public Works Committee reviewed and recommended the purchase of a Public Works 1-ton truck for \$115,045.79 and the City Council approved that expenditure. That 1-ton truck was identified in the 2022 CIP and replaces a 2013 vehicle. That truck was in the 2022 CIP but due to global shortages, this type of vehicle was unavailable. We had estimated that vehicle would cost about \$75,000.

Committee members will recall that the City Council approved an interfund loan in the amount of \$155,000 from the sewer fund to the Public Works Capital Fund to pay for the 1-ton truck and the \$40,000 lease payment on the John Deere payloader (due in November of 2023).

In 2024 there is \$168,278 in levied tax dollars proposed to go directly to the PWCF. That total amount comprises proposed expenses in 2024:

- \$20,000 for a 60" mower
- \$27,000 for a 72" mower
- \$40,000 lease payment for the John Deere payloader
- \$21,000 to repay the Sewer Fund for the first of seven years of the interfund loan repayment

The remaining \$60,278 of that \$168,278 of levied dollars is intended to go towards the cost of the Cold Storage building.

Another factor in this overall discussion is a quote from Guth Electric to install the five decorative street lights for \$29,250 (the following item on the City Council Agenda).

A site survey, a grading plan and site grading were quoted separately and Council authorized moving ahead with that work at a cost of \$25,285 in July. The funds for this also come from the PWCF.

Quotes for the Cold Storage building were sought with a request for quotes being sent to five local contractors. Three contractors responded, with one contractor/quote not meeting the specs of the quote package.

The two valid quotes were:

- Todd Norton - \$250,000
- RAM - \$245,000

The interior concrete slab, electrical and paved parking area were all to be done as separate projects at a later date.

With two expenses outstanding in the PWCF, (\$25,285 for site grading and \$29,250 for installation of the street lights, total of \$54,535) and using very conservative estimates, we are about \$155,000 short in funds for the Cold Storage Building.

Staff recommends that due to the unanticipated expenses from this fund (lease payment for the payload, replacement of the skid steer and installation costs for the street lights) that we not move ahead with the Cold Storage building at this time.

The Public Works Committee met and reviewed this information and recommendation. They support staff's recommendation and suggest that staff and City Council more or less start this project over – beginning with the design, and include all the features that were slated to be completed at a future date (interior concrete slab, electrical and paved parking area). When an updated estimated project cost is complete, the Council can discuss whether they would like to issue debt through a 2024 bonding project.

RECOMMENDATION

Motion to approve the recommendation to delay the Cold Storage Building Project.



REQUEST FOR CITY COUNCIL ACTION

TO: City Council Members
FROM: Jenelle Teppen, City Administrator
SUBJECT: Consider Approving Quote from Guth Electric to Install Decorative Street Lights
DATE: For the City Council Meeting of October 9, 2023

PURPOSE/ACTION REQUESTED

Consider approving a quote from Guth Electric to install five decorative street lights.

SUMMARY

Attached is a quote from Guth Electric to install the five decorative street lights.

The estimate from Guth is \$29,250 for installation of the five decorative street lights. The reason for the high cost of the installation is the cost to sub-contract the underground boring for the conduit.

Staff requested a quote to trench the lines but the savings were minimal (less than \$2,500) and the following explanation from Guth was provided:

“There are gas, electric, phone and fiber optic lines running parallel to the path that the lines for the light poles will need to be run. Parallel lines are riskier than perpendicular lines when it comes to trenching due to the fact that the existing lines for gas, electric, etc. are seldom straight, they tend to zig zag and get in the way of the trenching line several times along the trenching path. In our experience, the likelihood of hitting one or more lines during trenching is very high. Boring reduces the risk significantly since the disturbed earth is much less and by controlling the depth of the boring, the risk is reduced further. There is no risk-free solution when it comes to underground wiring, but in this case, boring is a significantly safer option.”

The funds to cover this expense come from the Public Works Capital fund.

The Public Works Committee has reviewed this quote and recommend that the City Council approve it.

RECOMMENDATION

Motion to approve quote from Guth Electric for \$29,250 to install five decorative street lights.



PO Box 235
 Northfield, MN 55057
 (507) 645-9760
 office@guthelectric.com

Estimate

ESTIMATE#	1027044840
DATE	09/08/2023
PO#	

CUSTOMER
City of Dundas 100 Railway Street N Dundas MN 55019 (507) 645-8062

SERVICE LOCATION
City of Dundas 100 Railway Street N Dundas MN 55019 (507) 645-8062

DESCRIPTION	
	Install 5 light poles along Railway St. in locations as marked. Includes the following: - directional underground boring from electrical panel to each of the light pole locations (765ft total distance). - Install underground 1 1/4" conduit with 6 surfacing points (one for each pole and one by the electrical panel). - Dig hole for each light pole and install 5 cement bases, 24"x 60" each with anchor bolts. - Install light fixtures on poles and poles in bases. - Run wiring from electrical panel to each pole location (3 x #10 THHN wires) connect photo-eye and test. - Includes electrical permit Cost summary: Directional underground boring sub-contract - \$20,535 Cement bases - \$3,260 Wiring and installation of light poles including project - \$5,455 Total - \$29,250

Estimate		
Description	Rate	Total
Project Estimate		29,250.00

CUSTOMER MESSAGE
Note: Job requires 50% payment upon approval.

Estimate Total: \$29,250.00



City of Dundas
Public Works Staff Meeting / City Engineer Update 10/04/23
October 5, 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.
- Modification work to the catch basin near the Dundas Dome driveway. Structure cannot be lowered. Lower grade around casting and structure and rip rap area. Regrade from road and Dundas Dome swale to improve drainage with the possible addition of a concrete flume from street to catch basin. Staff is developing a concept plan for this work. Staff is preparing a plan to send out for quotes.

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.

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.
- Funding was to be administered on 8-1. Correspondence with MnDOT indicates that the State is still working through the process to get funding administered with no date set at this time.

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.
- Caron Fence completed the fence work at the dog park except for the bottom rail.

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.
- ***Memo to authorize plans and specifications will be brought to Council 10-9.***

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.
- 7-24-23 Council approved a not to exceed limit of \$12,000 for spray patching to perform street maintenance on street areas damaged over the winter/spring. Because the contractor bills for this work hourly, staff have prioritized the repair areas based on severity of damage. ***The spray patching work began on 10-2-23. Work completed by 10-13-23.***

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.
- The preliminary floor plan would include information such as garage door, service door and window placement. Final design would be the responsibility of the contractor.
- Project information and proposed quote package for building and site grading were brought to Council for review at the May 22nd Council meeting.
- Council awarded the contract to Raw Construction, LLC for the site grading on 7-10-23. ***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 was reviewed by the Public Works Committee on 10-4-23.***

14. Preliminary Effluent Review

- 7-25-22 Council approved a proposal to complete the preliminary effluent review.
- 1-5-23 Staff has started work on the review.
- 6-22-23 Preliminary Effluent Review Request was sent to the MPCA. Staff is waiting to receive the information required to complete the review. The information will be presented to Council once the review is completed.
- ***Staff have received the response from the MPCA. The information is being reviewed and will be presented to Council at a future meeting.***

15. Sanitary Sewer and Water Comprehensive Plan

- 1-5-23 Staff has started on the comprehensive plan. The work is budgeted for 2023 in the enterprise fund budget. Draft plans will be complete by the end of September.

16. 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.

17. 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.***



**NOTICE OF CLOSED MEETING
CITY COUNCIL FOR THE CITY OF DUNDAS, MINNESOTA**

Date/Time: Monday, October 9, 2023, at 7:00 p.m.

Location: Dundas City Hall
100 Railway Street North
Dundas, Minnesota 55019

Subject: The Dundas City Council will conduct the annual performance review of the City Administrator

Basis: The Dundas City Council will meet in a closed meeting, which is not open to the public. The closure is pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3) (conduct the annual performance review of the City Administrator)