

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

- 1. Call to Order/Pledge Allegiance**
- 2. Roll Call:** Mayor Glenn Switzer; Councilors Ashley Gallagher, Luke LaCroix, Grant Modory, Luke Swartwood
- 3. Public Forum**
- 4. Approval of Agenda\***  
**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
- 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 February 13, 2023\*
  - b. Consider Approving Separation Agreement\*
  - c. Resolution 2023-07\* A Resolution Accepting Donation from the Dundas Baseball Association
  - d. Disbursements\* - \$52,190.00**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
- 6. Old Business**
- 7. Ordinances and Resolutions**
- 8. New Business**
  - a. Consider Appointing Nicole Portillo to the Position of Office Manager\*  
**Motion by \_\_\_\_\_, second by \_\_\_\_\_**
- 9. Reports of Officers, Boards and Committees**
  - a. City Attorney
  - b. City Engineer\*
  - c. City Administrator/Clerk
  - d. Mayor, Councilors and Committees
- 10. Announcements**
  - a. City Council Meeting – Monday, March 13 and March 27 at 7:00 pm. City Hall
  - b. Park & Recreation Advisory Board – Tuesday, March 14 at 7:00 p.m. City Hall
  - c. Planning Commission Meeting – Thursday, March 16 at 7:00 p.m. at City Hall
- 11. Work Session**
  - a. Review Dog Park Concept Plan\*
  - b. Review Preliminary Site Plan of Public Works Cold Storage Building\*
  - c. Discuss Pavement Management Plan Costs\*
- 12. Adjourn**

DUNDAS CITY COUNCIL  
REGULAR MEETING MINUTES

Monday, February 13, 2023

7:00 p.m. City Hall

**UNOFFICIAL MINUTES**

Present: Councilors Ashley Gallagher, Luke LaCroix, Grant Modory, Luke Swartwood

Absent: Mayor Glenn Switzer

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

**CALL TO ORDER**

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

**PUBLIC FORUM** - Nothing presented to Council

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

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

**Regular Minutes of January 23, 2023;**

**Resolution 2023-06 A Resolution Delegating Authority to Make Electronic Transfers and Payment of Claims Prior to Council Approval to the City Administrator and their Designees for 2023;**

**Disbursements - \$562,040.07. MCU**

**OLD BUSINESS** - Nothing brought before Council.

**ORDINANCES AND RESOLUTIONS** - No ordinance or resolution brought before Council.

**NEW BUSINESS**

Consider Approving Contract with Eckberg Lammers for Criminal Prosecution Services

Administrator Teppen stated the City had previously entered into a contract with Eckberg Lammers for criminal prosecution services from 2018-2021 with an additional coverage through 2022. She said the new Agreement is for the period 2023 through 2027 with an annual flat fee of \$7,900 for 2023 increasing 3.0% each year thereafter.

**Motion by LaCroix, second by Gallagher, to approving entering into an Agreement for criminal prosecution services with the Law Firm of Eckberg Lammers, PC of Stillwater, Minnesota, for the period January 2023 through December 2027; and authorizing the Mayor and City Administrator to sign the Agreement. MCU**

Consider Accepting the 2022 Pavement Management Plan Report

City Engineer Dustin Tipp stated that in 2022, following approval of a proposal from WSB, WSB staff completed detailed, visual inspections of all roadways within the City to assess the condition of the City's pavement infrastructure. He stated the data collected was used to generate the 2022 Pavement Management Report, which outlines the condition of each segment of roadway within the City and recommends maintenance and rehabilitation activities to extend the life of the pavement. He reviewed the Pavement Management Report and said that it will allow staff to plan and budget for future roadway maintenance projects, that ultimately extend the life of the pavement in a way that minimizes costs to taxpayers. He further stated the information in the 2022 Pavement Management Report was review by Council at the Council Meeting on January 23, 2023.

**Motion by Swartwood, second by LaCroix, to accept the 2022 Pavement Management Plan Report as presented by City Engineer Tipp of WSB, Inc. MCU**

NEW BUSINESS (con't)

Consider Proposed Restructuring of Office Staff Positions

Administrator Teppen informed Council in an effort to divide office related tasks more equitably between the two existing office positions, she met with the Council’s Human Resources Committee and proposed two new job positions with descriptions. She noted the current positions of Deputy City Clerk and Office Assistant are proposed to be eliminated with replacement positions of a full time Office Manager at 40 hours a week and a parttime Administrative Assistant at 28 hours per week. She stated currently the Deputy City Clerk is 32 hour/week and the Office Assistant is 40 hour/week.

Teppen reported the grade and pay range will remain the same between the current positions and the proposed positions. She stated it will be necessary for the incumbents in the current positions to apply for either position. She stated the Human Resources Committee met, reviewed and recommends approval.

**Motion by Modory, second by LaCroix, to approve the elimination of the current positions of Deputy City Clerk and Office Assistant and restructure with a full time Office Manager position at 40 hours a week and a part-time Administrative Assistant at 28 hours a week with authorization to begin recruiting. MCU**

**REPORTS OF OFFICERS, BOARDS, AND COMMITTEES**

City Engineer – Justin Tipp

Tipp review his report stating the trees have been removed from the pond north of County Rd 1 with excavation beginning next week. He stated next Council meeting February 27 will have Work Session to review and discuss concept plan for relocating dog park, review of schedule and cost of the Pavement Management Plan, and presentation of preliminary site plan for Public Works cold storage building.

ADJOURN

**Motion by Gallagher, second by Swartwood, to adjourn the meeting at 7:13 p.m.**

Submitted by:

Attest:

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

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

## SEPARATION AGREEMENT AND RELEASE OF CLAIMS

**THIS SEPARATION AGREEMENT AND RELEASE OF CLAIMS** ("Agreement") is entered into by and between **Linda Ripka** ("Employee") and the **City of Dundas**, a Minnesota municipal corporation ("City"). Employee and the City are collectively referred to as the parties.

**WHEREAS**, the City currently employs Employee as the Deputy City Clerk; and

**WHEREAS**, the parties are entering into this Agreement because Employee and the City mutually desire to conclude their employment relationship in an amicable manner and to resolve any potential claims or conflicts.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the relinquishment of certain legal rights, and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Resignation of Employment.** Employee agrees that she will resign her employment. The Employee's last date of employment with the City is **March 4**, 2023.
2. **Severance Payments.** Employee shall receive the following payments from the City upon separation from employment with the City:
  - A. Six months of salary (1,040 x \$28.90) paid as one lump sum of \$30,056 within seven (7) business days following the expiration of the revocation and rescission periods set forth herein. The lump sum will be characterized as income and will be subject to applicable taxes and customary withholdings for the Employee.
  - B. Payment of accrued and unused vacation, sick leave, or other compensatory or paid time off, in the amount of \$ **at rate** of \$28.90/hr effective January 1, 2023.
  - C. The Employee may elect any voluntary deductions from either form of compensation. Mn Deferred Compensation Plan \$30,000
3. **Insurance Stipend.** The City will pay the insurance stipend of \$813 per month for six months. This payment will be made in one lump sum of \$4,878 at the same time as payment is made per Paragraph 2, above.
4. **No Further Claim to Compensation.** This Agreement fully and completely satisfies any and all obligations between Employee and the City that arise out of or relate to Employee's employment, except for her final paycheck to be paid on **March 8**, 2023. Employee has no claim to any compensation from the City, in any form, beyond the compensation that is specifically described in Paragraphs 2 through 4 of this Agreement.
5. **Release of Claims by Employee.** In consideration of the terms and benefits described in this Agreement, and as an inducement for the City to enter into this Agreement, Employee

hereby fully and completely releases, acquits, and forever discharges the City, its current and former Council members, its current and former officers, its current and former employees, and its current and former agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims, regardless of whether they are known or unknown, direct or indirect, asserted or unasserted, that arise out of or relate to any action, decision, event, fact, or circumstance relating to or arising out of her employment occurring before Employee signs this Agreement. Employee understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on or arise under any federal or state law, including but not limited to the federal constitution, the state constitution, and any federal or state statute, regulation, rule, or common law.

6. **Claims Not Waived.** By signing this Agreement, neither the City nor Employee is releasing or waiving any rights or claims that are based solely on events that occur after this Agreement is signed, or any right to institute legal action for the purpose of enforcing this Agreement. Additionally, Employee does not waive the following: (a) any right to apply for unemployment compensation benefits; (b) any claims arising under the Workers' Compensation Act; or (c) any right to file a charge with a governmental agency, including the Equal Employment Opportunity Commission, although Employee agrees that she will not be able to recover any award of compensation, damages, or any other monies if she files a charge or complaint or has a charge or complaint filed on her behalf with any federal, state, or local government agency.
7. **Acceptance Period.** Employee has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Employee is advised to seek the advice of legal counsel regarding this Agreement. If Employee signs this Agreement before twenty-one (21) calendar days have elapsed from the date on which she first received a copy of the Agreement to review, she will be voluntarily waiving her right to the twenty-one (21) day review period.
8. **Revocation Under the ADEA.** Employee recognizes that by signing this Agreement she is waiving and releasing any employment discrimination, retaliation, or other claims that she might have under the Age Discrimination in Employment Act ("ADEA"). After Employee signs this Agreement, she will have seven (7) calendar days to revoke her waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be delivered to the City Attorney's office, attention Jared Shepherd, either personally or by United States mail within the seven (7) day period. If delivered by mail, the revocation must be postmarked within the seven (7) day period, properly addressed to Campbell Knutson, P.A, Grand Oak Office Center I, 860 Blue Gentian Road, Suite 290, Eagan, MN 55121 and sent by certified mail, return receipt requested.
9. **Rescission Under the MHRA.** Employee recognizes that by signing this Agreement she is waiving and releasing any employment discrimination and retaliation claims that she might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA (Minnesota Statutes § 363A.31), Employee has the right to rescind her release of claims in

writing within fifteen (15) calendar days after signing it. This right of rescission applies only to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to the City Attorney's office, attention Jared Shepherd, either personally or by United States mail within the fifteen (15) day period. If delivered by mail, the rescission must be postmarked within the fifteen (15) day period, properly addressed to Campbell Knutson, P.A, Grand Oak Office Center I, 860 Blue Gentian Road, Suite 290, Eagan, MN 55121 and sent by certified mail, return receipt requested.

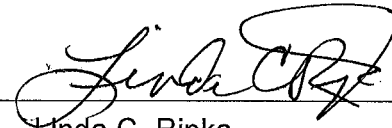
10. **Effect of Rescission of Release of Claims.** If Employee revokes or rescinds any part of the Release of All Claims in this Agreement, paragraphs 2 and 3 of this Agreement will automatically be rescinded without further action by either party.
11. **Return of Property.** Upon separation from employment, Employee agrees to immediately return any City property that is in Employee's possession including but not limited to: any computer, printer, fax, phone or other communication device, ID badge, and keys. The City will provide Employee with a reasonable opportunity to remove Employee's personal effects from Employee's office in a manner that is not embarrassing and at a time when other City staff are not present.
12. **Right to Representation by Counsel.** Employee acknowledges that she has had the right to representation by legal counsel of her own choosing with respect to this Agreement and all matters covered by and relating to it. Employee further agrees and represents that she has not received or relied upon any advice or representations by the City or the City's counsel in entering into this Agreement. The parties acknowledge that they have consulted with their own legal counsel, that they have thoroughly read and understand the terms of this Agreement, and that they are voluntarily entering into this Agreement.
13. **No Admission of Wrongdoing.** Nothing in this Agreement may be construed to be an admission of liability or wrongdoing by, against, or on behalf of the City or Employee. Any form of wrongdoing or liability is expressly denied by the City and its representatives and by Employee and her representatives.
14. **Choice of Law, Forum, and Severability.** This Agreement is governed by the laws of the State of Minnesota regardless of Employee's domicile or status as a resident of Minnesota or any other state. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to Employee's employment and separation from employment with the City. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing and signed by all parties. A copy of this Agreement will have the same legal effect as the original.

16. Acceptance. This agreement is specifically conditioned upon acceptance by the Dundas City Council by March 1, 2023.

**IN WITNESS WHEREOF**, the parties have approved and executed this Agreement on the dates shown by their signatures.

**EMPLOYEE**

Date: 2.15.2023

By:   
Linda C. Ripka

**CITY OF DUNDAS**

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

By: \_\_\_\_\_  
Glenn Switzer, Mayor

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

And: \_\_\_\_\_  
Jenelle Teppen, City Administrator

**CITY OF DUNDAS  
COUNTY OF RICE  
STATE OF MINNESOTA  
RESOLUTION NUMBER 2023-07**

*A Resolution Accepting Donations from the  
Dundas Baseball Association*

**WHEREAS**, The City of Dundas (the “City”) is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

**WHEREAS**, the Dundas Baseball Association, Dundas, Minnesota, have proposed contributing \$8,132.23 (eight thousand, one hundred, thirty-two dollars and twenty-three cents) to the City of Dundas; and

**WHEREAS**, the City Council of the City of Dundas agrees that said contribution would be of benefit to the citizens of Dundas;

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Dundas hereby acknowledges and agrees to accept said donation of \$8,182.23 from the Dundas Baseball Association;

**BE IT FURTHER RESOLVED THAT** the Council designates said donation be used for activities and facilities for youth, playground equipment, and expenditures for police or public services as allowed by law.

**ADOPTED BY** the City Council of Dundas, Minnesota, on this 27th day of February 2023.

**CITY OF DUNDAS BY:**

**ATTEST:**

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

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

Resolution 2023-07



**CITY OF DUNDAS DISBURSEMENT REPORT**  
**Council Meeting February 27, 2023**

<b>DATE</b>	<b>PAYABLE</b>	<b>AMOUNT</b>
2/24/2023	PERA	\$4,309.85
2/24/2023	State of MN Empower Retirement	\$600.00
2/22/2023	MN Dept of Revenue	\$1,355.50
2/16/2023	MN Dept of Revenue	\$1,215.00
2/24/2023	IRS	\$6,178.61
2/23/2023	Payroll PP# 4 Employees	\$20,024.00
	<b>Sub Total Paid Payroll and Sales Liabilities</b>	<b>\$33,682.96</b>
2/24/2023	Cardmember Service	\$834.78
2/23/2023	NEXTIVA VOIP	\$189.70
2/23/2023	2023 Invoices - Payment February 27, 2023	\$17,482.56
	<b>Sub Total Paid Claims and Service Liabilities</b>	<b>\$18,507.04</b>
<b>TOTAL</b>	<b>Disbursement for February 27, 2023</b>	<b>\$52,190.00</b>

CITY OF DUNDAS

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Payments

Current Period: February 2023

Payments Batch Pay022723		\$17,482.56	
Refer	0 MINNESOTA VALLEY TESTING LA	-	
Cash Payment	E 601-49400-310 Professional Services	Coliform Colilert - Water Testing	\$53.21
Invoice	1185682 2/9/2023		
Transaction Date	2/9/2023	Frandsen Bank 10100	<b>Total</b> \$53.21
Refer	0 MN PEIP	-	
Cash Payment	G 101-21711 Dental Insurance	Dental	\$187.11
Invoice	1261634 2/10/2023		
Cash Payment	G 101-21712 Life Insurance	Life	\$21.15
Invoice	1261634 2/10/2023		
Cash Payment	G 101-21706 Hospitalization/Medical Ins	Health	\$6,236.17
Invoice	1261634 2/10/2023		
Transaction Date	2/10/2023	Frandsen Bank 10100	<b>Total</b> \$6,444.43
Refer	0 Municipal Inspections Inc	-	
Cash Payment	E 101-42400-311 Bldg Permit Expense	Permit 4739 Fees	\$426.88
Invoice	4739 2/16/2023		
Cash Payment	E 101-42400-311 Bldg Permit Expense	Permit 7236 Fees	\$240.43
Invoice	7236 2/12/2023		
Cash Payment	E 101-42400-312 Plan Review Expense	Permit 7236 Fees	\$1,041.87
Invoice	7236 2/12/2023		
Cash Payment	E 101-42400-315 Plumbing Permit Expens	Permit 7236 Fees	\$11.18
Invoice	7236 2/12/2023		
Cash Payment	E 101-42400-314 Mechanical Permit Expe	Permit 7236 Fees	\$10.13
Invoice	7236 2/12/2023		
Transaction Date	2/16/2023	Frandsen Bank 10100	<b>Total</b> \$1,730.49
Refer	0 NAPA	-	
Cash Payment	E 101-42100-400 Repairs and Maintenanc	Windshield Wipers	\$35.74
Invoice	823015 2/16/2023		
Transaction Date	2/16/2023	Frandsen Bank 10100	<b>Total</b> \$35.74
Refer	0 NCPERS GROUP LIFE INS	-	
Cash Payment	G 101-21712 Life Insurance	Life Insurance Mar 2023	\$48.00
Invoice	433600032023 2/1/2023		
Transaction Date	2/1/2023	Frandsen Bank 10100	<b>Total</b> \$48.00
Refer	0 STREICHERS	-	
Cash Payment	E 101-42100-217 Uniforms	T Johnson Vest - Uniform	\$1,736.99
Invoice	11616085 2/9/2023		
Cash Payment	E 101-42100-217 Uniforms	M Summer Vest - Uniform	\$1,736.99
Invoice	11615599 2/7/2023		
Transaction Date	2/9/2023	Frandsen Bank 10100	<b>Total</b> \$3,473.98
Refer	0 SERVICEMASTER BY AYOTTE	-	
Cash Payment	E 101-41000-440 Cleaning Service	Janitorial Services - City Hall	\$106.68
Invoice	910141 2/16/2023		
Transaction Date	2/16/2023	Frandsen Bank 10100	<b>Total</b> \$106.68
Refer	0 VERIZON	-	
Cash Payment	E 101-42100-321 Telephone & Communi	PD Phone Services	\$128.43
Invoice	9927532051 2/11/2023		

CITY OF DUNDAS

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Payments

Current Period: February 2023

Transaction Date	2/11/2023	Frandsen Bank	10100	<b>Total</b>	\$128.43
Refer	0 ZARNOTH BRUSH WORKS INC	-			
Cash Payment	E 101-43100-400 Repairs and Maintenanc	Bobcat 68x32 poly wafer broom refill			\$538.45
Invoice	0192669IN	2/7/2023			
Transaction Date	2/7/2023	Frandsen Bank	10100	<b>Total</b>	\$538.45
Refer	0 ALDRICH TECNNOLGY CONSULT	-			
Cash Payment	E 101-41000-309 EDP, Software and Desi	Microsoft Exchange Online (Plan 2 ) - Monthly			\$160.00
Invoice	8048	2/21/2023			
Transaction Date	2/21/2023	Frandsen Bank	10100	<b>Total</b>	\$160.00
Refer	0 AFLAC	-			
Cash Payment	G 101-21710 Other Deductions	Employee Reimbursement HB065			\$367.62
Invoice	719466	2/13/2023			
Transaction Date	2/13/2023	Frandsen Bank	10100	<b>Total</b>	\$367.62
Refer	0 AMAZON CAPITAL SERVICES	-			
Cash Payment	E 101-41000-200 Supplies	ExcelMark A1539 Copy Self-Inking Stamp - Red Ink			\$10.99
Invoice	19TGWCMCKJQV	2/10/2023			
Cash Payment	E 602-49450-200 Supplies	28 lb Copy Paper, 11 x 17			\$24.49
Invoice	19TGWCMCKJQV	2/10/2023			
Transaction Date	2/10/2023	Frandsen Bank	10100	<b>Total</b>	\$35.48
Refer	0 BY ALL MEANS GRAPHICS	-			
Cash Payment	E 101-42100-200 Supplies	2,50 sheet pads, 2 part NCR, 4.25x7, black/black numbering 4			\$102.60
Invoice	15949	2/9/2023			
Transaction Date	2/9/2023	Frandsen Bank	10100	<b>Total</b>	\$102.60
Refer	0 CAR TIME AUTO SERVICE CENTE	-			
Cash Payment	E 101-42100-400 Repairs and Maintenanc	'17 Ford Explorer Oil Change Tire Rotation			\$73.71
Invoice	255936	2/7/2023			
Transaction Date	2/7/2023	Frandsen Bank	10100	<b>Total</b>	\$73.71
Refer	0 EPIC ENTERPRISES, INC	-			
Cash Payment	E 101-42100-440 Cleaning Service	Hourly Cleaning			\$26.85
Invoice	15983	2/6/2023			
Cash Payment	E 101-43100-440 Cleaning Service	Hourly Cleaning			\$26.85
Invoice	15983	2/6/2023			
Transaction Date	2/6/2023	Frandsen Bank	10100	<b>Total</b>	\$53.70
Refer	0 ASHLEY GALLAGHER	-			
Cash Payment	E 101-41110-208 Training and Licensing	LMC Training + Hotel			\$167.15
Invoice	23-Feb	2/10/2023			
Transaction Date	2/10/2023	Frandsen Bank	10100	<b>Total</b>	\$167.15
Refer	0 KWIK TRIP INC	-			
Cash Payment	E 101-42100-418 Vehicle Fuels	PD Fuel			\$491.23
Invoice	Jan23 PD	2/2/2023			
Transaction Date	2/2/2023	Frandsen Bank	10100	<b>Total</b>	\$491.23
Refer	0 MENARDS, INC	-			

CITY OF DUNDAS

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Payments

Current Period: February 2023

Cash Payment	E 101-43100-200	Supplies	HOOK CLEVIS GRAB G70 5/16 2 ' AL STEP LADDER T1A		\$46.37
Invoice 41588		2/7/2023			
Transaction Date	2/7/2023		Frandsen Bank	10100	<b>Total</b> \$46.37
Refer	0	KWIK TRIP INC			
Cash Payment	E 101-43100-418	Vehicle Fuels	PW Fuel		\$1,439.03
Invoice Jan23 PW		2/2/2023			
Transaction Date	2/2/2023		Frandsen Bank	10100	<b>Total</b> \$1,439.03
Refer	0	MENARDS, INC			
Cash Payment	E 101-43100-200	Supplies	VENOM NITRILE 100CT L-XL DUCK GEN PURP 1 D 1.41X60		\$43.96
Invoice 42032		2/15/2023			
Cash Payment	E 101-41000-200	Supplies	UTILITY P R O - C E R A M I C HTR		\$54.99
Invoice 42032		2/15/2023			
Cash Payment	E 101-43100-200	Supplies	1/2 X 5' SCH 40 PVC OZ PVC HANDY PACK PVC CAP 1/2 RISER EXTE		\$26.11
Invoice 42116		2/16/2023			
Transaction Date	2/15/2023		Frandsen Bank	10100	<b>Total</b> \$125.06
Refer	0	MN DEPARTMENT OF HEALTH			
Cash Payment	G 601-20810	MN Connection Fee	For Period: 01/01/2023-03/31/2023		\$1,798.20
Invoice 2023Q1		2/16/2023			
Transaction Date	2/16/2023		Frandsen Bank	10100	<b>Total</b> \$1,798.20
Refer	0	MIDWEST WATER SPECIALTY, INC			
Cash Payment	E 101-41000-200	Supplies	Water		\$7.00
Invoice 117553		2/17/2023			
Cash Payment	E 101-42100-200	Supplies	Water		\$14.00
Invoice 117553		2/17/2023			
Cash Payment	E 101-43100-200	Supplies	Water		\$14.00
Invoice 117553		2/17/2023			
Cash Payment	E 101-41000-200	Supplies	Water		\$28.00
Invoice 117403		1/24/2023			
Transaction Date	2/17/2023		Frandsen Bank	10100	<b>Total</b> \$63.00

Fund Summary

	10100 Frandsen Bank	
101 GENERAL FUND		\$15,606.66
601 WATER		\$1,851.41
602 SEWER		\$24.49
		<u>\$17,482.56</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$17,482.56
<b>Total</b>	<u>\$17,482.56</u>



## REQUEST FOR CITY COUNCIL ACTION

TO: City Council Members  
FROM: Jenelle Teppen, City Administrator  
SUBJECT: Consider Appointing Nicole Portillo to Office Manager Position  
DATE: For the City Council Meeting of February 27, 2023

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### PURPOSE/ACTION REQUESTED

Consider appointing Nicole Portillo to the position of Office Manager.

### SUMMARY

The City Council approved the Office Manager position description at its February 13 meeting. The position vacancy was posted and one application was received.

Nicole has been with the City since February 2020 in the position of Office Assistant and has completed two of the required three years towards completion of the Minnesota City Clerks certification. She has performed all aspects of the Office Assistant position well and does not hesitate to take on tasks and projects asked of her.

### RECOMMENDATION

Motion to appoint Nicole Portillo to the position of Office Manager.



**City of Dundas**  
**Public Works Staff Meeting / City Engineer Update 02/22/23**

**February 23, 2023**  
**Agenda**

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

1. 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.
    - Rice County will install the pedestrian crossing signs on Hester Street at the 1<sup>st</sup> Street intersection this spring. Private utility conflicts exist in the boulevards and further investigation is required to determine sign locations.
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. Menard has finalized the grading and maintenance easement documents. 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.
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.
5. 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 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 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.
- A portion of the \$121,900 capital expenditure budgeted for Sidewalk/Trail in 2021 is to further preliminary design of these crossing concepts.
- 12-21-22 Staff submitted the AT Grant Application to MnDOT. Funding award letters will be sent out for selected projects on March 24, 2023.

#### 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 was moved to the 2024 CIP
- Staff has completed excavation of the parking lot area and placement of gravel base. The gravel was installed to design elevations that will allow it to be paved with a future project.
- A preliminary plan and dog park layout was presented to the Parks and Recreation Advisory Board on 7-12-22.
- The concept plan was reviewed at the Parks and Recreation Advisory Board meeting on 9-13-22 by a representative from Canines at Play, who approved of the plan. ***The concept plan will be presented at the February 27<sup>th</sup> Council Meeting and brought back to Council for approval at the March 13<sup>th</sup> meeting.***

#### 8. Forest Avenue and Depot Street

- Based on the soil borings for Forest Avenue, extensive pavement repair has been included in the CIP for 2023. Future construction will likely include pavement reclamation and a bituminous overlay.
- Based on pavement cores in the roadway on Depot Street from Hester Street to Forest Avenue, the recommendation for rehabilitation of the roadway is full pavement removal and replacement or full depth reclamation. Funding for the project has been identified in the CIP for 2024.
- Roadway patching will be done as necessary in problem areas on the two roadways until they are reconstructed with future projects.

#### 9. Mill Towns Trail Head Improvement Project

- All work is complete on the project except for the benches. Benches have a 10–12-week lead time and will be installed when they are received from the supplier.
- The Contractor expects to receive the benches from the supplier in early February. The bench installation is the only remaining item of work for the project.

#### 10. Northfield Wastewater Treatment

- Meeting was held with City of Northfield on 10/5/21 and 10/11/21

- 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 has prepared a plan for the repairs to the sewer system by Kwik Trip and Menards. Staff is looking at preliminary costs to evaluate the options.
- 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.
- 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.
- Northfield staff indicated that they are planning to hire a consultant in 2023 to review the Wastewater Agreement. They expect the consultant would suggest modifications to the Agreement to reflect growth projections for both the City of Northfield and the City of Dundas.
- 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. The information was presented at a Council work session on July 11<sup>th</sup>.
- 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.

#### 11. 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.
- 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.

#### 12. Regional Storm Water and Wetland

- This will be the next storm water pond cleaning project for the pond located south of County Road 1, adjacent to the dog park and north of County Road 1, east of Weaver Road; the focus for work at the regional pond will be clearing trees/brush and removing sediment.
- Quotes were received from 3 contractors for the work, with Sunram Construction, Inc. being the apparent low quote. Based on the prices received and the timing of the dog park relocation, staff has decided to only perform the work on the pond north of County Road 1 in 2023. The work in the pond south of County Road 1 will be completed in 2024/2025.
- 1-23-23 Council accepted the quotes and awarded the contract to Sunram Construction, Inc.
- ***The Contractor has completed the tree removals and pond excavation. Cleanup and stabilization work remains.***
- Project is identified in the CIP for 2023.



13. 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.

14. West Avenue Apartments

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

15. Pavement Management Plan

- 1-23-23 Plan was presented to Council.
- ***At the February 27<sup>th</sup> Council Meeting, a work session will be held to discuss costs associated with recommended maintenance activities.***

16. Public Works Cold Storage

- 1-18-23 City Staff that utilizes the existing public works building met to discuss the future cold storage building layout and dimensions. The preliminary figure will be revised based on the discussions. Staff will present the figure and building details at a future meeting.
- ***The preliminary site plan and building details will be presented to Council at the February 27<sup>th</sup> Council Meeting.***

17. 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.

18. 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.

19. 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.



## MEMORANDUM

To: Honorable Mayor and City Council  
Dundas, Minnesota

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

Date: February 27, 2023

Re: Work Session – ECRT Parking Lot and Dog Park Relocation

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### Introduction

Staff is recommending relocating the dog park from Schilling Park to the open space adjacent to the East Cannon River Trail, north of Everett Street. The concept plan for parking lot and dog park is attached.

### Background

Staff is proposing to relocate the dog park to utilize the open space adjacent to the East Cannon River Trail. To accommodate the dog park users, as well as bicyclist and pedestrians using the East Cannon River Trail, a paved asphalt parking lot is proposed as part of the improvements. The dog park relocation improvements would include a water source, fencing and portable restrooms. The concept plan allows for future expansion of the parking lot and dog park.

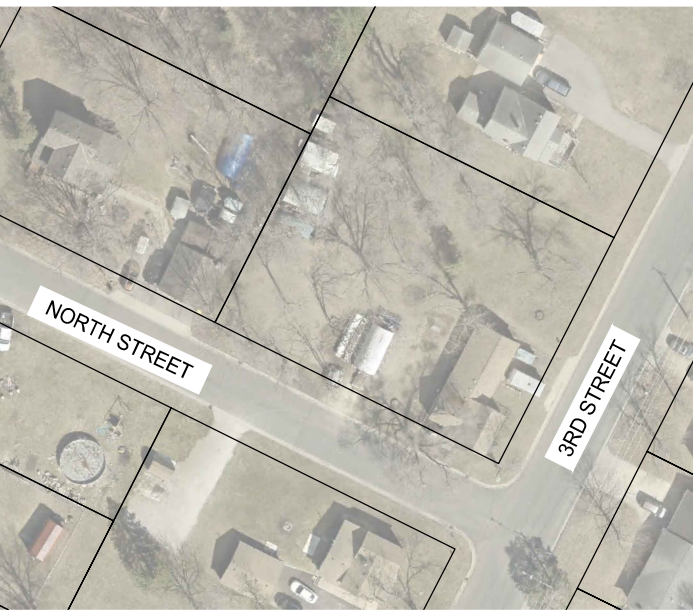
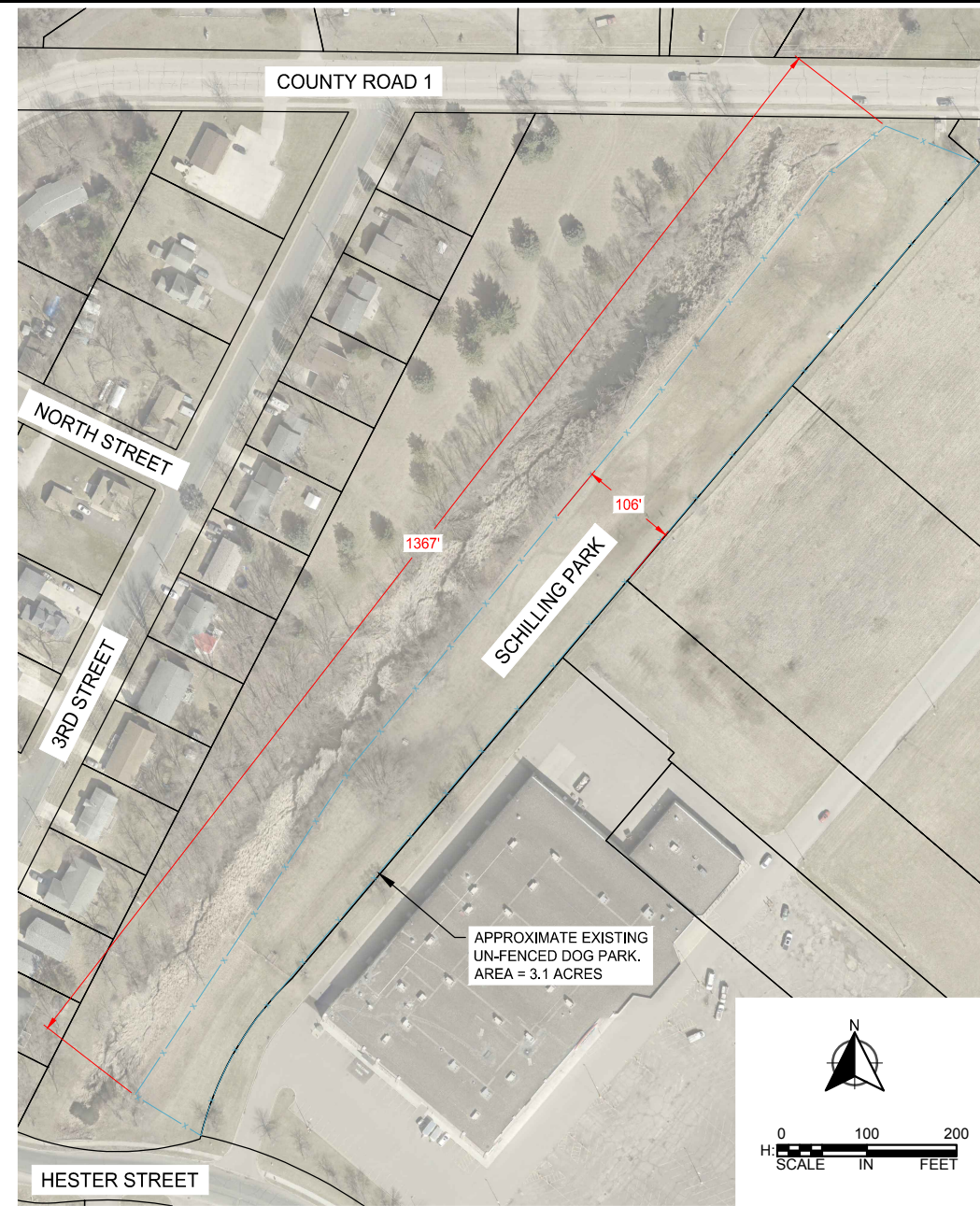
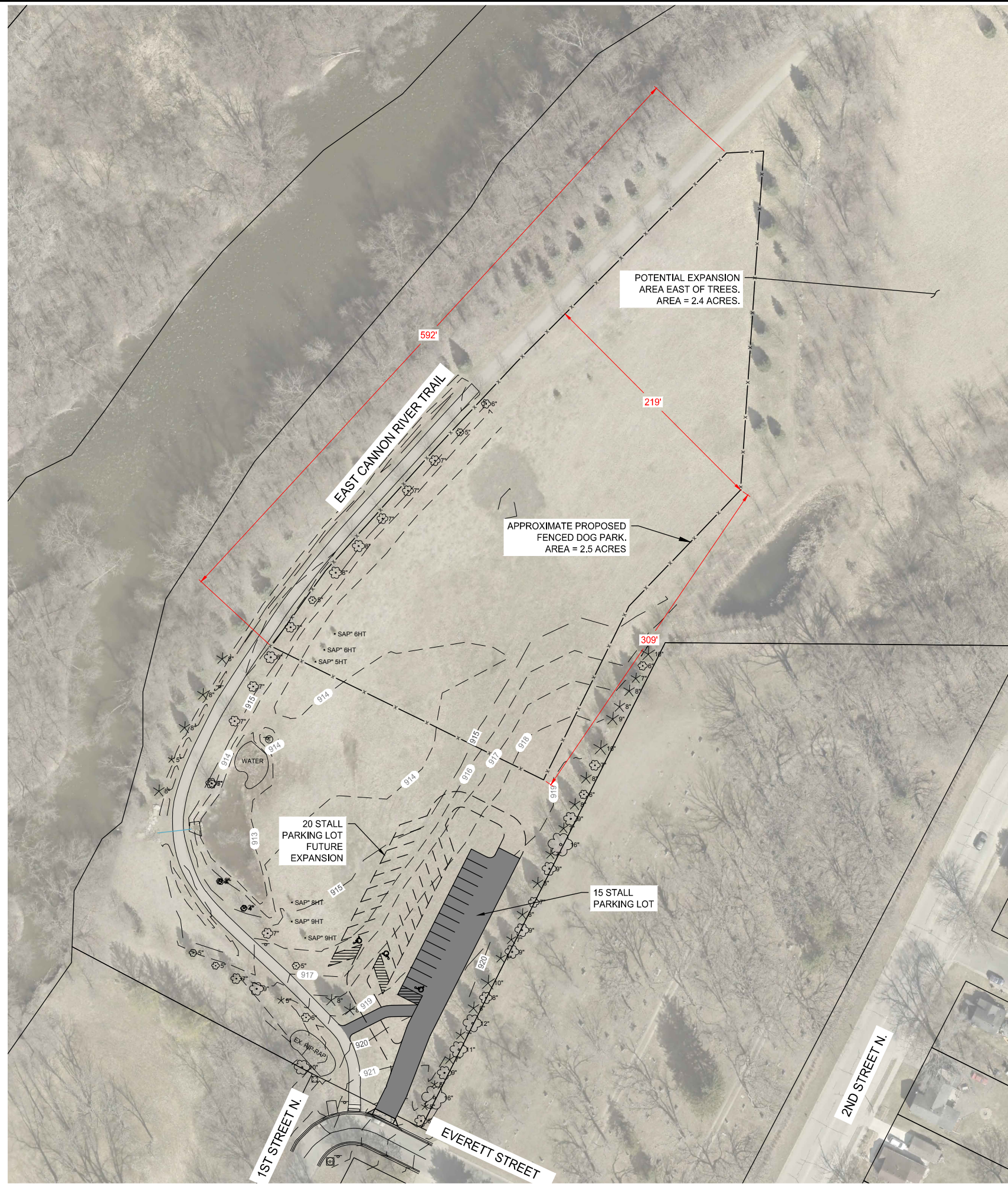
Canines at play reviewed and approved the concept plan at the Parks and Recreation Advisory Board meeting on September 13, 2022.

Funding for the proposed dog park relocation is identified in the CIP for 2023 and the parking lot improvements are identified in the CIP for 2024.

### Attachments

1. Concept Plan for the Parking Lot and Dog Park

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REVISIONS

NO.	DATE	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DUSTIN TRIPP  
 LIC. NO.: 56163  
 DATE: XX-XX-XXXX

DOG PARK AND PARKING LOT  
 CITY OF DUNDAS

## MEMORANDUM

To: Honorable Mayor and City Council  
Dundas, Minnesota

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

Date: February 27, 2023

Re: Work Session - Proposed Cold Storage Building

---

### Introduction

Public Works and Police met to discuss the uses, location and building details of the proposed cold storage building. The preliminary site plan is attached.

### Background

The recommended preliminary site plan and building layout allows for future expansion of the existing public works facilities, while maximizing the open space on the parcel for future use. Based on discussions with Staff, the proposed cold storage building would consist of the following:

- Post-frame engineered wood structure
- Building dimensions - 100'L x 60'W x 18'H
- 6-inch reinforced interior concrete slab
- Insulated roof
- 4 – 18'H x 14'W overhead doors
- Steel panel exterior on walls and roof

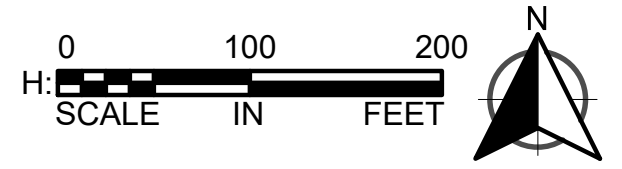
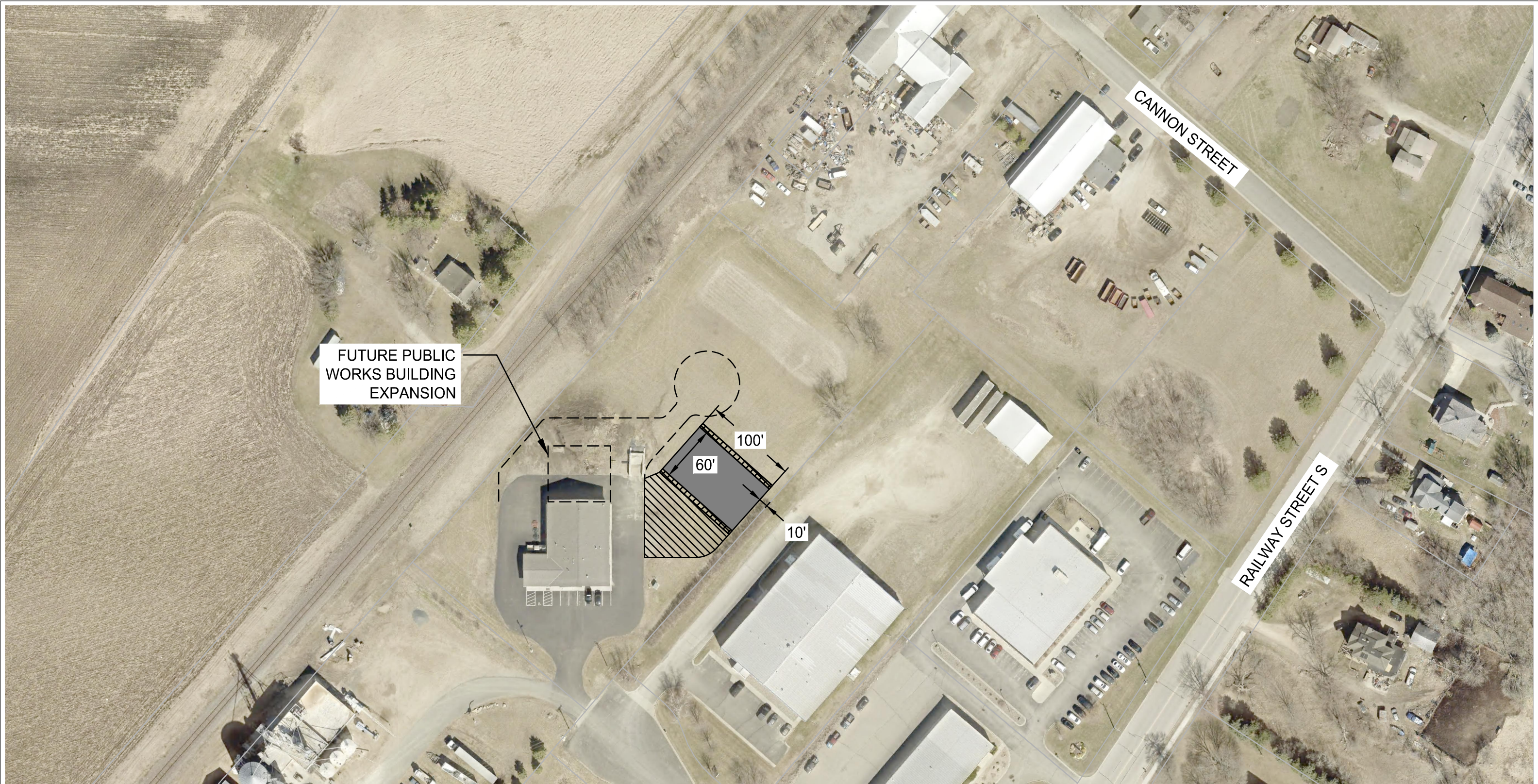
The proposed improvements would also include a paved asphalt surface for access to the building.

Funding for the proposed cold storage building is identified in the CIP for 2023.

### Attachments

1. Preliminary Building Layout
2. Similar Post-Frame Engineered Wood Structure Storage Buildings

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# Dundas Pavement Management Program Maintenance Protocols and Costs






February 27, 2023

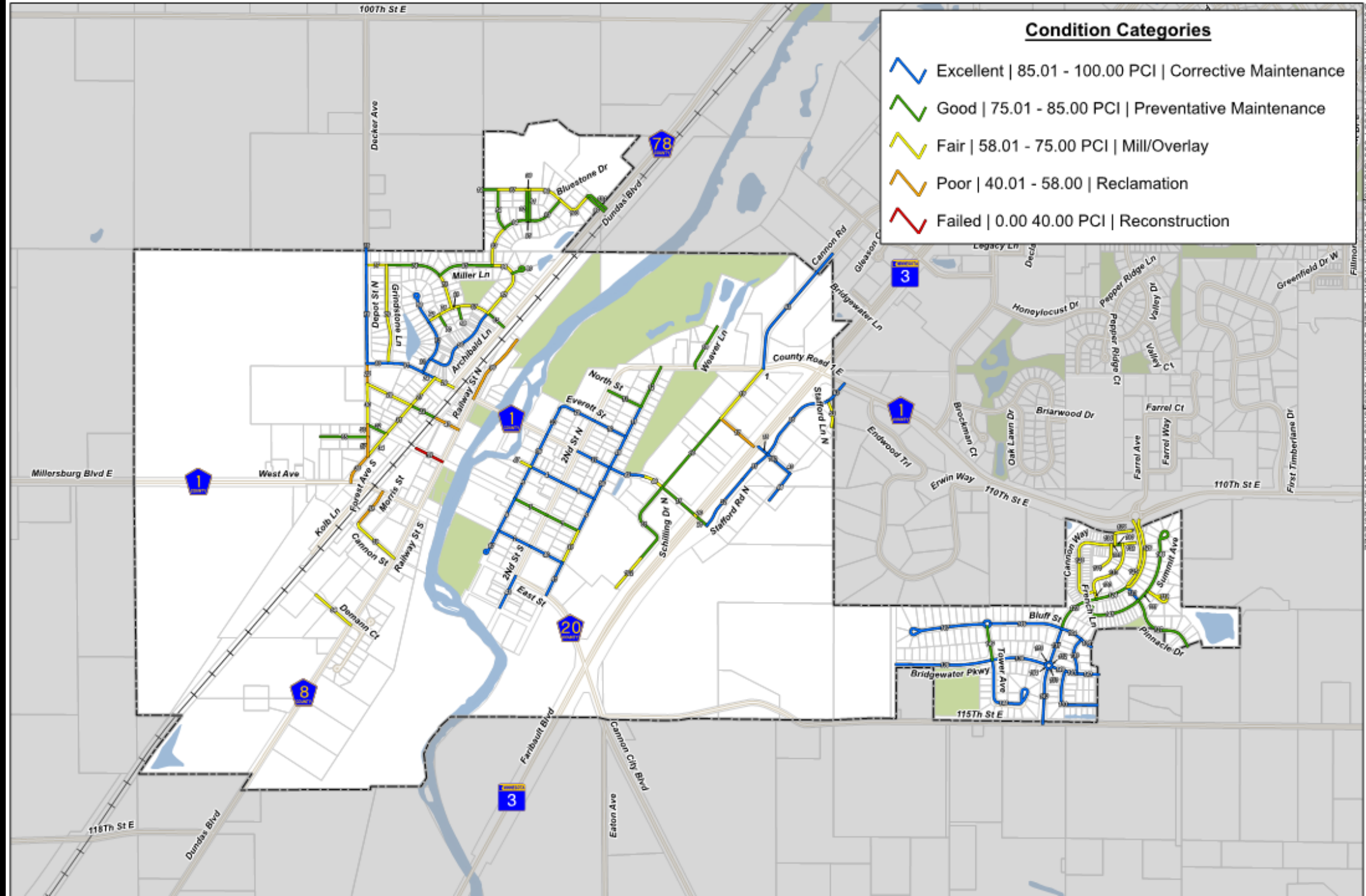




# 2022 Pavement Conditions

**Condition Categories**

-  Excellent | 85.01 - 100.00 PCI | Corrective Maintenance
-  Good | 75.01 - 85.00 PCI | Preventative Maintenance
-  Fair | 58.01 - 75.00 PCI | Mill/Overlay
-  Poor | 40.01 - 58.00 | Reclamation
-  Failed | 0.00 40.00 PCI | Reconstruction



# Current PCI

Condition Category	Recommended Maintenance	PCI Range	Percentage of City Streets	Mileage
Excellent	Corrective	85 - 100	42.3%	4.7 mi.
Good	Crack Seal and Chip Seal	75 – 85	25.2%	2.8 mi.
Fair	Mill and Overlay	58 - 75	26.1%	2.9 mi.
Poor	Reclamation	40 - 58	5.4%	0.6 mi.
Very Poor	Reconstruction	0 - 40	0.9%	0.1 mi.

- Approximately 11 miles of City streets
- Overall PCI rating for all City streets is 80.9

PERCENTAGE OF ROADWAY SURFACE AREA BY CONDITION CATEGORY





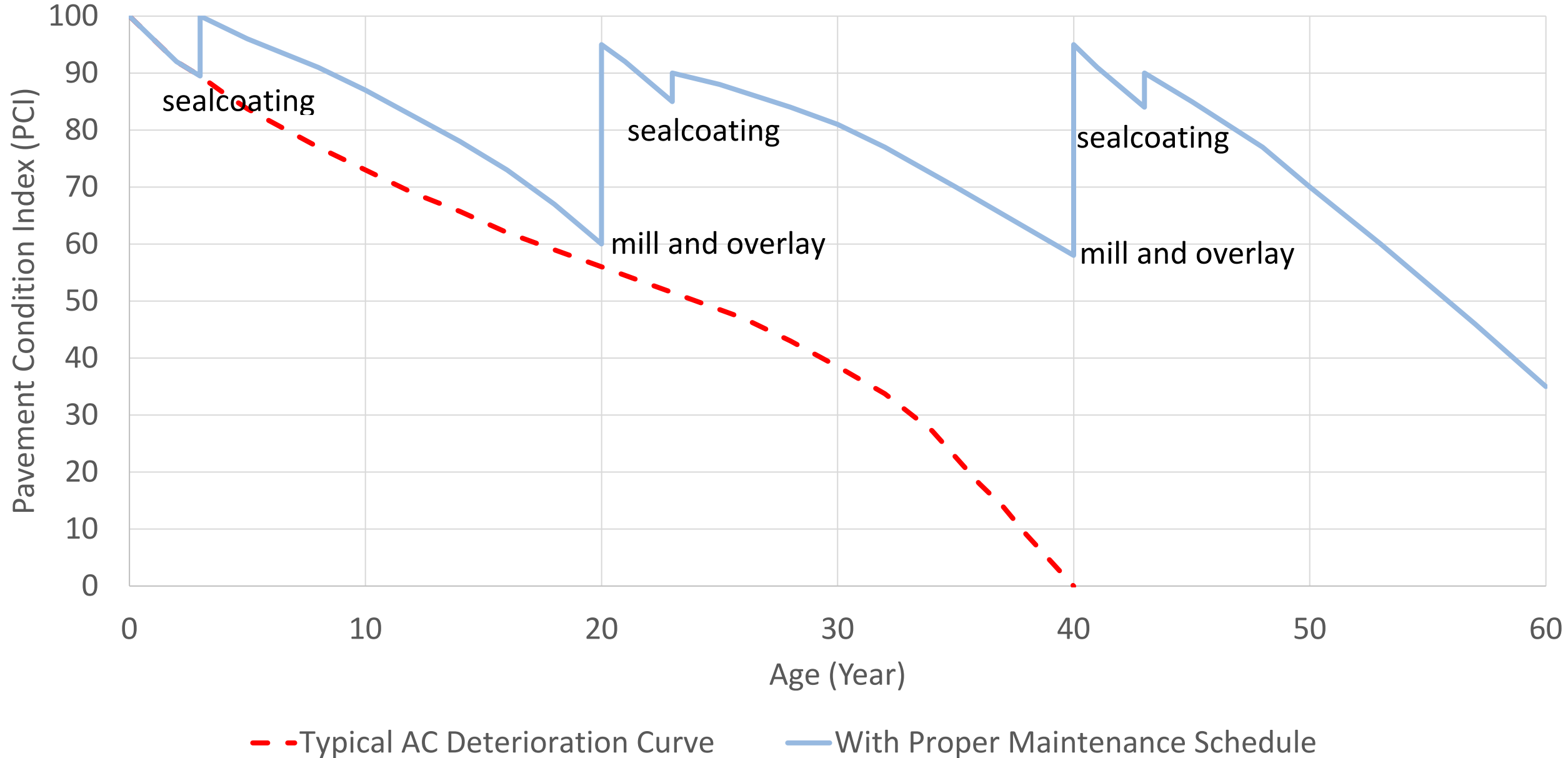
# Maintenance Protocols

# Current Maintenance Protocol

Type of Activity	PCI Range	Impact / Improvement
Reclamation / Reconstruction	0 – 60	100 PCI
Mill and Overlay	60 – 75	90 PCI
Seal Coating	First 3 years (90 – 100)	10%



# Asphalt Pavement Deterioration Curve with and without Proper Maintenance Schedule



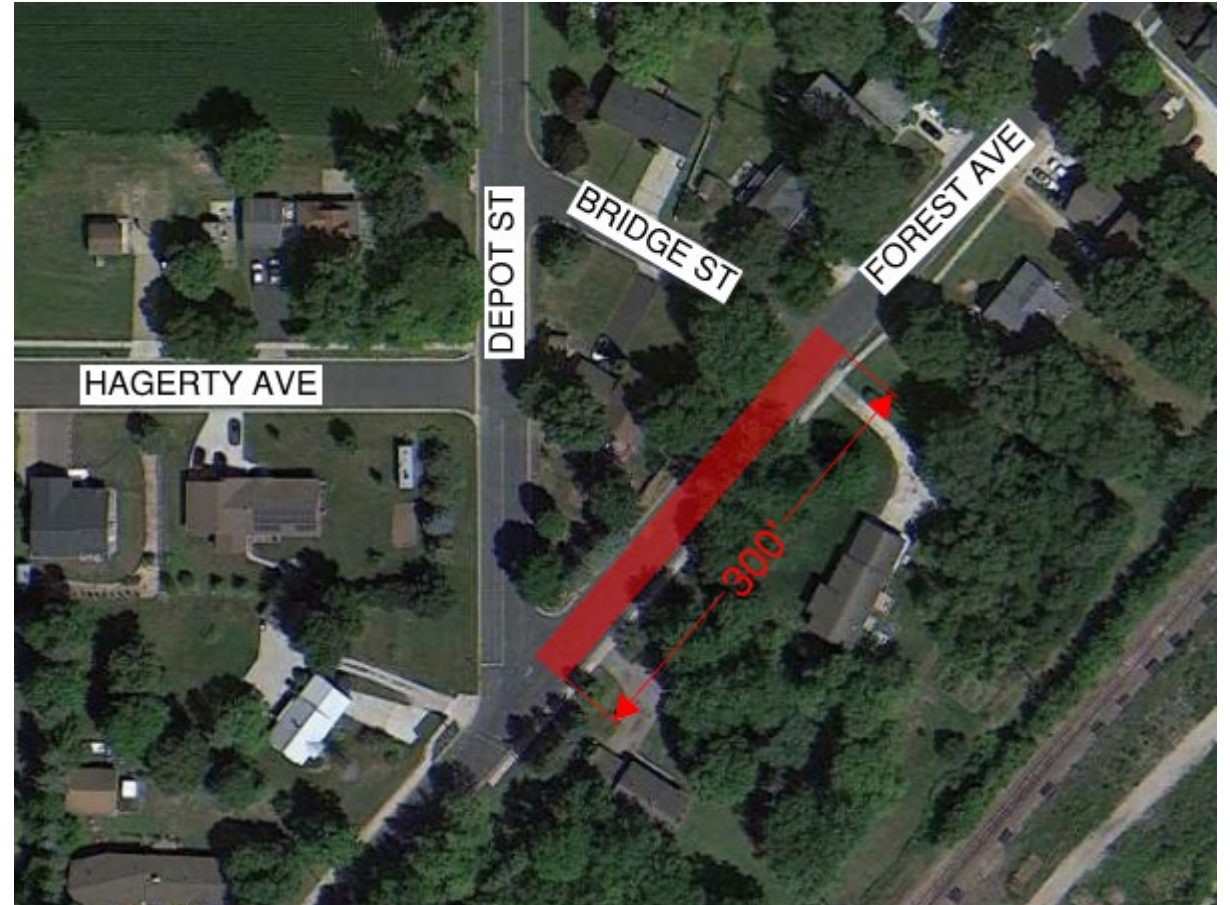


# Maintenance Costs

# Maintenance Costs

Type of Activity	2023 Costs
Seal Coating	\$5,300
Mill and Overlay	\$34,100
Reclamation	\$64,400
Reconstruction Without Utilities	\$159,800

Annual inflation rate = 3%



# The Impacts of *Deferred Maintenance*

Minnesota roads are anticipated to deteriorate significantly based on current funding. The maintenance route that cities and counties take affects operations budgets, drivers and the environment.

## DEFERRED MAINTENANCE

increased costs, greater risks and costs to drivers, increased emissions and dissatisfaction with deteriorating roads.

DEFERRED

CONSISTENT

## CONSISTENT MAINTENANCE

more cost-effective, leads to reduced vehicle emissions, and greater safety and cost savings for Minnesotans.

Deferring pavement maintenance may **INCREASE** costs by over **20%** over a 5-year period.

A poorly maintained road **COULD COST** Minnesota drivers an estimated average of **\$480** per year in **EXTRA AUTO REPAIRS**.

**POOR** road conditions can **INCREASE** emissions by **2.49%**

**\$1** of maintenance could **SAVE** **\$6-\$10** in future expenses.

Preventive maintenance could **REDUCE** emissions.

Pavements in **GOOD CONDITION** can lead to a **REDUCTION** in fatal and injury crashes.

Read more about the Impacts of Deferred Maintenance in Minnesota, and see recommendations on how to maintain adequate funding at <https://lrrb.org/the-impacts-of-deferred-maintenance-in-minnesota>





# Maintenance Needs

## Costs to Address Maintenance Needs Over 10-Years

Condition Category	Recommended Maintenance	PCI Range	Percentage of City Streets	Mileage	Cost Over 10-Years	Average Annual Budget	
Excellent	Corrective	85 - 100	33.3%	3.7 mi.	N/A	N/A	
Good	Crack Seal and Chip Seal	75 – 85	34.2%	3.8 mi.	\$407,000	\$40,700	
Fair	Mill and Overlay	58 - 75	26.1%	2.9 mi.	\$1,995,000	\$199,500	
Poor	Reclamation	40 - 58	5.4%	0.6 mi.	\$780,000	\$78,000	
Very Poor	Reconstruction	0 - 40	0.9%	0.1 mi.	\$322,000	\$32,200	
Annual inflation rate = 3%					Total Average Annual Budget		\$350,400

# No Maintenance Over 10-Years

## Costs to Address Maintenance Needs Over 10-Years

Condition Category	Recommended Maintenance	PCI Range	Percentage of City Streets	Mileage	Cost Over 10-Years	Average Annual Budget	
Excellent	Corrective	85 - 100	4.5%	0.5 mi.	N/A	N/A	
Good	Crack Seal and Chip Seal	75 – 85	18.9%	2.1 mi.	\$225,000	\$22,500	
Fair	Mill and Overlay	58 - 75	44.1%	4.9 mi.	\$3,372,000	\$337,200	
Poor	Reclamation	40 - 58	26.1%	2.9 mi.	\$3,769,000	\$376,900	
Very Poor	Reconstruction	0 - 40	6.3%	0.7 mi.	\$2,257,000	\$225,700	
Annual inflation rate = 3%						Total Average Annual Budget	\$962,300



THANK YOU