

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, JUNE 13, 2019**

**BUSINESS MEETING
6:30 PM**

REVISED

1. Call to Order

2. Pledge of Allegiance

3. Adopt/Approve Agenda

4. Presentations, Proclamations and Acknowledgements (PP&A)

5. Public Comment

Individuals may address the Council about any item not contained on the regular agenda. The Council may limit the time allotted to each individual speaker. A maximum of 15 minutes will be allotted for Public Comment. If the full 15 minutes are not needed for Public Comment, the City Council will continue with the agenda. The City Council will not normally take any official action on items discussed during Public Comment, with the exception of referral to staff or commission for future report.

6. Consent Agenda

All matters listed under consent agenda are considered routine by the City Council and will be acted on by one motion in the order listed below. There may be an explanation, but no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

- a. Approve May 22, 2019 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Approve Encroachment Agreement
- d. Donation for Trail Improvement from Shakopee Mdewakanton Sioux Community and the City of Elko New Market
 - a. Adopt Resolution 19-30 Accepting Donation from the Shakopee Mdewakanton Sioux Community
 - b. Approve Intergovernmental Donation Agreement Between the Shakopee Mdewakanton Sioux Community and the City of Elko New Market
- e. Adopt Resolution 19-32 Approving Snowmobile Trail Permit
- f. Approve Construction Cooperative Agreement for the CSAH 2 & 91 Roundabout Project
- g. Authorize Payment to KL Group for Easements Related to CSAH 2 & 91 Roundabout Project
- h. Adopt Resolution 19-33 Reappointing Member to the Planning Commission
- i. Approve Contract for Purchase of Fire Truck
- j. Authorize Hire of Public Works Maintenance Worker I Position

7. Public Hearings

8. General Business

- a. Unintentional Water Usage Use Policy
- b. Petition for Annexation - Elko 34, LLC
 - i. Resolution 19-31 Joint Resolution Establishing An Orderly Annexation Agreement Between The City Of Elko New Market And New Market Township Pursuant To Minnesota Statutes, Section 414.0325 To Provide For The Immediate Annexation Of Certain Property

9. Reports

- a. Administration
- b. Public Works
 - i. Monthly Report - May 2019
- c. Police Department
 - i. Monthly Report – May 2019
- d. Fire Department
- e. Engineering
- f. Community Development
- g. Parks Department
- h. Community & Civic Events Committee (CCEC)
 - i. Draft Community & Civic Events Committee Minutes of May 21, 2019 Meeting
- i. Other Committee and Board Reports
 - i. Scott County Association for Leadership and Efficiency (SCALE)
 - ii. Minnesota Valley Transit Authority (MVTA)
 - iii. I35 Solutions Alliance
 - iv. Chamber of Commerce

10. Discussion by Council

11. Adjournment

1. CALL TO ORDER

The meeting was called to order by Mayor Julius at 4:30 p.m.

Members Present: Mayor Julius, Councilmembers: Berg, Schwichtenberg, Seepersaud and Timmerman

Members Absent: None

Also Present: City Administrator Terry, Assistant City Administrator Nagel, Chief Juell, Community Development Specialist Christianson, Public Works Superintendent Schweich, and Community Development/Administrative Intern Haley Sevensing

2. PRESENTATIONS

None

3. REPORTS

None

4. GENERAL DISCUSSION

City Vision, Priority Goals, and Identification of Policy Discussion Topics

City Administrator Terry and Community Development/Administrative Intern Haley Sevensing gave a presentation on the purpose and process for revising the City's vision and priority goals and asked the Council to prioritize future policy discussion topics.

Council directed Staff to make the following changes to the vision:

- Edit development language to promote both a diverse commercial and industrial base.
- Remove "commercial" from the development language so that all types of development and redevelopment are aesthetically pleasing and promote quality.

Council directed Staff to make the following changes to the priority goals:

- Edit the residential goal to make it more readable.
- Add a new goal in relation to the development of an asset management system.

Additional changes discussed by the Council were to be considered by Staff to determine if they fit into the vision, priority goals, and/or community oriented local government philosophy:

- Consider language about the quality of municipal services to be provided, the collaborative culture of the City, and Elko New Market as a model city.
- Consider referencing recreational programming in the vision.

The Council reviewed the list of policy discussion topics presented in the Staff memorandum and discussed seven additional topics to be added to the list for prioritization:

- Dog Park
- Farmers Market
- Metrics for Priority Goals
- Asset Management System
- Staffing Needs
- Township Relations
- Regional Presence and Influence

Following review and discussion, the Council prioritized the policy discussion topics. The results, broken down by priority level, were as follows:

- High Priority
 - Funding Infrastructure to Support Development
 - Development Fees – Basis, Comparison, and Options for Change
 - Factors Related to Development
 - Staffing Needs
 - Interchange Development – Park I-35 and Adelman Property
 - Asset Management System
 - Affordable and Workforce Housing
 - Funding Public Works Equipment
- Medium Priority
 - Financing Fire Department Apparatus
 - Public Communications
 - Public Facility Maintenance
 - Establish Metrics for Priority Goals
 - Police Department Staffing
 - Farmers Market
 - Community Center
 - Fire Department Recruitment and Retention
- Others
 - Secondary Access to Woodcrest Neighborhood
 - Funding Park Infrastructure
 - Township Relations
 - Municipal Campus
 - Code Enforcement
 - Regional Presence & Influence
 - Ordinances 101
 - EDA vs. EDC and Composition
 - Met Council SAC Surcharge
 - Transit
 - Community Park
 - Dog Park

Staff will make revisions as directed by Council and bring back the revised vision and goals at the June 27, 2019 Business Meeting.

5. REPORTS

a) ADMINISTRATION
None

b) PUBLIC WORKS
Public Works Superintendent Schweich provided the Council with an update of Public Works activities.

c) POLICE DEPARTMENT
None

d) FIRE DEPARTMENT
None

6. ADJOURNMENT

The Work Session was adjourned at 7:25 p.m.

1. CALL TO ORDER

The meeting was called to order by Mayor Julius at 7:30 p.m.

Members Present: Mayor Julius, Councilmembers: Berg, Schwichtenberg, Seepersaud and Timmerman

Members Absent: None

Also Present: City Administrator Terry, City Attorney Poehler, Chief Juell, Community Development Specialist Christianson, Public Works Superintendent Schweich, Community Development/Administrative Intern Haley Sevening, and City Engineer Revering

2. PLEDGE OF ALLEGIANCE

Mayor Julius led the Council and audience in the Pledge of Allegiance.

3. ADOPT/APPROVE AGENDA

MOTION by Councilmember Berg, second by Councilmember Timmerman to approve the revised agenda. **APIF, MOTION CARRIED**

4. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

Oath of Office

Police Chief Brady administered the Badge Pinning Ceremony to new Police Officer Steve Hotaling.

Mayor Julius administered the Oath of Office to new Police Officer Steve Hotaling.

5. PUBLIC COMMENT

Mr. Guy Bosch stated he was aware that the City Water Plant raised the rates of the City water costs. He stated he did some research and it looked like the jurisdictions around Elko New Market are run on a tier system based on the volume of water used. He stated the National average around Elko New Market and other cities is around \$1.30 to \$2.00 per one thousand gallons of water. Elko New Market has the lowest volume at the first tier of \$3.51 per thousand gallons. Tier two is ten to twenty thousand gallons which is usually the tier one in other communities and that is at \$10.17. Tier three is over twenty thousand gallons and at \$20.33 per thousand gallons. He stated his basement bathroom toilet had the flapper stick and his water bill was \$513.00. He stated his water bill is usually \$115.00. If the flapper would have gotten stuck in Farmington the bill would have been \$51.00. The short tier structure and being ten to twenty times the price in other communities is not right. He stated he called the City and was told there was an unintended water form that could be filled out to drop the cost down a hundred dollars so having the flapper stick on his toilet, he is spending more this month on water than most communities with a family of four spend on water the entire year. He stated he did not know why the twenty thousand gallons has to go to \$20 a gallon. He stated that is unheard of anywhere in the Country. He stated if he did not pay the bill, he

assumed he would get a lien on his house. He did not know how the figures for water were brought about.

City Administrator Terry suggested Mr. Bosch contact the City in regard to unintentional use of the water. He noted there is a policy in place for this. He stated the unintentional use policy actually takes that usage month and potentially the next usage month reduces the cost back so the rates did not exceed the Tier 2 rates, which would be up to twenty thousand gallons. He stated with regard to the aggressiveness of the rate, Mr. Bosch is right, The City has one of the most Aggressive rates out there and is intended to discourage usage beyond the base levels. He stated the Council always has the ability to reduce that if the Council wants but the rates are the result of a policy discussion the Council had several years ago with regard to the current rate structure that occurred at the time that the rate structure was implemented.

Mr. Bosch stated he researched other utility around the Country and State and found the top ten usage rates in the Country and the highest rate is \$9.00 at their highest tier so the philosophy that Elko New Market is establishing the diminish more use is five to ten times than any single city in the Country.

City Administrator Terry stated he could not respond to rates around the entire Country.

Mayor Julius asked if Mr. Bosch looked into getting the credit from the City.

Mr. Bosch stated the credit would bring him to Tier 2 rates which is \$10 per one thousand gallons where Farmington is \$2.40 for Tier 2. If it takes his unintended use to Tier 2 it drops his water bill from \$515 to \$415. He stated his bill has been the same for fifteen years and never missed a payment.

Mayor Julius thought today if the Council wanted to explore this particular policy and make changes to it when could this be done.

City Administrator Terry stated if the Council wanted to make changes to the unintentional use policy, it would not have to wait until the overall discussion on water rate structure.

Mayor Julius asked the Council if taking a look at this at a future meeting something the Council would be open to looking at.

The Council indicated it could be reviewed and directed staff to bring at back for discussion at a future meeting.

6. CONSENT AGENDA

MOTION by Councilmember Berg, second Councilmember Schwichtenberg to approve Consent Agenda.

- a. Approve May 9, 2019 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds

- c. Adopt Resolution 19-23 Approving Outdoor Concerts and Events Permit for Fire Rescue Days Parade and Other Events
- d. Adopt Resolution 19-24 Outdoor Concerts and Events Permit for Windmill Animal Rescue
- e. Outdoor Concert and Events and Expansion of Liquor Premise – The Doublewide
 - Adopt Resolution 19-25 Approving Outdoor Concerts and Events for the Doublewide
 - Adopt Resolution 19-26 Approving Temporary Expansion of Licensed Premises for the Doublewide
- f. Adopt Resolution 19-27 Approving Outdoor Concerts and Events for Tapestry Church
- g. Approve Agreement for Municipal Facilities Garbage and Recycling Collection and Disposal Services
- h. Approve Revised Job Description – Public Works Maintenance Worker I
- i. Authorization to Purchase Fire Apparatus
- j. Adopt Resolution 19-29 Relating to Financing of Certain Proposed Projects to be Undertaken by the City of Elko New Market; Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code.

Councilmember Berg was curious where the amounts came from on Item J. City Administrator Terry stated the Resolution allows the City to pay for hard expenses, such as construction but not including soft costs such as engineering or architecture. This will allow the City to reimburse itself after the bonds are issued.

APIF, MOTION CARRIED

7. PUBLIC HEARINGS

None

8. GENERAL BUSINESS

Sewer Trunk Fee Credit Policy

- i. Resolution 19-22 Adopting A Policy for a Credit to the City Sanitary Sewer Trunk Fee for Eligible Properties

City Administrator Terry presented the Sewer Trunk Fee Credit Policy to the City Council.

Councilmember Berg thought the City was arriving at a subjective amount based on a single request. He did not think the City should do anything at this point. Councilmember Schwichtenberg thought the credit should be fifty percent of the trunk fee. Councilmember Timmerman agreed. Mayor Julius thought fifty percent sounded reasonable. **MOTION** by Councilmember Timmerman, second Councilmember Seepersaud to Adopt Resolution 19-22 Adopting A Policy for a Credit to the City Sanitary Sewer Trunk Fee for Eligible Properties with a fifty percent credit.

MOTION CARRIED 4 AYES-1 NAY (BERG)

Approve Plans and Specs and Authorizing Ad for Bids – 2019 Streets Rehabilitation

- ii. 19-28 Approving Plans and Specifications and Authorizing Advertisement for Bids

City Engineer Revering stated the City Council is being asked to adopt the attached resolution approving plans and specifications and authorizing the advertisement for bids for the above-referenced project. The Council discussed this item. **MOTION** by Councilmember Berg, second Councilmember Timmerman to Adopt Resolution 19-28 Approving Plans and Specifications and Authorizing Ad for Bids.

APIF, MOTION CARRIED

2020 County Road 2 and 91 Intersection Roundabout Project

- i. Preliminary Design for CSAH2 and CSAH 91 Roundabout and Direction on Project Add-On Items

City Engineer Revering introduced Derek Arens from Bolton and Menk who presented the preliminary design for CSAH2 and CSAH91 Roundabout and project add-on items. This item was discussed. **MOTION** by Councilmember Schwichtenberg, second Councilmember Seepersaud to Accept Preliminary Design for CSAH 2 & 91 Roundabout including the trails and lighting as part of the design but to have them bid as alternatives.

City Engineer Revering stated he was a little concerned with the how the trails element bid as an alternate could impact the bids. City Administrator Terry stated there is also the question of intent. If the Council is not serious about an aspect of the project, this should be known because there will be an expense relate to design. Staff will be back at the next Council meeting asking for payments to be made related to the acquisition of permits and temporary easements in the area of the trail. Terry also stated lighting is its own unique thing and can be done later without paying the same premium that might be paid to come back later and do other aspects of the project. He stated the lighting could be done as a bid for part A and part B, one being continuous lighting and the other being the downtown lighting.

Councilmember Schwichtenberg stated he would amend his motion. **MOTION** by Councilmember Schwichtenberg, seconded by Councilmember Seepersaud to accept the design to go forward with the lighting outside of the roundabout to be bid as an alternative bid.

APIF, MOTION CARRIED

- ii. Proposal for CSAH 2 and CSAH 91 Roundabout, Trails, Downtown Lighting and Continuous Lighting Final Design

Mr. Arens of Bolton and Menk reviewed the proposal for CSAH2 and CSAH91 Roundabout, Trails, Downtown Lighting and Continuous Lighting Final Design. The Council discussed this item. **MOTION** by Councilmember Berg, second Councilmember Timmerman to Approve Bolton & Menk Proposal for CSAH 2 & 91 Roundabout, Trails & Continuous Lighting Final Design.

APIF, MOTION CARRIED

Discussion Regarding the Regulation of Mobile Food Units

Community Development/Administrative Intern Haley Sevenson reviewed the history and proposed regulations of Mobile Food Units (MFUs) with the City Council. She noted should the Council decide to proceed with the draft Mobile Food Unit Ordinance, Staff will incorporate feedback and prepare materials for the consideration of approval at the next Council meeting.

Councilmember Berg stated he struggled with the following language “Mobile food units may only operate along public streets or public right-of-way’s when authorized by the City as part of an outdoor concert or event pursuant to Chapter 5 of this title.” These MFUs are never allowed on a public right-of-way or public street any other time, even if approved by the City because there is no concert or event to tie it to. He thought it was odd that the City would not allow MFUs to park in a neighborhood or public street when other vehicles that are the same size or larger are allowed to be parked on City streets.

Councilmember Timmerman stated the MFUs are louder, leave a smell and leave a lot of garbage around. Councilmember Berg stated the MFUs would not be doing that if the MFUs complied with City Ordinances and rules.

Police Chief Juell stated the concern is not with the MFUs themselves but with the many vehicles that will be coming and going using the MFUs for their meals.

Councilmember Schwichtenberg agreed with Councilmember Berg. He thought the City could limit the MFUs to park next to parks on the street, to park next to non-residential homes so there is not a nuisance. Councilmember Berg thought if the MFUs becomes a nuisance then this could be revisited but to outright ban it without any current issues is not the right thing to do.

Mayor Julius asked if language could be added specifying the MFUs need to be three hundred feet away from other food serving establishments in a brick and mortar building. Community Development/Administrative Intern Haley Sevenson stated that could be done. Mayor Julius assumed the same could be done with Fire/Rescue days.

Councilmember Schwichtenberg stated he thought the MFUs should not be allowed in the community the three days during the Fire Rescue days event without the approval of the City. Councilmember Seepersaud stated she was more lenient on it because she is on the Civic and Community Events Committee and going to meetings. She thought the committee would be fine with having MFUs, but not competing with the foods that are already at the event. Councilmember Timmerman agreed with both Councilmembers Seepersaud and Schwichtenberg, but if there is a food truck coming into town for a special event, she felt that part of the money taken in should be donated back to the City.

Councilmember Schwichtenberg stated he liked the language the way it is but to remove the map and indicated the whole community for Fire Rescue Days.

Mayor Julius disagreed, stating that if the City was going to have an event like Fire Rescue Days and, if the City is wanting to encourage business to come, and the biggest event the City has will

not allow it, it seems contrary. He was all for buffers and restrictions and even giving event coordinators the power to dictate what can and cannot be sold but he would not be ok with disallowing the MFUs during that period of time. Councilmember Schwichtenberg wondered if the boundary could be enlarged or moved to get the MFUs away from the event as much as possible.

Mayor Julius thought this item could be reviewed in a year to see if anything needed to be changed.

A majority of the Council consensus was to keep the restrictions, based on geography as written related to Fire Rescue Days but would eliminate the restrictions on them being able to operate and parking where legal in residential areas.

Councilmember Timmerman left the meeting at 9:12 p.m.

Woodcrest Sanitary Sewer

- i. Options for Response to Moore Request for Sewer

City Engineer Revering reviewed the Woodcrest Sanitary Sewer and options for response to Moore Request for Sewer. The Council discussed this item. **MOTION** by Councilmember Berg, second Councilmember Schwichtenberg to authorize a scope of work as proposed by the City Engineer under Option Two.

APIF, MOTION CARRIED

8. REPORTS

- e) ADMINISTRATION

None

- f) PUBLIC WORKS

Written report included in Council Packet.

- g) POLICE DEPARTMENT

Written report included in Council Packet.

- h) FIRE DEPARTMENT

None

- i) ENGINEERING

None

- j) COMMUNITY DEVELOPMENT

Written Planning Commission Minutes included in Council Packet.

- k) PARKS DEPARTMENT

Written draft Parks & Recreation Commission Update and Minutes of May 14, 2019

meeting included in Council Packet.

l) COMMUNITY & CIVIC EVENTS COMMITTEE (CCEC)

m) OTHER COMMITTEE AND BOARD REPORTS

i. SCALE

None

ii. MVTA

None

iii. I35 SOLUTIONS ALLIANCE

None

iv. CHAMBER OF COMMERCE

Councilmember Schwichtenberg stated he went to the meeting and thought the group was pretty proactive.

9. DISCUSSION BY COUNCIL

City Administrator Terry stated the next Council meeting will probably have three members attending because of conflicts. There are items that will come forward that should be acted on, but the meeting will have fewer councilmembers attending. HE asked if there were concerns regarding certain items being acted on with less than a full council. Councilmember Schwichtenberg stated he would be open to talking with the Mayor ahead of time on what his thoughts are on the items. Councilmember Seepersaud stated she was fine with a quorum and would be in town and could make the meeting to get a quorum, if needed.

10. ADJOURNMENT

MOTION by Councilmember Schwichtenberg, second by Councilmember Seepersaud, to adjourn the meeting at 9:27 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by:

Thomas Terry, City Administrator



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	June 13, 2019
PREPARED BY:	Stephanie Fredrickson, Administrative Assistant
REQUESTED ACTION:	Approve Payment of Current Claims

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

Each City Council meeting the Administrative Assistant presents for approval the Elko New Market Claims and Electronic Transfer of Funds.

BUDGET IMPACT:

Budgeted

Attachments:

- Check Summary Register

*Check Summary Register©

June 13, 2019

Name	Check Date	Check Amt	
AUTOPAYS			
Paid Chk# 006114E	VISA	5/22/2019	\$1,845.91 Uniforms
Paid Chk# 006115E	PERA	5/30/2019	\$7,737.00 Vendor Liability
Paid Chk# 006116E	MN DEPT OF REVENUE	5/30/2019	\$2,068.90 Vendor Liability
Paid Chk# 006117E	INTERNAL REVENUE SERVICE	5/30/2019	\$10,484.07 Vendor Liability
Paid Chk# 006118E	HEALTH EQUITY, INC.	5/30/2019	\$2,145.50 PR11 053019
Paid Chk# 006119E	DELTA DENTAL OF MINNESOTA	6/5/2019	\$954.95 Delta Dental June 2019
Paid Chk# 006120E	SUN LIFE FINANCIAL	6/5/2019	\$1,118.19 Sun Life June 2019
Paid Chk# 006121E	HEALTH PARTNERS	6/5/2019	\$16,254.64 Health Ins June 2019
Paid Chk# 006122E	MINNESOTA ENERGY RESOURCES	6/14/2019	\$85.77 26518 France Avenue
Paid Chk# 006123E	MINNESOTA ENERGY RESOURCES	6/14/2019	\$31.46 26518 France Avenue
Paid Chk# 006124E	XCEL ENERGY	6/21/2019	\$79.27 Storage
Paid Chk# 006125E	XCEL ENERGY	6/24/2019	\$91.14 Lift Station / 10010 Ptarmigan
Paid Chk# 006126E	XCEL ENERGY	6/25/2019	\$1,527.52 25499 Natchez Ave - Water Trea
Paid Chk# 006127E	XCEL ENERGY	6/24/2019	\$583.21 Wellhouse - 26460 France Ave
Paid Chk# 006128E	XCEL ENERGY	6/21/2019	\$703.38 26536 France Ave
Paid Chk# 006129E	MN VALLEY ELECTRIC COMPANY	6/9/2019	\$10.74 City of Elko Park, Elko
Paid Chk# 006130E	XCEL ENERGY	6/21/2019	\$265.74 Library - 100 J Roberts Way
Paid Chk# 006131E	MN VALLEY ELECTRIC COMPANY	6/22/2019	\$1,433.45 Streetlights, Elko
Paid Chk# 006132E	MN VALLEY ELECTRIC COMPANY	6/9/2019	\$70.30 Glenborough Dr & Chowen
Paid Chk# 006133E	MN VALLEY ELECTRIC COMPANY	6/22/2019	\$34.55 27059 Beard Ave Lift Pump
Paid Chk# 006134E	MINNESOTA ENERGY RESOURCES	6/19/2019	\$22.29 408 Carter Street
Paid Chk# 006135E	MINNESOTA ENERGY RESOURCES	6/20/2019	\$20.62 359 James Parkway
Paid Chk# 006136E	MINNESOTA ENERGY RESOURCES	6/19/2019	\$85.54 110 J Roberts Way - Library
Paid Chk# 006137E	MINNESOTA ENERGY RESOURCES	6/14/2019	\$22.29 26518 France Avenue
Paid Chk# 006138E	MINNESOTA ENERGY RESOURCES	6/14/2019	\$125.36 PW Facility - Gas Utilities
Paid Chk# 006139E	MINNESOTA ENERGY RESOURCES	6/13/2019	\$452.15 25499 Natchez Ave - WTP
Paid Chk# 006140E	MINNESOTA ENERGY RESOURCES	6/24/2019	\$395.01 50 Church Street
Paid Chk# 006141E	PSN	6/5/2019	\$1,118.35 Credit Card Processing Fees
TOTAL			\$49,767.30
PRE-PAIDS			
Paid Chk# 039768	MN BOARD OF PEACE OFFICER	5/21/2019	\$90.00 Peace Office Lic for Steve Hot
Paid Chk# 039769	PAYROLL	5/30/2019	\$69.26
Paid Chk# 039770	PAYROLL	5/30/2019	\$429.25
Paid Chk# 039771	PAYROLL	5/30/2019	\$46.17
Paid Chk# 039772	PAYROLL	5/30/2019	\$46.17
Paid Chk# 039773	PAYROLL	5/30/2019	\$69.26
Paid Chk# 039774	UNITED STATES POSTAL SERVICE	6/5/2019	\$297.36 May 2019 Utility Bills
Paid Chk# 039775	IUOE LOCAL #49	6/5/2019	\$105.00 Union Dues June 2019
Paid Chk# 039776	INTERSTATE BATTERY SYSTEM OF	6/13/2019	\$786.19 Police Fleet
TOTAL			\$1,938.66
CHECK REGISTER			
Paid Chk# 039777	ALERT-ALL CORP.	6/13/2019	\$125.00 FD - Stickers
Paid Chk# 039778	ANCHOR SOLAR INVESTMENTS, LL	6/13/2019	\$243.58 Solar Panel Lease Pmt
Paid Chk# 039779	ANCOM COMMUNICATIONS, INC.	6/13/2019	\$441.50 FD - Pagers
Paid Chk# 039780	ANDERSON ROCK & LIME, INC.	6/13/2019	\$1,314.90 PW - Streets
Paid Chk# 039781	BOLTON & MENK	6/13/2019	\$33,572.80 T17.118647 - Christmas Pines
Paid Chk# 039782	CINTAS CORPORATION NO. 2	6/13/2019	\$37.34 PW UNIFORMS
Paid Chk# 039783	FARMERS MILL & ELEVATOR, INC.	6/13/2019	\$519.21 Parks Chemicals
Paid Chk# 039784	FASTENAL COMPANY	6/13/2019	\$383.97 PW - Operating Supplies
Paid Chk# 039785	FIRST AMERICAN TITLE INS CO.	6/13/2019	\$136.74 Utility Billing Credit Refund
Paid Chk# 039786	FORBORD, KATHRYN M.	6/13/2019	\$91.15 Utility Billing Credit Refund
Paid Chk# 039787	FRIEDGES LANDSCAPING	6/13/2019	\$361.00 PW - Stormwater Repairs
Paid Chk# 039788	GIBBONS, PATRICK	6/13/2019	\$10.00 Refund for Dog License #1926 &
Paid Chk# 039789	GOPHER STATE ONE CALL	6/13/2019	\$76.95 Locates
Paid Chk# 039790	GREAT LAKES MANAGEMENT	6/13/2019	\$225.00 Library - Quarterly Mgmt Fee
Paid Chk# 039791	HARTZLER, KENT & ELIZABETH	6/13/2019	\$132.37 Utility Billing Credit Refund
Paid Chk# 039792	HAWKINS, INC.	6/13/2019	\$20.00 PW - Water Chemicals
Paid Chk# 039793	PAYTON HILL	6/13/2019	\$750.00 Tuition Reimbursement 2019
Paid Chk# 039794	INNOVATIVE OFFICE SOLUTIONS LL	6/13/2019	\$239.73 Office Supplies
Paid Chk# 039795	LYNDA JIRAK	6/13/2019	\$14.95 Beverages for Council Retreat
Paid Chk# 039796	JUELL, BRADY	6/13/2019	\$56.23 Mandatory PD Mtg - Dinner/Bev
Paid Chk# 039797	KAPPAHAIN, VALERIE & CHAD	6/13/2019	\$7.94 Utility Billing Credit Refund
Paid Chk# 039798	KELLEY FUELS, INC.	6/13/2019	\$2,013.57 PW - Fuel
Paid Chk# 039799	KRUEGER EXCAVATING, INC.	6/13/2019	\$16,777.00 Beard Culvert Replace - Storm
Paid Chk# 039800	LEHRER, JACOB	6/13/2019	\$191.57 Utility Billing Credit Refund

*Check Summary Register©

June 13, 2019

	Name	Check Date	Check Amt	
Paid Chk# 039801	MN CRITTER GETTERS, INC.	6/13/2019	\$1,174.00	Monthly Animal Control
Paid Chk# 039802	MN DEPT OF HEALTH	6/13/2019	\$2,208.00	Comm Water Svc Conn Fee - 4/1-
Paid Chk# 039803	MUNICIPAL INSPECTIONS, INC.	6/13/2019	\$2,513.13	Building Inspections
Paid Chk# 039804	NAPA AUTO PARTS	6/13/2019	\$158.85	PW - Operating Supplies
Paid Chk# 039805	NOVACARE REHABILITATION	6/13/2019	\$120.00	Pre-Employ Testing - Steve Hot
Paid Chk# 039806	NUVERA COMMUNICATIONS, INC.	6/13/2019	\$1,360.68	Refund for Streetlights
Paid Chk# 039807	QUILL CORPORATION	6/13/2019	\$142.72	Operating Supplies
Paid Chk# 039808	SCOTT COUNTY TREASURER	6/13/2019	\$270.00	MDT State Access - 4th Qtr 201
Paid Chk# 039809	SCOTT COUNTY RECORDER	6/13/2019	\$92.00	F07-19 Fence Encroachment Reco
Paid Chk# 039810	SHRED RIGHT	6/13/2019	\$15.00	Shredding
Paid Chk# 039811	SORENSEN CONSULTING	6/13/2019	\$175.00	Coaching - Stephanie
Paid Chk# 039812	SRF CONSULTING GROUP, INC.	6/13/2019	\$763.35	Roundabout ROW Agent Svcs
Paid Chk# 039813	STERLING CODIFIERS	6/13/2019	\$858.00	Code Book Supplement
Paid Chk# 039814	STREICHER'S INC	6/13/2019	\$3,120.52	PD - Uniforms
Paid Chk# 039815	SUEL PRINTING COMPANY	6/13/2019	\$168.00	Sylvester Meadows Legal Notice
Paid Chk# 039816	SWANK MOTION PICTURES, INC.	6/13/2019	\$1,140.00	Movies for 2019 Family Fun Nig
Paid Chk# 039817	TIMESAVER OFF SITE SECRETARIAL	6/13/2019	\$215.00	City Council Minutes
Paid Chk# 039818	TRADEMARK TITLE SERVICES, INC.	6/13/2019	\$36.32	Utility Billing Credit Refund
Paid Chk# 039819	US BANK - CM9690	6/13/2019	\$500.00	ENM GO Bonds 2013A
Paid Chk# 039820	USA INFLATABLES	6/13/2019	\$999.20	Fire Rescue Days 2019 Bounce H
Paid Chk# 039821	SPLIT ROCK MANAGEMENT INC	6/13/2019	\$845.00	CITY HALL
Paid Chk# 039822	VERIZON WIRELESS	6/13/2019	\$866.98	Cell Phones
Paid Chk# 039823	WATCHGUARD VIDEO	6/13/2019	\$114.00	PD - Body Camera Mount
Paid Chk# 039824	WERNER IMPLEMENT CO., INC.	6/13/2019	\$177.15	PW - Fleet Main & Equip
TOTAL			\$75,775.40	
<u>DIRECT DEPOSIT</u>				
Paid Chk# 502529E	Bi-Weekly ACH	5/30/2019	\$36,474.25	
TOTAL			\$36,474.25	



STAFF MEMORANDUM

SUBJECT:	Encroachment Agreement
MEETING DATE:	June 13, 2019
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Approve Encroachment Agreement for Property Located at 26725 Weston Court

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

The City received an application for building permit to construct a porch and replace a deck at 26725 Weston Court. During staff review of the application, it was discovered that the existing deck, which is proposed for replacement, encroaches into the City's drainage and utility easement. Upon review, it was found that the City of Elko had previously issued a building permit for the original deck which encroaches into the easement.

Typically, staff would not sign off on a building permit for any structure that is located within an easement. Because the property owner would like to fully replace the deck in its existing location and because the existing deck has existed within the easement since 2006, the City Attorney suggested that the deck replacement permit could be issued if the property owner entered into an Encroachment Agreement with the City which outlined the circumstances.

The City Attorney has drafted, and the property owner has signed, the attached Encroachment Agreement. The City Engineer was also consulted during the review process and suggested some conditions related to the deck encroachment. These conditions have been incorporated into the agreement.

REQUESTED ACTION:

Approve Encroachment Agreement for property located at 26725 Weston Court.

Attachments:

- Encroachment Agreement

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this 17 day of May, 2019, by and between the CITY OF ELKO NEW MARKET, a Minnesota municipal corporation ("City"); and STEVEN M. ADDABBO and LENA E F. ADDABBO, husband and wife ("Owners").

1. **BACKGROUND.** Owners are the fee owners of property legally described on Exhibit "A" attached hereto and made a part hereof located in the City of Elko New Market, County of Scott, State of Minnesota, and having a street address of 26725 Weston Ct., Elko New Market, Minnesota, 55054 ("Subject Property"). The City owns an easement for drainage and utility purposes over part of the Subject Property. Owners want to replace a deck on the Subject Property which would encroach on the City's easement area as depicted on the attached Exhibit "B".

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves the encroachment on its easement area for the location of the deck conditioned upon the following:

- Owners establish and maintain in perpetuity an unmowed vegetative buffer (native grasses and forbs) with a minimum width of 10 feet from the edge of the pond for the entirety of the pond edge on their parcel;
- Owners keep all portable landscape features out of the established vegetative buffer;
- Owners remove any non-native items or structures other than the deck from the City's easement area.

3. **HOLD HARMLESS AND INDEMNITY.** In consideration of being allowed to encroach on the City's easement area, Owners, their successors, heirs, and assigns, hereby agree to indemnify and hold the City harmless from any damage caused to the Subject Property, including the deck on the Subject Property, caused in whole or in part by the encroachment onto the City's easement area.

4. **TERMINATION OF AGREEMENT.** The City may terminate this Agreement at any time if it is reasonably necessary for the City to occupy the easement area for drainage or utility purposes and the deck is inconsistent with the City's use of the easement. Prior to termination, the City will give the then owner of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The property owner may be required to remove or re-locate that portion of the deck to the extent it impacts the easement area to the effective date of the termination of this Agreement. If the owner fails to do so, the City may remove the deck to the extent that it impacts the City's easement area and charge the cost of removal back to the owner for reimbursement.

5. **RECORDING.** This Agreement shall be recorded against the title to the Subject Property.

*(Remainder of Page Intentionally Left Blank.)
(Signature Pages To Follow.)*

CITY OF ELKO NEW MARKET

(SEAL)

BY: _____
Joe Julius, Mayor

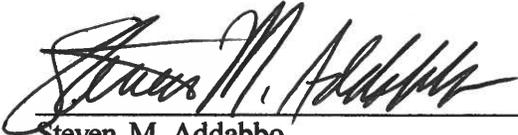
AND _____
Thomas Terry, Acting City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Joe Julius and by Thomas Terry, respectively the Mayor and Acting City Clerk of the City of Elko New Market, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

OWNERS:



Steven M. Addabbo



Lenae F. Addabbo

STATE OF MINNESOTA)
 Dakota)ss.
COUNTY OF ~~SCOTT~~)

The foregoing instrument was acknowledged before me this 17 day of May, 2019, by Steven M. Addabbo and Lenae . Addabbo, husband and wife.



NOTARY PUBLIC



DRAFTED BY:
CAMPBELL KNUTSON,
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

EXHIBIT "A"

Legal Description of Subject Property

Lot 9, Block 4, Boulder Pointe, Scott County, Minnesota, according to the recorded
plat thereof.

"Exhibit B"
 Depiction of Encroachment





STAFF MEMORANDUM

SUBJECT:	SMSC Donation for Trail Construction
MEETING DATE:	June 13, 2019
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	1. Adopt Resolution 19-30 Accepting Donation from the Shakopee Mdewakanton Sioux Community 2. Approve Intergovernmental Donation Agreement Between the Shakopee Mdewakanton Sioux Community and the City of Elko New Market

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND:

The City applied for a grant from the Shakopee Mdewakanton Sioux Community (SMSC) in January of 2019 for financial assistance to improve a segment of the bike/hike/running trail that would link the Woodcrest and Windrose 8th Addition neighborhoods together. Woodcrest Neighborhood Park is scheduled for a complete update in 2020, so the trail would allow approximately 180 Windrose 8th Addition households to have access to the upgraded park. In addition, the link would enable approximately 60 Woodcrest households to have greater access to the trail “spine” and the Pete’s Hill “Lookout” project. This important “link” enhances trail investment made by the 2 previous City/SMSC partnerships. The trail link will be completely handicapped accessible, as is this is a key goal for all trails in the City. Construction of this trail section will increase access to the City’s preeminent natural area – Pete’s Hill and an updated Woodcrest Park.

Based on preliminary engineering work, the construction cost is estimated to be \$22,780, so based on the local match requirement, the grant request is for \$18,224. The remaining \$4,556 will be covered by in-kind services and/or existing funds in the Parks Capital Improvement Program. The City will be responsible for any cost overruns on the project. The project would be included in the City’s 2019 Parks capital projects and would be completed by the 12/31/19 deadline. The first step is the approval of the attached Intergovernmental Donation Agreement between the two parties, so that Staff can begin implementing the project.

The project helps achieve the City’s Priority Goal – Enhancing the quality of life in the community through the improvement and expansion of the parks and trails system, recreational programming and cultural events.

The Intergovernmental Donation Agreement has been reviewed by the City Attorney. The City Attorney has recommended that a Donation Resolution be approved authorizing acceptance of the Intergovernmental Donation Agreement and its terms.

ACTION REQUESTED:

Motion to approve the attached Resolution Approving Intergovernmental Donation Agreement between the SMSC and the City of Elko New Market, Authorizing Signature of the Agreement, and Directing City Staff to begin implementation of the project.

Attachments:

- Resolution 19-30 Accepting Donation from the Shakopee Mdewakanton Sioux Community
- Intergovernmental Donation Agreement Between the Shakopee Mdewakanton Sioux Community and the City of Elko New Market

**CITY OF ELKO NEW MARKET
RESOLUTION NO. 19-30**

**RESOLUTION ACCEPTING DONATION FROM THE SHAKOPEE MDEWAKANTON SIOUX
COMMUNITY**

WHEREAS, The City of Elko New Market (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 Shakopee Mdewakanton Sioux Community (SMSC) has offered to contribute funds in the amount of \$18,224 to the City for completion of a trail segment from Windrose 8th Addition to the Woodcrest neighborhood;

WHEREAS, this donation has been contributed to be used by the City for a purpose that is both authorized by statute and serves a public purpose; and

WHEREAS, the City Council finds that it is appropriate to accept the donation offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ELKO NEW MARKET, MINNESOTA, AS FOLLOWS:

1. The donation described above is hereby accepted and shall be used for the construction of a trail segment between Windrose 8th Addition and the Woodcrest neighborhood.

Adopted by the Elko New Market City Council on the 13th day of June, 2019.

Approved:

Joe Julius, Mayor

Attested:

Tom Terry, City Clerk

**INTERGOVERNMENTAL DONATION AGREEMENT
BETWEEN
THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY
AND
THE CITY OF ELKO NEW MARKET**

This Intergovernmental Agreement is made this _____ day of _____, 2019, by and between the **Shakopee Mdewakanton Sioux Community**, a sovereign Indian Tribe, federally recognized and organized under the Indian Reorganization Act of 1934, 25 U.S.C. § 476 (hereinafter the “Community”) and the **City of Elko New Market**, a municipal corporation in Scott County, Minnesota (hereinafter the “City”).

WHEREAS, the Community has donated to the City funds in the amount of \$18,224; and

WHEREAS, the City has agreed to use the donated funds for the construction of the Windrose Woodcrest Trail Connection Exhibit A; and

WHEREAS, the Community and the City seek to set forth their understanding relating to said donation and its use.

NOW THEREFORE, for and in consideration of the mutual undertakings, covenants and agreements of the parties herein set forth, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Donation.** The Community has made a cash donation to the City in the amount of \$18,224.
2. **Use of Donation.** The City agrees to use the funds to construct the Windrose Woodcrest Trail Connection as shown on attached Exhibit A (the “Project”). The trail shall be constructed in accordance with the City’s trail standards. The City further agrees to be solely responsible for the continued maintenance of the trail.
3. **Distribution of Donation.** The City agrees to submit invoices and documentation of work completed to the Community for reimbursement up to the donation amount.
4. **Refund.** If, upon completion of the Project, the City has not expended all of the donated funds, the City shall refund such excess funds to the Community within 30 days of the completion of the Project. If the City fails to construct the trail, the entire amount shall be reimbursed to the Community without undue delay.
5. **Indemnity.** Except for the donation by the Community for the Project, the Community shall bear no responsibility for the Project and the City hereby agrees to fully defend, indemnify and hold harmless the Community and all of the Community’s departments, agencies, officers, agents, and/or employees from all claims, losses, suits, damages, liabilities and expenses of whatever kind or nature, including reasonable attorney’s fees, arising out of or resulting in any way from any negligent, reckless or intentional act, error, omission or mistake and/or strict liability of the City, its departments, agencies,

officers, agents, employees, contractors and/or anyone for whose acts the City is legally liable and arising out of or relating to the Project or the performance by the City of this Agreement.

6. ***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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Shakopee Mdewakanton Sioux Community

By: _____
Charles Vig, Tribal Chairman

Date: _____

City of Elko New Market

By: _____
Joe Julius, Mayor

Date: _____

By: _____
Thomas Terry, City Administrator

Date: _____

Exhibit A

ELKO NEW MARKET SMSC TRAILS GRANT APPLICATION NARRATIVE

Project Location:

After the cities of Elko and New Market merged effective January 1, 2007, one of the first goals outlined for the new community was the completion of a comprehensive Park and Trail Plan. In the Plan approved unanimously by the City Council was a recommendation to connect the two former cities by a paved bike/hike/running handicapped accessible trail "spine" that stretches over four miles from Windrose Park on the Elko Side to Wagner Park on the New Market side. In addition to the symbolic tying together two cities that had been apart for nearly 75 years, the bike/hike/running trail is intended to link each existing neighborhood in both cities together to foster a sense of community, as well as provide safe access to the cities two major, community parks for families. From this "spine", there are paved bike/hike/running trail segments to most of the neighborhood park in the newly-formed city contributing to the City's efforts to promote wellness programming to residents. Overall, the intent is to provide a safe pedestrian, biking trail for a family living on the Elko side near Windrose Park to go to the Summer Movies and Music in Wagner Park series without getting in a car and vice versa for the summer recreational programs at Windrose Park.

The only remaining link to complete this "spine" was a 300-foot segment from the bottom of Pete's Hill to the trail through the Boulder Pointe Addition along Xerxes Avenue, which the previous SMSC Trail Grant enabled the City to complete in 2014. In addition, remaining funds from that grant enabled the City to complete a trail from the "spine" to the top of Pete's Hill, which includes links to the highest point in Scott County, a geological marker, interpretive signage and a viewing area for observation. We celebrated the completion with the SMSC Summer, 2018. We thank the SMSC for their past generous assistance for completing the city's paved trail "spine".

The proposed project will continue this past partnership in the City's trail system by the SMSC by linking 2 neighborhoods with a 450- foot paved segment that will enable the Windrose 8th Addition residents to a scheduled neighborhood park renovation and allowing Woodcrest Addition residents easier access to the Pete's Hill "Lookout" and the City's trail "spine". See Attachment File #1 – Community Context – that shows the location of the project and its importance to the overall trail system.

Project Description

This grant request is for financial assistance to complete another segment of the bike/hike/running trail "spine", which would link the Woodcrest and Windrose 8th Addition neighborhoods together. Woodcrest Neighborhood Park is scheduled for a complete update this Fall, so the trail would allow approximately 180 Windrose 8th Addition households to have

access to the upgraded park. In addition, the link would enable approximately 60 Woodcrest households to have greater access to the trail "spine" and the Pete's Hill "Lookout" project.

The preliminary engineering work – File Attachment #2 shows the cost estimates for the trail link – the construction cost is around \$25,000, so the grant request is for \$20,000. The remaining \$5,000 will be covered by in-kind services and/or existing funds in the Parks Capital Improvement Program. The City will be responsible for any cost overruns on the project. The project would be included in the City's 2019 Capital Improvements Program and would be completed by the 12/31/19 deadline, as it is "shovel ready" for construction now.

Project Need

The proposed "link" would offer a way for residents to safely bike/hike from the southern part of the entire Windrose neighborhood to access Pete's Hill without needing to bike/hike along traffic heavy Xerxes Avenue and Windrose Curve. This important "link" enhances trail investment made by the 2 previous City/SMSC partnerships.

As with all the bike/hike/running trail "spine", the trail link will be completely handicapped accessible, as is this is a key goal for all trails in the City.

Construction of this trail section will increase access to the City's preeminent natural area – Pete's Hill and an updated Woodcrest Park.

Attachment File #2 – Neighborhood Context - shows visual confirmation of this trail segment and the increased connectivity to the main trail "spine".

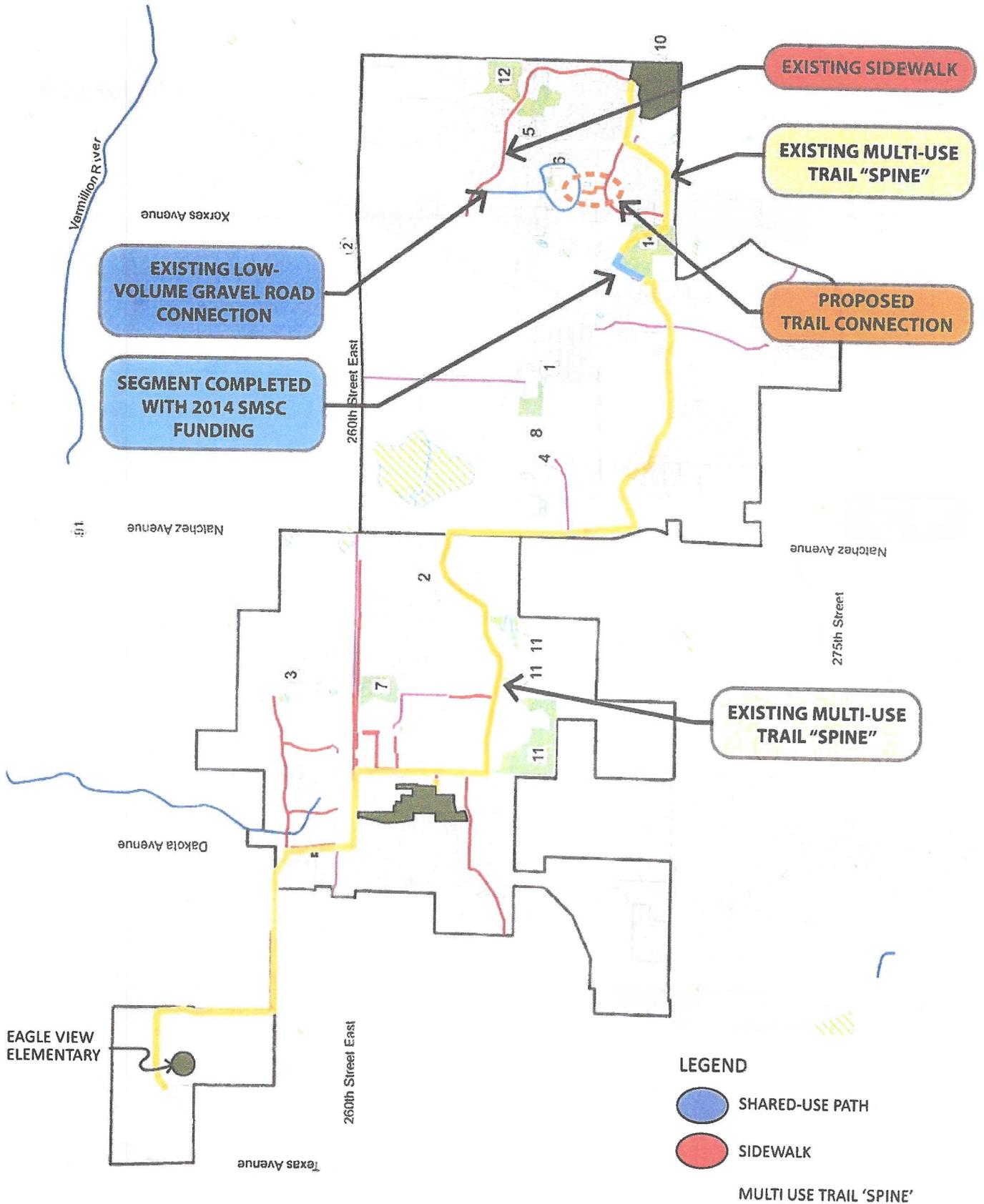
Volunteer Involvement

The project will be administered by the Elko New Market Parks Commission, which is made up of 5 citizens that provides advice to the City Council on park and trail matters.

It is anticipated that Eagle Scout candidates from Elko New Market's two area Boy Scout Troops will provide a bench for resting, as they have for much of the City's bike/hike/running trail "spine".

We thank SMSC for the opportunity to submit this grant application and look forward to your involvement in our community effort to improve our bike/hike/running trail "spine" by adding a vital "link" to further connect Elko New Market residents to city parks and trails.

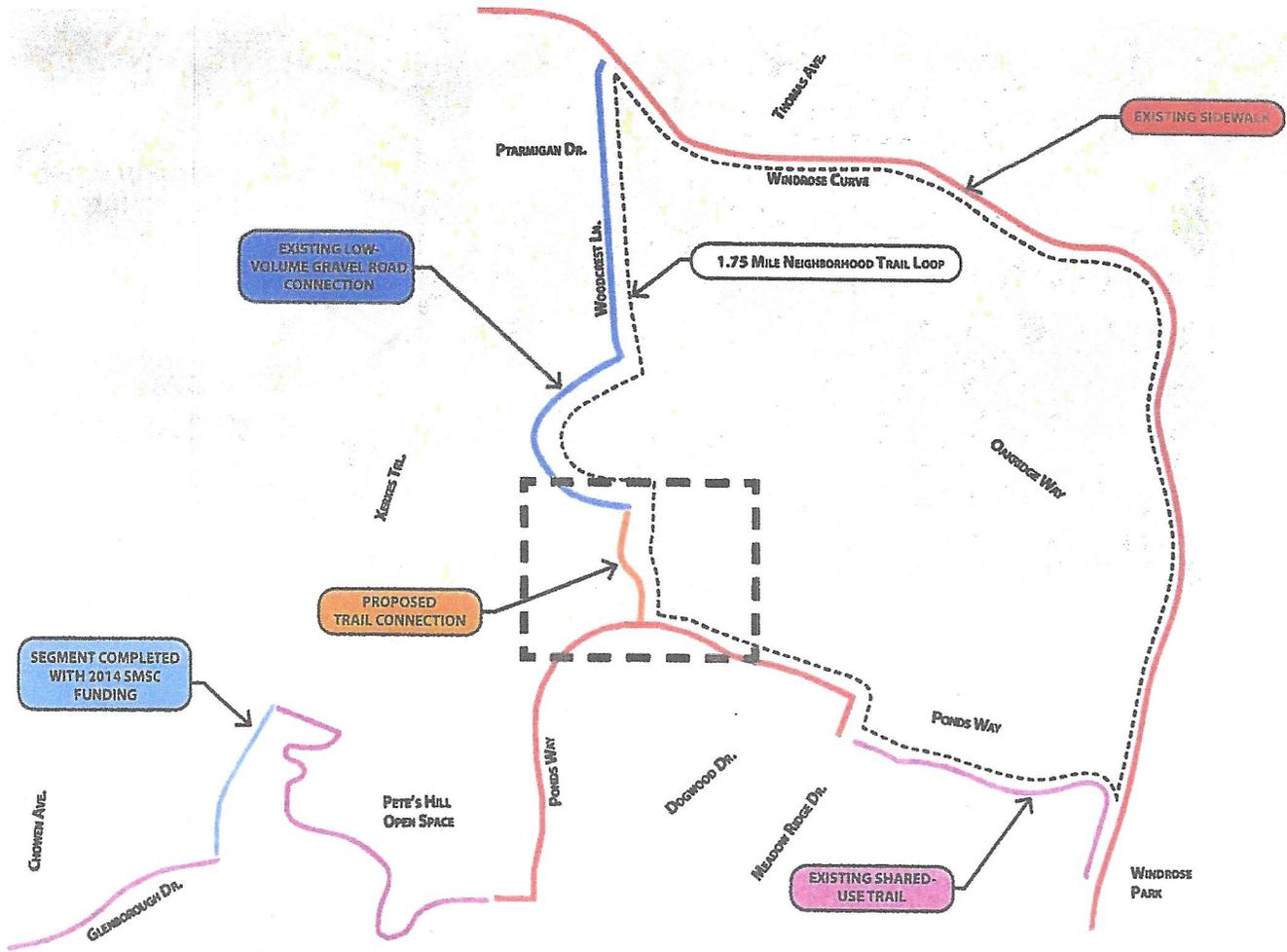
COMMUNITY CONTEXT



ELKO-NEW MARKET PROPOSED WINDROSE-WOODCREST TRAIL CONNECTION



NEIGHBORHOOD/SITE CONTEXT



ELKO-NEW MARKET
 PROPOSED WINDROSE-WOODCREST TRAIL CONNECTION



COST ESTIMATE

WINDI OSE-WOODCREST TRAIL CONNECTION
CITY OF ELKO NEW MARKET, MN

1/25/2019

ITE I NO.	BID ITEM	UNIT OF MEASURE	ESTIMATED PRICE UNIT	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST
1	3" DEPTH BITUMINOUS TRAIL W/ 6" AGG. BASE (10' WIDE)	SY	\$22.00	270	\$ 5,940
2	BITUMINOUS TRAIL RESURFACING + 2' WIDENING (10' WIDE TRAIL)	SY	\$22.00	140	\$ 3,080
3	SELECTIVE TREE REMOVAL	LS	\$3,000.00	1	\$ 3,000
4	GRADING	LS	\$3,000.00	1	\$ 3,000
5	TURF RESTORATION (SOD)	SY	\$7.00	300	\$ 2,100
6	EROSION CONTROL (SEDIMENT LOG)	LF	\$4.00	250	\$ 1,000
7	WAYFINDING SIGNAGE	EA	\$1,000.00	1	\$ 1,000
8	LIMITED ACCESS GATES	EA	\$1,500.00	2	\$ 3,000
PROJECT TOTAL					\$ 22,120



STAFF MEMORANDUM

SUBJECT:	Snowmobile Trail Permit
MEETING DATE:	June 13, 2019
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	1. Adopt Resolution 19-32 Approving Snowmobile Trail Permit in order to grant permission for the Lakeville SnoTrackers, Inc to use City property for the Elko New Market snowmobile trail. 2. Authorize the Assistant City Administrator to sign the Snowmobile Trail Permit.

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

The Lakeville Sno-Trackers, Inc., working with the Elko New Market Snomads Snowmobile Club, is proposing a route from the Elko New Market city boundary to CSAH 91 that would connect with Downtown Elko New Market and snowmobile trails to the west.

DISCUSSION

As three pieces of the snowmobile route cross City-owned property, they are requesting City Council to permit them to use the property for the purpose of the snowmobile trail (Exhibit B in Resolution). They can obtain permission by Resolution from the City for the property for that use, which also enables the Assistant city Administrator to sign the needed Snowmobile Trail Permit for filing with the State. It should be noted that the Sno-Trackers have the necessary signed permission forms from the private property owners along the route. The Sno-Trackers will maintain and fence where needed for the trail. It is used only from December 1 to March 31 each year and the City is not liable for any accidents or injuries by snowmobiles using the trail.

The City Council is being asked to adopt Resolution 19-32 Approving Snowmobile Trail Permit in order to grant permission for the Lakeville SnoTrackers, Inc to use City property for the Elko New Market snowmobile trail. And, authorize the Assistant City Administrator to sign the Snowmobile Trail Permit.

Attachment:

- Resolution No.19-32 Approving Snowmobile Trail Permit

**CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA
RESOLUTION NO. 19-32**

RESOLUTION APPROVING SNOWMOBILE TRAIL PERMIT

WHEREAS, the City owns real property legally described in Exhibit A attached hereto (“City Property”);

WHEREAS, Sno-Trackers, Inc., a snowmobile club operating within the City of Elko New Market, (“Club”) has requested that the City issue to the Club a Snowmobile Trail Permit for the City Property in the located identified in Exhibit B (the “Trail”);

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Elko New Market, Minnesota that a Permit for the City Property for the Trail is hereby approved for the Club, conditioned upon compliance by the Club and its members with federal, state and local laws.

APPROVED AND ADOPTED this 13th day of June 2019.

CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Mayor

ATTEST:

Thomas Terry, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

Outlot A, Boulder Heights, Scott County, Minnesota, according to the recorded plat thereof;
PID: 230610540

AND

Outlot B, Boulder Heights 2nd Addition Scott County, Minnesota, according to the recorded plat thereof;
PID: 230410490

AND

The vacated railroad right of way in the South ½ of Section 27, Township 113, Range 21, lying north of the easterly extension of the south line of 2nd Avenue.
PID: 239270200

EXHIBIT B
TRAIL DEPICTION

Property Card

Parcel ID Number **230610540**

Taxpayer Information

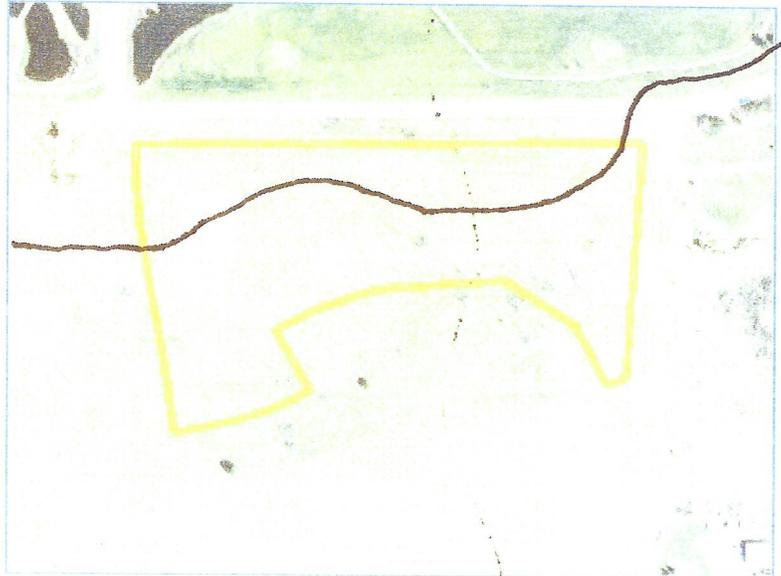
Taxpayer Name
ELKO NEW MARKET CITY OF

Mailing Address
**PO BOX 99
ELKO, MN 55020**

Property Address

Address

City



Parcel Information

Uses
958 Muni Srvc Other

Calculated Acres **6.40**
Deeded Acres **6.42**
Plat **BOULDER HEIGHTS**
Lot **O-L**
Block **00A**

Legal Description **Block 00A Lot O-L SubdivisionCd 23061 SubdivisionName BOULDER HEIGHTS**
Legal Description2

Building Information

Building Style	AGLA (Sq Ft)	0	Bedrooms	0	
Year Built	0	Garage Size (Sq Ft)	0	Bathrooms	0.00
Model Desc	Basement Size (Sq Ft)	0	Basement Finish (Sq Ft)	0	

Miscellaneous Information

School District	Taxing District Code	Homestead Status	Green Acres	Ag Preserve
ISD 0194 LAKEVILLE	1804	N	N	N

Assessor Information

Estimated Market Value	2017 Values (Payable 2018)	Last Sale
Land	\$58,000.00	Date of Sale 01/01/1900
Improvement	\$0.00	Sale Value \$0.00
Total	\$58,000.00	



Property Card

Parcel ID Number **239270200**

Taxpayer Information

Taxpayer Name
ELKO NEW MARKET CITY OF

Mailing Address
**PO BOX 99
ELKO, MN 55020**

Property Address

Address

City



Parcel Information

Uses
958 Muni Srvc Other

Calculated Acres **4.57**
Deeded Acres **4.66**
Plat
Lot
Block

Legal Description **Section 27 Township 113 Range 021**
Legal Description2 **VACATED RR ROW IN S1/2 LYING N OF E EXT OF S LINE OF 2ND AVE**

Building Information

Building Style	AGLA (Sq Ft)	0	Bedrooms	0	
Year Built	0	Garage Size (Sq Ft)	0	Bathrooms	0.00
Model Desc	Basement Size (Sq Ft)	0	Basement Finish (Sq Ft)	0	

Miscellaneous Information

School District	Taxing District Code	Homestead Status	Green Acres	Ag Preserve
ISD 0194 LAKEVILLE	1804	N	N	N

Assessor Information

Estimated Market Value	2017 Values (Payable 2018)	Last Sale
Land	\$1,500.00	Date of Sale 01/01/1900
Improvement	\$0.00	Sale Value \$0.00
Total	\$1,500.00	



Property Card

Parcel ID Number **230410490**

Taxpayer Information

Taxpayer Name
ELKO NEW MARKET CITY OF

Mailing Address
**PO BOX 99
ELKO, MN 55020**

Property Address

Address

City



Parcel Information

Uses
958 Muni Srvc Other

Calculated Acres **3.67**
Deeded Acres **0.00**
Plat **BOULDER POINTE 2ND ADDN-MERGED W/MNC**
Lot **O-L**
Block **00B**

Legal Description **Section 27 Township 113 Range 021**
Legal Description2 **SubdivisionName BOULDER POINTE 2ND ADDN-MERGED W/MNC Lot O-L Block 00B
SubdivisionCd 23041**

Building Information

Building Style **AGLA (Sq Ft) 0 Bedrooms 0**
Year Built **0 Garage Size (Sq Ft) 0 Bathrooms 0.00**
Model Desc **Basement Size (Sq Ft) 0 Basement Finish (Sq Ft) 0**

Miscellaneous Information

School District	Taxing District Code	Homestead Status	Green Acres	Ag Preserve
ISD 0194 LAKEVILLE	1804	N	N	N

Assessor Information

Estimated Market Value	2017 Values (Payable 2018)	Last Sale
Land	\$5,500.00	Date of Sale 01/01/1900
Improvement	\$0.00	Sale Value \$0.00
Total	\$5,500.00	





STAFF MEMORANDUM

SUBJECT:	CSAH 2 & 91 Roundabout Cooperative Agreement
MEETING DATE:	June 13, 2019
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Approve Construction Cooperative Agreement for the CSAH 2 & 91 Roundabout Project

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

Scott County has been awarded federal funding for up to 90% of eligible project costs to construct a roundabout at the CSAH 2 & 91 intersection. There has been an understanding between the City of Elko New Market and Scott County that the City would be the lead agency in planning for and funding the roundabout improvement project. The County's primary involvement was the preparation of the grant application. The County has recently decided to take over construction oversight on the project. This relieves the City of costs and responsibilities associated with bidding the project, construction observation and inspection, and material testing.

Attached is a Construction Cooperative Agreement which outlines the roles and responsibilities of each agency and also cost participation related to the project. Key points contained in the agreement are:

- City will prepare and pay for construction plans and specifications for the project.
- County shall advertise for bids for the construction of the project and enter into a contract with the successful bidder.
- County shall perform and absorb costs for inspections and material testing during construction of the project.
- County will contribute \$178,000 towards construction of the trail; the City shall pay the remainder of the trail construction costs.
- Federal funding will be used to finance 90% of the project costs, up to \$1.98 million. The City will provide the required 10% match and all other construction costs not financed with federal funds.
- County shall be responsible for coordinating the federal aid grant reimbursements.
- City shall pay the County an administrative fee of 3% to the County of the final construction costs as payment for contract administration.
- City shall deposit with the County 100% of the project contract price within 90 days after award of the contract (minus County contribution to trail).
- City to provide right-of-way needed for the project.
- County shall maintain roundabout lighting; City shall maintain corridor lighting.
- City to maintain stormwater pond and may alter pond for future development.
- City to maintain trails and sidewalks.

CITY ATTORNEY RECOMMENDATION:

The City Attorney has reviewed the attached Construction Cooperative Agreement and is recommending approval of its adoption.

REQUESTED COUNCIL ACTION:

Approve Construction Cooperative Agreement for the CSAH 2 & 91 Roundabout Project between the City of Elko New Market and Scott County.

Attachments:

Cooperative Construction Agreement - CSAH 2 and CSAH 91 Roundabout

CONSTRUCTION COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this ___day of ___, 2019, by and between the **County of Scott**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "**County**" and the **City of Elko New Market**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "**City**".

RECITALS:

- A. The City seeks to improve the intersection of County Highway 2 (CH 2) and County Highway 91 (CH 91) from a two way stop controlled intersection to a roundabout as shown on the City Engineer's preliminary plans for County Project No. SP 070-602-022 which improvement contemplates and includes grading, aggregate base, bituminous paving, curb and gutter, storm sewer, ponding, lighting, trails, pedestrian ramps including ADA accommodations, signage, utility relocation and other items that may include longitudinal decorative street lighting and other related improvements (hereinafter referred to as the "Project").
- B. The County, on behalf of the City, applied for and received federal Highway Safety Improvement funding for the Project in federal program year 2020 totaling One Million Nine Hundred Thousand Dollars and no cents (\$1,900,000.00).
- C. The City is not a Municipal State Aid City and as such, the Minnesota Department of Transportation (MnDOT) requires design and construction of federally funded projects in local non state aid jurisdictions be under the oversight of the County Engineer.
- D. The City, with the County Engineer's oversight, has hired a qualified consulting engineer to prepare plans, specifications and cost estimates for the Project, which will satisfy the MnDOT requirements.
- E. The above described Project lies within the corporate limits of the City.
- F. It is contemplated that the Project shall be carried out by the parties under the provisions of Minn .Stat. Sec. 162.17, subd. 2.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals above are incorporated herein.

2. The City shall prepare the proposal including all plans, specifications and identifying right of way acquisition needed for the Project in a timely manner consistent with State Aid and Federal Aid funding requirements.
3. The City has prepared a preliminary estimate of quantities and unit prices of material and labor for the above described Project and an estimate of the total cost for contract work in the sum of Two Million Eight Hundred Ten Thousand Dollars and no cents (\$2,810,000.00). A copy of said estimate (marked **Exhibit "B"**) is attached hereto and made a part hereof. It is further specifically agreed that the estimate referred to in this agreement is only a preliminary estimate of the construction cost.
4. The County shall advertise for bids for the work and construction of Project No. SP 070-602-022, receive and open bids pursuant to said advertisement and enter into a contract ("Contract") with the successful bidder at the unit prices specified in the bid of such bidder, according to law in such case provided for counties. The Contract will include the plans and specifications prepared by the City and approved by the County. The City shall provide concurrence with the bid and authorization to proceed to construction, prior to commencing construction.
5. County shall have overall authority to administer the Contract and inspect the construction of the Contract work for the Project. County, after reviewing and consulting with the City Engineer, shall have ultimate authority in initiating and determining change orders, supplemental agreements and final quantities. The City Engineer shall cooperate with the County Engineer and his staff at their request to the extent necessary, but shall have no other responsibility for the supervision of the work other than the City's longitudinal decorative street lighting and utility work which is included in the Project. The City Engineer will be responsible for preparing and providing updated plan sheets with changes deemed necessary by the County Engineer during construction.
6. County and City funding will be used to finance construction of trails included in the project. The County will contribute a lump sum of One Hundred Seventy-Eight Thousand Dollars and no cents (\$178,000) for the trail. The City will be responsible for all other trail costs not financed with County or federal funds.
7. Federal funding will be used to help finance construction of the Project. Federal funds will be used to finance ninety percent (90%) of eligible costs of construction up to a maximum federal contribution of One Million Nine Hundred Eighty Thousand Dollars and no cents (\$1,980,000.00). The City will be responsible to provide the ten percent (10%) local match for the eligible construction costs and all other construction costs not financed with federal funds except as specially set out otherwise herein.

8. The County shall coordinate with the Minnesota Department of Transportation on federal reimbursements and make payments to the contractor on behalf of the City. The unit prices set forth in the Contract and the final quantities as measured by the County Engineer shall govern in computing the total final contract construction cost for apportioning the cost of the Project.

9. In addition to payment of the City's proportionate share of the contract construction cost, the County and the City further agree the City will arrange and directly pay for engineering consultant services needed for the Project, which includes all actual costs of planning, design and preparation of plans and specifications. The County and City further agree the County will absorb the costs of construction engineering services, which includes the complete staking, inspection, testing and supervision of the construction.

10. The Parties further agree that City shall pay the County an amount equal to three percent (3%) of the final construction costs as payment for Contract Administration services for the Project.

11. The City shall, based on the Contract price, deposit with the Scott County Treasurer one hundred percent (100%) of the City's share of the construction costs and Contract administration costs minus the County's contribution for the trail as partial payment of its total costs. City payment to the County may be made upon City receipt of bonding funds, but full payment of the City's share of all costs shall be provided within ninety (90) days after award of Contract.

12. The final amount of the City's cost of the Project shall be determined upon completion of the Project and any amount remaining due to the County shall be reflected in the County's final, itemized, statement of the Project costs submitted to the City. In the event the initial payment exceeds the City's share of these final costs, such overpayment shall be returned to the City by the County.

13. The County Engineer shall prepare monthly progress reports as provided in the specifications. A copy of these reports shall be furnished to the City.

14. Since each party is a political subdivision of the State of Minnesota, each party shall maintain general liability and automobile liability coverage protecting itself, its officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. Sec. 466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

15. All records kept by the City and the County with respect to the Project shall be subject to examination by the representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the activities of the County or City pursuant to this Agreement shall be governed by Minnesota

Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

16. In the event a dispute arises, the County and City agree that all disputes between them arising out of or relating to this Agreement shall be submitted, upon agreement of both parties, to mediation, with the cost being shared equally.

17. County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highway included in the Project for any installation of underground utilities which would be considered as new work; service cuts shall be allowed for the maintenance and repair of any existing underground utilities.

18. City further agrees to provide any and all permanent or temporary right-of-way at no cost to the County on property owned by the City and needed by Scott County for the completion of the Project.

19. The County shall maintain the lighting needed for the safe operation of the roundabout, including the luminaire and all its components and the power cost to operate, at the sole cost and expense of the County. The City shall maintain the longitudinal decorative street lighting, including the luminaire and all its components and the power cost to operate, at the sole cost and expense of the City.

20. Initial pavement striping and markings shall be included as part of the Project. The County shall be responsible for all subsequent pavement striping and markings on its county roads as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs. The City shall be responsible for all subsequent striping and markings on its city roads, including pedestrian markings across its roadways, as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs.

21. Upon completion of the Project, the City, at its expense, shall maintain all sanitary and storm sewer appurtenances, including all stormwater quality, rate control, and volume control features such as ponds and infiltration basins. All future maintenance of the stormwater features shall be the responsibility of the City. The City may in the future alter the stormwater quality, rate control, and volume control features to accommodate future development as long as County drainage is maintained.

22. Upon completion of the Project, the City, at its expense, shall maintain all trail and sidewalks constructed with the Project including snow, ice control and debris management.

23. A future County Global Maintenance Agreement, upon execution, may supersede maintenance responsibilities stated in this Agreement.

24. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.

25. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.04 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statute Section 471.59, Subdivision 1(a) as a single governmental unit.

26. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.

27. The provisions of Minn. Stat. Sec. 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination and the affirmative action policy statement of Scott County shall be considered a part of this Agreement as though fully set forth herein, including Exhibit A, which is attached and hereby incorporated.

28. Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and City pursuant to this Agreement shall be subject to examination by the County,

City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the County and City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County or City notifies each party in writing that the records no longer need to be kept.

29. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

30. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

31. The County's Authorized Agent for the purpose of the administration of this Agreement is Lisa Freese, Transportation Services Director or her successor. Her current address and phone number are Scott County Highway Department, 600 Country Trail East, Jordan, MN 55352, (952) 496-8363.

32. The City's Authorized Agent for the purpose of the administration of this Agreement is Thomas Terry, City Administrator, or his designee. His current address and phone number is 601 Main Street, Elko New Market, MN 55054, (952) 461-2777. Any change in name, address, or telephone shall be noticed to the other party.

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF Elko New Market

(SEAL)

By _____

Joe Julius, Mayor

And _____

Thomas Terry, City Administrator

Date _____

Date _____

COUNTY OF SCOTT

ATTEST:

By _____

**Lezlie Vermillion, County Administrator
Board**

Date _____

By _____

Barb Weckman Brekke, Chair of Its County

Date _____

**Upon proper execution, this agreement
will be legally valid and binding.**

RECOMMEND FOR APPROVAL:

By _____

Jeanne Andersen, Assistant County Attorney

Date _____

By _____

Anthony J. Winiecki, County Engineer

Date _____

EXHIBIT A

POLICY STATEMENT

It is the policy of Scott County Government to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A.

Scott County will not engage in any employment practices which discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Further, Scott County fully supports incorporation of nondiscrimination rules and regulations into contracts and will commit the necessary time and resources to achieve the goals of Equal Employment Opportunity.

Any employee of the County who does not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor of the County not complying with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A, will be subject to appropriate contractual sanctions.

Scott County has designated the Employee Relations Director as the manager of the Equal Opportunity Program. These responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this program, as required by Federal, State, and local agencies. The Scott County Administrator will receive and review reports on the progress of the program. If any employee or applicant for employment believes he or she has been discriminated against, please contact the Scott County Employee Relations Director, Scott County Employee Relations, Government Center Room 201, 200 Fourth Avenue West, Shakopee, Minnesota 55379-1220, or call (952) 496-8103.

 1-8-19

Leslie A. Vermillion Date
Scott County Administrator

 1-8-19

Barb Weckman Brekke Date
Chair, Board of Commissioners

EXHIBIT B

Preliminary Design Opinion of Probable Cost

CSAH 2 / CSAH 91 Roundabout

Elko New Market & Scott County

Item	Unit	Total Qty	Unit Price	Total Cost
MAJOR ROADWAY AND TRAIL				
REMOVE BITUMINOUS PAVEMENT	SY	18 000	\$ 2.00	\$ 36 000
REMOVE CURB & GUTTER	LF	2 100	\$ 5.00	\$ 11 000
SAWING BITUMINOUS PAVEMENT FULL	LF	320	\$ 3.00	\$ 1 000
EXCAVATION - COMMON	CY	2 940	\$ 10.00	\$ 29 000
COMMON EMBANKMENT (CV)	CY	11 000	\$ 12.00	\$ 132 000
AGGREGATE BASE (CV) CLASS 5	CY	2 300	\$ 34.00	\$ 78 000
SELECT GRANULAR (CV)	CY	3 900	\$ 15.00	\$ 59 000
TYPE SP BITUMINOUS MIX (ROAD -	TON	1 580	\$ 78.00	\$ 123 000
TYPE SP BITUMINOUS MIX (ROAD - NON	TON	950	\$ 72.00	\$ 68 000
TYPE SP BITUMINOUS MIX (TRAIL)	TON	40	\$ 72.00	\$ 3 000
4" CONCRETE WALK/MEDIAN	SF	16 000	\$ 5.00	\$ 80 000
6" CONCRETE PAVEMENT	SF	5 400	\$ 8.00	\$ 43 000
TRUNCATED DOMES	SF	320	\$ 48.00	\$ 15 000
CURB AND GUTTER DESIGN B412	LF	380	\$ 27.00	\$ 10 000
CURB AND GUTTER DESIGN B624	LF	12 400	\$ 22.00	\$ 273 000
CURB AND GUTTER DESIGN D424	LF	390	\$ 23.00	\$ 9 000
Subtotal			\$	970 000
OTHER ROADWAY ITEMS				
DRAINAGE	LS	1	\$ 175 000.00	\$ 180 000
LIGHTING	LS	1	\$ 80 000.00	\$ 80 000
UTILITIES	LS	1	\$ 110 000.00	\$ 110 000
Subtotal			\$	370 000
PERCENTAGE ITEMS				
MOBILIZATION		5%	of all	\$ 70 000
MISC REMOVALS (SIGNS, TREES, ETC.)		10%	of all	\$ 130 000
SIGNING & PAVEMENT MARKINGS		2%	of all	\$ 30 000
TURF ESTABLISHMENT AND EROSION		5%	of all	\$ 70 000
TRAFFIC CONTROL		5%	of all	\$ 70 000
CONTINGENCY FOR MISSING ITEMS		20%	of all	\$ 270 000
Subtotal			\$	640 000
Construction Cost (2020 Dollars)				\$ 1,980,000
Estimated Federal Fund Cost Share				\$1,782,000
Estimated City Cost Share				\$198,000

Preliminary Design Opinion of Probable Cost

CSAH 2 and 91 Multi-Purpose Trails

Elko New Market & Scott County

Item	Unit	Total Qty	Unit Price	Total Cost
MAJOR TRAIL ITEMS				
EXCAVATION - COMMON	CY	2170	\$ 10.00	\$ 21,700
COMMON EMBANKMENT (CV)	CY	5100	\$ 12.00	\$ 61,200
AGGREGATE BASE (CV) CLASS 5	CY	1030	\$ 34.00	\$ 35,020
TYPE SP BITUMINOUS MIX (TRAIL)	TON	780	\$ 72.00	\$ 56,160
6" CONCRETE PAVEMENT	SF	690	\$ 8.00	\$ 5,520
TRUNCATED DOMES	SF	80	\$ 48.00	\$ 3,840
Subtotal			\$	183,440
PERCENTAGE ITEMS				
MOBILIZATION		5%	of all	\$ 9,200
MISC REMOVALS (SIGNS, TREES, ETC.)		10%	of all	\$ 18,300
SIGNING & PAVEMENT MARKINGS		2%	of all	\$ 3,700
TURF ESTABLISHMENT AND EROSION		5%	of all	\$ 9,200
TRAFFIC CONTROL		5%	of all	\$ 9,200
CONTINGENCY FOR MISSING ITEMS		20%	of all	\$ 36,700
Subtotal			\$	86,300
Construction Cost (2020 Dollars)				\$ 269,740
Anticipated Right-of-Way Cost (2020 Dollars)				\$ 147,000
Total Cost (2020 Dollars)				\$ 416,740



STAFF MEMORANDUM

SUBJECT:	Acquisition of Easements Related to CSAH 2 & 91 Roundabout Project - KL Group
MEETING DATE:	June 13, 2019
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Authorize Payment to KL Group, LLC for Easements Related to CSAH 2 & 91 Roundabout Project

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

In February of 2019, the City Council approved a Joint Powers Agreement (JPA) with Scott County regarding the CSAH 2 & 91 roundabout project. The JPA designated the City of Elko New Market as the lead agency to acquire right-of-way for the project and also identified the City as being responsible for the cost of any needed acquisitions. Following approval of the JPA, the City of Elko New Market entered into a Professional Services Agreement with SRF Consulting, allowing SRF to act as the City's right-of-way agent for the project.

Bolton & Menk has identified a need for 21,587 square feet of permanent easement area and 9,313 square feet of temporary construction easement area needed from the KL Group property located at the southeast corner of CSAH 2 and 91. The City Attorney's Office prepared both a Highway Easement and Temporary Construction Easement which convey the necessary easement area to Scott County.

The property owner signed the easements and agreed to compensation of \$5 per square foot for the permanent easement area, totaling \$107,935, and compensation of \$0.50 per square foot for the temporary easement area, totaling \$4,656.50. They have also waived their right to an appraisal. Based on recent sales of commercially zoned property, specifically the property where the Elko New Market Retail Center is located, City staff believes that \$5 per square foot is a fair value for the easement acquisition. The referenced comparable property sold for \$4.70 per square foot in September of 2017.

SRF has worked with the property owner representative to ensure that the easement acquisition process complies with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as well as all State and Federal guidelines, and is recommending that the City Council approve the Memorandum of Agreement and Payment Authorization with KL Group, LLC.

CITY ATTORNEY RECOMMENDATION:

The City Attorney has prepared the necessary easement documents, has reviewed the information from SRF Consulting, and has no objection the City Council approving the Memorandum of Agreement and Payment Authorization with KL Group, LLC.

REQUESTED COUNCIL ACTION:

The City Council is being asked to approve the Memorandum of Agreement between KL Group, LLC and the City of Elko New Market, and to approve the Payment Authorization in the amount of \$112,591.50 subject to mortgage holder consent.

Attachments:

SRF correspondence which includes:

- Memorandum of Agreement
- Payment Authorization



ENGINEERS
PLANNERS
DESIGNERS

March 18, 2019

KL Group LLC
Attn: Alan Vanasek
1660 Atwater Path
Inver Grove Heights, MN 55077

SRF No. 12460.0290

SUBJECT: OFFER TO ACQUIRE
CSAH 2 AND CSAH 91 ROUNDABOUT PROJECT
PROPERTY ADDRESS: ELKO NEW MARKET, MN
PARCEL No.: C

Dear Mr. Vanasek:

As you may be aware, The City of Elko New Market will be constructing a roundabout at the intersections of Scott County Highways 2 and 91. This letter constitutes the City's formal offer for the acquisition of the necessary land rights. The City of Elko New Market hereby offers all parties who may have an interest in the real estate to be acquired the sum of **\$112,591.50**. Attached to this letter is a *Value Calculation* setting out the basis for this offer.

The City of Elko New Market previously, or with this offer, has provided you with a copy of "*Acquisition Information for Property Owners*" brochure.

If you accept the offer, the parcel will be acquired by direct purchase and you will be paid upon satisfactory evidence of marketable title.

It is our understanding that you have agreed to the value of the necessary acquisition with the City. And as such an appraisal will not be completed for this parcel. With this offer we have included an Appraisal Waiver for your review. This is to document that you were aware of your right to receive an offer based on an appraisal and that you waived your right to this action.

Your signature on this OFFER TO ACQUIRE is only for the verification that such an offer has been made to you and verification that the "*Acquisition Information for Property Owners*" brochure has been received by you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer.

www.srfconsulting.com

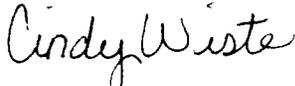
One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

On behalf of The City of Elko New Market, we wish to thank you for your cooperation and assistance and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,

SRF CONSULTING GROUP, INC.



Cindy Wiste
Senior Associate

Attachments

ACKNOWLEDGMENT OF RECEIPT OF OFFER

I CERTIFY THAT on 23 day of April, 2019, this *Offer to Acquire* and *Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge the receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.

Owner(s)
KL Group LLC

By: Karen Janasak

Its: Manager



SRF No. 12460.0290

VALUE CALCULATION

THE CITY OF ELKO NEW MARKET
CSAH 2 AND CSAH 91 ROUNDABOUT PROJECT

Parcel No.: C
Fee Owners: KL Group LLC

Legal Description of property to be acquired:

See Attached Exhibit A

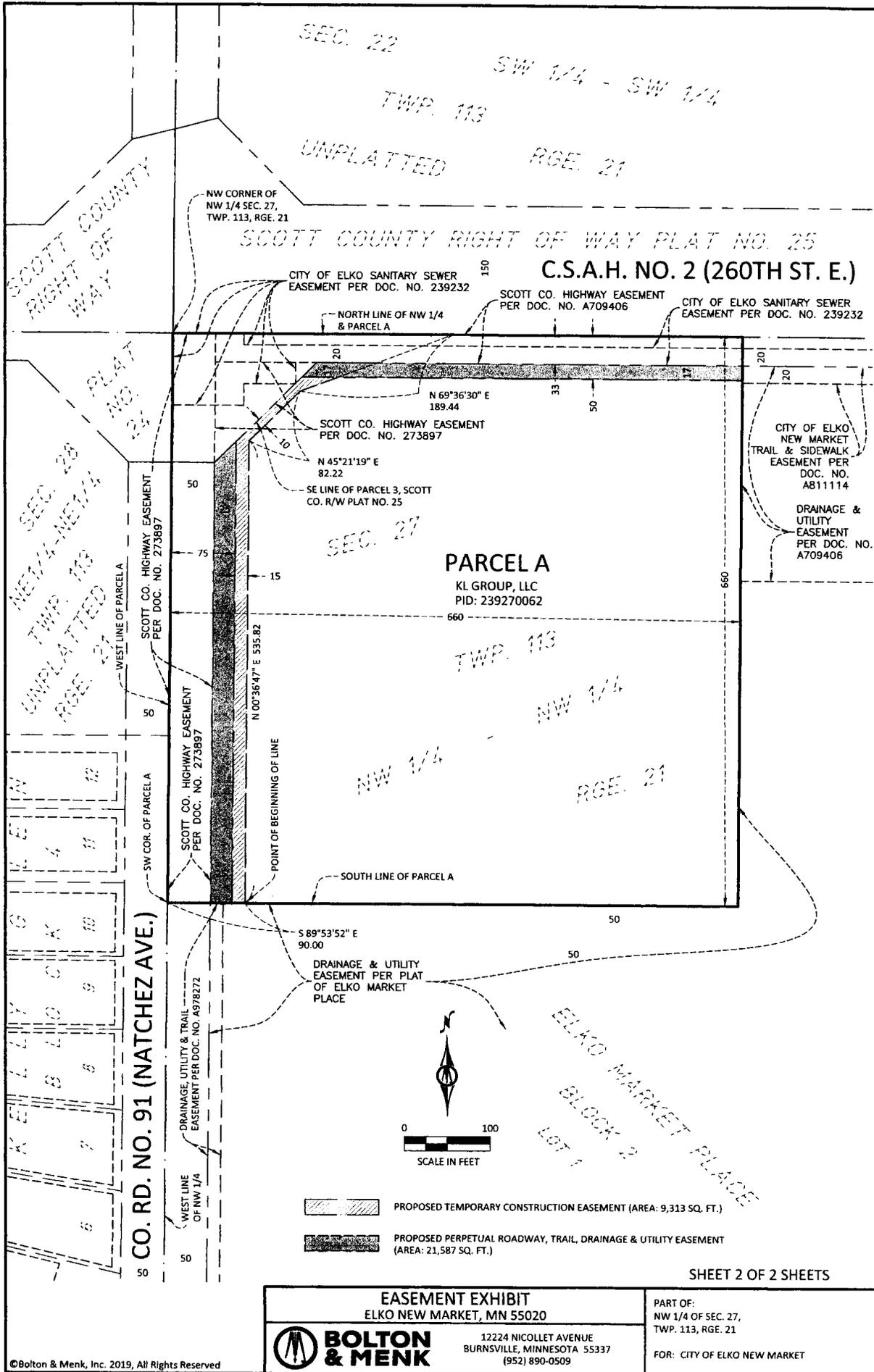
ACQUISITION INFORMATION

Permanent Easement: 21,587 square feet
Temporary Easement: 9,313 square feet

VALUATION

Permanent Easement of 21,587 SF @ \$5.00/sf = \$107,935.00
Temporary Easement of 9,313 SF @ \$0.50/sf = \$4,656.50

TOTAL = \$ 112,591.50



EASEMENT EXHIBIT
ELKO NEW MARKET, MN 55020

BOLTON & MENK

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952) 890-0509

PART OF:
NW 1/4 OF SEC. 27,
TWP. 113, RGE. 21

FOR: CITY OF ELKO NEW MARKET



WAIVER OF APPRIASAL AND JUST COMPENSATION

Parcel No. C

Owner KL Group LLC

Address Elko New Market, MN

Ms. Renee Christianson

City of Elko New Market
Community Development Specialist
601 Main Street
Elko New Market, MN 55054

Dear Ms. Christianson:

We are fully aware of the city's need to acquire a permanent easement (21,587 square feet) and a temporary easement (9,313 square feet) from our property listed above for the CSAH 2 and CSAH 91 Roundabout Project. We are also aware of our right to have the city appraise the property and of our right to receive just compensation.

We have agreed to the value of the necessary acquisition with the City, and we hereby waive our right to have our property appraised and waive our right to receive just compensation based on an appraisal amount.

Sincerely,

KL Group LLC

By: Karen Vanosch

Its: Manager

Date: April 23, '19



MEMORANDUM OF AGREEMENT

CSAH 2 AND CSAH 91 ROUNDABOUT PROJECT

Parcel No: C
Fee Owners: KL Group LLC

On this _____ day of _____, 20____, KL Group LLC, a limited liability company organized and existing under the laws of the State of Minnesota, Owners of the above described parcel of property located in County of Scott, State of Minnesota, did execute and deliver a conveyance to the aforesaid real estate to the City of Elko New Market.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owners have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owners understand that the acquired property is for use in connection with the construction of the CSAH 2 and CSAH 91 Roundabout Project.
2. The Owners understand and acknowledge that SRF's representatives have no direct, indirect, present or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Elko New Market shall pay the Owners the sum of \$112,591.50 for land and damages. Owners understand that payment by the City of Elko New Market must await approval of title and processing of a voucher.
4. Additionally:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties.

Owner(s)
KL Group LLC

City of Elko New Market

By: Karen Tanasek

By: _____

Its: Manager

Its: _____

HIGHWAY EASEMENT

Project 02-16

Parcel C

FOR VALUABLE CONSIDERATION, KL Group LLC, a limited liability company organized and existing under the laws of the State of Minnesota, ("Grantor"), hereby grants and conveys unto the County of Scott, a body politic and corporate under the laws of the State of Minnesota, ("Grantee"), an easement(s) for highway purposes to grade, construct, operate, maintain, use, alter, repair and remove a public highway, trails, sidewalks, bridges, structures, storm sewer, sanitary sewer, other transportation-related use(s), public facilities, utilities, boulevards and appurtenances, including for drainage and utility purposes and for other public and/or quasi-public uses and appurtenances permitted under Grantee's Management of Public Right-of-Way Ordinance, including as may be amended or superseded, together with all other rights necessary and convenient for the enjoyment and unrestricted use of same over, under and across the real property situated in Scott County, State of Minnesota, as described, as follows:

A perpetual easement for roadway purposes over, under and across the east 25.00 feet of the west 75.00 feet, as measured at right angles, of the herein described Parcel A. EXCEPT that part thereof lying within SCOTT COUNTY RIGHT OF WAY PLAT NO. 25, according to the recorded plat thereof, Scott County, Minnesota.

AND

Together with a perpetual easement for roadway purposes over, under and across the south 17.00 feet of the north 50.00 feet, as measured at right angles, of the herein described Parcel A. EXCEPT that part thereof lying within SCOTT COUNTY RIGHT OF WAY PLAT NO. 25, according to the recorded plat thereof, Scott County, Minnesota.

Abstract Property

(PIN 239270062)

Grantor hereby conveys to Grantee all grass, shrubs, trees, natural growth, earthen materials, landscaping, improvements and structures existing or that may be planted or grown on the easement(s) described herein. Grantor hereby agrees to not damage, destroy or remove any grass, trees, shrubs or natural growth on the easement(s) described herein

Grantor hereby releases Grantee from any and all claims for damages to the premises resulting from the uses and purposes granted herein and lying within the boundaries of the easement(s) described herein. Grantee shall have the right to use and remove all grass, shrubs, trees (including overhanging branches), earthen materials, structures and improvements, which lie within the boundaries of the easement(s) described herein.

To have and hold same, together with all of the rights belonging thereto, all of which shall run with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

DRAINAGE, UTILITY AND TRAIL EASEMENT

Project 02-16
Parcel C

FOR VALUABLE CONSIDERATION, KL Group LLC, a limited liability company, organized and existing under the laws of the State of Minnesota, (“Grantor”), whether one or more, hereby grants unto the County of Scott, a body politic and corporate under the laws of the State of Minnesota, (“Grantee”), easement(s) for drainage, utility and trail purposes to construct, install, operate, maintain, repair, alter, use, repair and remove drainage ways, drainage swales, storm sewers, drainage pipes, ponds, basins, culverts and drainage structures, including appurtenances; slopes; utilities, poles, electrical lines, pipes, wires, cables, structures and facilities, including appurtenances; multi-use(s) trails, pathways and sidewalks, including appurtenances; all for public and quasi-public use(s) over, under and across the real property situated in Scott County, State of Minnesota, as described, as follows:

A perpetual easement for, drainage, utility and trail purposes over, under and across the east 25.00 feet of the west 75.00 feet, as measured at right angles, of the herein described Parcel A. EXCEPT that part thereof lying within SCOTT COUNTY RIGHT OF WAY PLAT NO. 25, according to the recorded plat thereof, Scott County, Minnesota.

AND

Together with a perpetual easement for drainage, utility and trail purposes over, under and across the south 17.00 feet of the north 50.00 feet, as measured at right angles, of the herein described Parcel A. EXCEPT that part thereof lying within SCOTT COUNTY RIGHT OF WAY PLAT NO. 25, according to the recorded plat thereof, Scott County, Minnesota.

Abstract Property

(PIN 239270062)

Grantor hereby conveys all grass, shrubs, trees, natural growth, earthen materials, landscaping, improvements and structures existing or that may be planted or grown on the easement(s) described herein. Grantor hereby agrees to not damage, destroy or remove any grass, trees, shrubs or natural growth on the easement(s) described herein.

Grantor hereby releases Grantee from any and all claims for damages to the premises resulting from the uses and purposes granted herein and lying within the boundaries of the easement(s) described herein. Grantee shall have the right to use and remove all grass, shrubs, trees (including overhanging branches), earthen materials, structures and improvements, which lie within the boundaries of the easement(s) described herein.

To have and hold same, together with all of the rights and appurtenances belonging thereto, all of which shall run with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

TEMPORARY CONSTRUCTION EASEMENT

Project 02-16
Parcel C

FOR VALUABLE CONSIDERATION, KL Group LLC, a limited liability company organized and existing under the laws of the State of Minnesota, (“Grantor”), whether one or more, hereby grants and conveys unto the County of Scott, its contractors, permittees, successors and assigns, (“Grantee”), a temporary easement(s) for construction purposes for work space, construction operations and to grade and construct slopes both cuts and fills associated with construction or reconstruction of a public highway, together with all other rights necessary and convenient for the enjoyment and use of same, over, under and across the real property situated in Scott County, State of Minnesota as described, as follows:

A temporary easement for construction purposes over, under and across that part of the herein described Parcel A, lying westerly and northwesterly of the following described line and its extensions:

Commencing at the southwest corner of said Parcel A; thence on an assumed bearing of South 89 degrees 53 minutes 52 seconds East along the south line of said Parcel A, a distance of 90.00 feet to the intersection with a line lying 90.00 feet easterly of and parallel with the west line of said Parcel A, and the point of beginning of the line to be described; thence North 00 degrees 36 minutes 47 seconds East parallel with said west line, a distance of 535.82 feet to the intersection with a line lying 10.00 feet southeasterly of and parallel with the southeast line of Parcel 3, SCOTT COUNTY RIGHT OF WAY PLAT NO. 25, according to the recorded plat thereof, Scott County, Minnesota; thence North 45 degrees 21 minutes 19 seconds East, a distance of 82.22 feet; thence North 69 degrees 36 minutes 30 seconds East, a distance of 189.44 feet to the north line of said Parcel A, and said line there terminating.

EXCEPT those parts thereof lying within the north 50.00 feet and the west 75.00 feet, as measured at right angles, of said Parcel A; and lying within said SCOTT COUNTY RIGHT OF WAY PLAT NO. 25.

Parcel A:

The West 660 feet of the North 660 feet the Northwest Quarter of Section 27, Township 113, Range 21, Scott County, Minnesota.

Abstract Property

(PIN 239270062)

Said temporary easement shall commence on March 1, 2020 and shall terminate on August 31, 2021.

Grantor hereby agrees that all earthen material, other material, trees and vegetation excavated, removed or taken by Grantee from within said temporary easement shall become the property of Grantee.

Upon turf establishment with a grass vegetative cover on disturbed areas per plans and specifications determined by Grantee, Grantor does hereby release Grantee from any claims or damages resulting from the construction of said slopes associated with the road project and all work in connection therewith.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.



SRF No. 12460.0290

PAYMENT AUTHORIZATION
The City of Elko New Market
CSAH 2 AND CSAH 91 ROUNDABOUT PROJECT

Parcel: C
Owner(s): KL Group LLC
Mortgagee: _____

Amount of Payment: \$ 112,591.50

Payable/Mail to: _____

Approved by Owner(s)

KL Group LLC

By: Keon Manasek
Its: Manager

Date: April 23, 2019

Owner(s) Social Security No./TIN: _____

Approved by SRF Consulting Group, Inc.

Cindy Wiste
Cindy Wiste

Date: April 29, 2019

Comments: _____



STAFF MEMORANDUM

SUBJECT:	Reappointment of Planning Commissioner
MEETING DATE:	June 13, 2019
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Adopt Resolution #19-33 Reappointing Nicole Kruckman to Planning Commission

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

Nicole Kruckman has served on the City's Planning Commission since 2013 with her term expiring on March 31, 2019. Per Council direction, the vacancy was advertised and the City received three applications. Interviews were conducted on Wednesday, June 5th, 2019. The Interview Committee is unanimously recommending appointment of Nicole Kruckman to the Planning Commission. The term would be effective immediately and would expire on March 31, 2022.

Miss Kruckman is a Mental Health Practitioner at the State of Minnesota Hospital in St. Peter. Miss Kruckman has developed a good understanding of land use planning during her six years on the Commission. She is in good standing with her educational requirements, seeking additional opportunities above and beyond the minimum requirements, and has an excellent attendance record.

REQUESTED ACTION:

Adopt Resolution 19-33 appointing Nicole Kruckman to the Planning Commission.

Attachments:

Resolution #19-33 Reappointing Member To The Planning Commissioner

**CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA**

RESOLUTION NO. 19-33

**RESOLUTION REAPPOINTING MEMBER TO THE PLANNING
COMMISSION**

WHEREAS, Planning Commissioner Nicole Kruckman's appointment to the Planning Commission expired on March 31, 2019; and

WHEREAS, the City Council for the City of Elko New Market is authorized to appoint members to the Planning Commission;

WHEREAS, Planning Commissioner Kruckman desires reappointment to the Planning Commission and is eligible to act as a member of the Elko New Planning Commission;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Elko New Market, Minnesota that Nicole Kruckman is hereby reappointed to the Elko New Market Planning Commission with a term ending March 31, 2022.

APPROVED AND ADOPTED this 13th day of June, 2022 by the City Council of Elko New Market.

CITY OF ELKO NEW MARKET

BY: _____
Joe Julius, Mayor

ATTEST:

Thomas Terry, Acting City Clerk



STAFF MEMORANDUM

SUBJECT:	Contract for Purchase of Fire Truck
MEETING DATE:	June 13, 2019
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Approve Contract for Purchase of Fire Truck

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

The Fire Department's Heavy Rescue primarily responds to medicals and accident calls, which make up the majority of the Department's call load. It also transports personnel and equipment to calls generally. As a result, the vehicle responds to more calls than any other vehicle in the Fire Department fleet.



The vehicle was provided by and is owned by New Market Township and currently leased to the City of Elko New Market. Experience has demonstrated that the vehicle is oversized for its purpose making it difficult to maneuver to and around incident scenes. The vehicle is also two wheel drive, limiting its utility under certain conditions both on and off road. The heavy rescue is over 18 years old and at the end of its usable life as a reliable response vehicle for this purpose. It was originally intended to be replaced in 2015 and was delayed so the financing could be bundled with other debt issuance.

The new vehicle is smaller, more maneuverable and four wheel drive. The replacement vehicle reflects the Department's operational needs based on experience. A picture of similar vehicle to one being purchased is provided below.



DISCUSSION:

At the City Council meeting on May 22, 2019, the Council authorized the purchase of a rescue truck to replace the 2002 Heavy Rescue vehicle in the amount of \$284,890.00. A progress payment of \$53,035.50 would be due upon delivery of the chassis. The remaining balance due upon delivery of the complete vehicle.

The City Council is now being asked to approve the contract for the purchase of the fire truck that was prepared based on the previous authorization. It should be noted that the proposal did not include a performance bond as required by statute. The purchase price has been revised to include the cost of providing the performance bond, an additional \$4,275.

BUDGET IMPACT:

\$289,165.00 to be financed through Equipment Certificates.

CONTRACT FOR PURCHASE OF FIRE TRUCK

THIS CONTRACT, made and entered into this 13th day of June, 2019, by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation ("City") and **CUSTOM FIRE APPARATUS, INC.**, a Wisconsin corporation ("Contractor").

WHEREAS, the City is authorized to purchase equipment without regard to the statutory competitive bidding requirements if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement pursuant to Minnesota Statutes § 471.345, subd. 15; and

WHEREAS, the Houston-Galveston Area Council, ("HGAC"), has instituted a cooperative purchasing program that meets the requirements of Minnesota Statutes § 471.345, subd. 15.

NOW THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

SECTION 1. CONTRACT DOCUMENTS. The following documents, attached hereto, shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set out verbatim and in full herein:

- This document, entitled "Contract for Purchase of Fire Truck;"
- HGAC FS12-17 Sales Proposal CD01 Rescue for One (1) HGAC FS12-17 CD01 Medium Rescue with Published and Unpublished Options to include a 2-door Ford F550 chassis cab, CustomFIRE Aluminum Crew Cab and Non-Walk-in Body ("Apparatus") dated June 10, 2019 and April 5, 2019 prepared by Custom Fire Apparatus, Inc. ;

In the event of conflict among the provisions of these documents, the order in which they are listed above shall control, with the document listed first having the highest priority. The Contract Documents are fully a part of this Contract as if attached to this Contract or repeated herein.

SECTION 2. ACCEPTANCE OF PROPOSAL. Contractor shall perform the work as provided in the Contract Documents. Contractor shall be engaged as an independent contractor and not as a City employee.

SECTION 3. CONTRACT TIME/DELIVERY. The Contractor shall deliver the Apparatus as described in the Contract Document to the City Hall in Elko New Market, Minnesota. The Apparatus shall be ready for delivery from Contractor within two-hundred and twenty (220) working days from the date of this Contract. The time for delivery shall be extended for the period of any reasonable delay due exclusively to unforeseeable causes beyond the control and without the fault of the Contractor, including, but not limited to, acts of God, fires, and floods. Labor strikes are deemed foreseeable. Time being of the essence of this Contract, Contractor is liable to City for liquidated damages in the amount of Two Hundred Dollars (\$200.00) per calendar day for each day

that Contractor fails to deliver the Apparatus beginning 120 days following deliver of the chassis to Contractor. If the Contractor is more than sixty (60) days late in delivering Apparatus, the City may terminate this Contract.

SECTION 4. PRICE AND TERMS OF PAYMENT.

A. **Price.** As a contract price for the Apparatus, the City shall pay the sum of Two Hundred Eighty-Nine One Hundred Sixty Five Thousand and 00/100 Dollars (\$289,165.00). The bid price includes all applicable taxes and fees, if any.

B. **Terms of Payment.** An initial progress payment in the amount of \$53,045.50 is required upon shipment of the chassis to Osceola, provided Contractor has provided the required payment and performance bonds. Payment of the balance of the Contract price shall be made in full upon delivery of the Apparatus to the City and prior to City Fire Department use of the Apparatus.

SECTION 6. RISK OF LOSS. The Contractor shall bear the entire risk of loss caused by damage or destruction of equipment or property furnished pursuant to the Contract Documents to the time the Apparatus is delivered to the City.

SECTION 7. WARRANTIES. In addition to the warranties required in the specifications, the Contractor provides the following warranties. The Contractor is responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

SECTION 8. COPYRIGHT. Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

SECTION 9. PATENTED DEVICES, MATERIALS AND PROCESSES. If the contract requires, or Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, Contractor shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

SECTION 10. INSPECTION AT DELIVERY. At the point of delivery, the City will have ten (10) days to inspect the Apparatus for compliance with the Contract Documents. As the result of the inspection, the City will:

- A. Accept the Apparatus subject to an inspection report requiring correction and make payment; or
- B. Refuse to make payment until corrections are complete.

Refinements and improvements may be incorporated in the Apparatus quoted above at any time or times prior to delivery, with the written approval of the City, whenever proven advantageous by sound engineering development and thorough testing, provided, however, that the refinements and improvements will have no material adverse effect on performance and durability, nor result in an increase in price.

SECTION 11. CANCELLATION. This Contract may be cancelled by City upon payment to Contractor of reasonable cancellation charges. Reasonable cancellation charges shall mean actual costs reasonably incurred up to date of cancellation. Reasonable cancellation charges shall also take into account Contractor's commitments and profit, if the profit can be calculated and proven with reasonable certainty. This section, Section 11, does not apply to a termination under paragraphs 3 and 12 of this Contract.

SECTION 12. PERFORMANCE AND PAYMENT BOND. Within fifteen (15) calendar days after the execution of this Contract and before any work or services are rendered, the Contractor shall furnish a performance bond and payment bond each in the amount of Two Hundred Eighty-Nine One Hundred Sixty Five Thousand and 00/100 Dollars (\$289,165.00) insuring the faithful performance of the Contract and payment of all obligations arising thereunder pursuant to Section 574.26 of the Minnesota Statutes.

SECTION 13. ASSIGNMENT. Neither party may assign, sublet or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

SECTION 14. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minnesota Statute § 471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½%) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00). For an unpaid balance of less than One Hundred Dollars (\$100.00), the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

SECTION 15. WORKER'S COMPENSATION. The Contractor shall obtain and maintain for the duration of this Contract statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

SECTION 16. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional named insured on a primary and non-contributory basis. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

- A. Commercial General Liability Insurance
Products/Completed Operations Aggregate - \$1,000,000.00
Each Occurrence - \$1,000,000.00
- B. Umbrella/Excess Liability Insurance
Aggregate - \$2,000,000.00
Each Occurrence - \$1,000,000.00
- C. Blanket contractual (hold harmless) protection and fire, theft and vandalism insurance for the full value of all materials and equipment furnished by the Contractor.

SECTION 17. PRODUCT LIABILITY INSURANCE. Contractor must submit a Certificate of Insurance listing the manufacturer's product liability insurance coverage. Liability insurance shall be a minimum amount of Five Million Dollars (\$5,000,000.00) with coverage attained with a minimum of One Million Dollars (\$1,000,000.00) underlying insurance and Four Million Dollars (\$4,000,000.00) umbrella coverage. Submitted Certificate shall name the apparatus manufacturer, insurance company, policy number, and effective dates of the insurance policy.

SECTION 18. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.

SECTION 19. DELIVERY MANUALS. Upon delivery of the Apparatus, Contractor shall supply 1 hard copy(ies) of each of the following manuals:

1. Engine manufacturer's certified brake horsepower curve showing the maximum no-load governed speed.

2. Manufacturer's record of pumper construction details, per NFPA 1901.
3. Manufacturer's Run-In Certification with preliminary test results.
4. Pump Manufacturer's Certification of Hydrostatic Tests.
5. Pump Manufacturer's Certification of Pump Test Results.
6. The Certification of Inspection/Test of Fire Department Pumper by an Independent Third Party per NFPA 1901 standards.
7. Weight documents shall be supplied with the completed vehicle to determine compliance with NFPA section 10-1. Weights shall be for each tire or dual set of tires, so as to verify side-to-side loading, to be in compliance with NFPA section 4.12.2.3.3.
8. The complete operation and maintenance manual covering the completed apparatus as delivered including the pump, emergency lighting and siren, generator, or other furnished accessories.
9. A finalized drawing of apparatus as completed.
10. A "Delivery Manual", consisting of a 3-ring notebook type binder with reference tabs for each section, shall be furnished to include the following items: invoice copy(ies), proof of insurance, Manufacturer's Statement of Origin, acceptance forms, certifications, specifications, individual component manufacturer instructions and parts manuals, warranty forms for body, warranty forms for all major components, warranty instructions and format to be used for compliance with warranty obligations, routine service forms/publications, technical publications or training guide for major components, and apparatus body print "as built".
11. Paint numbers of all color coatings.
12. Certifications of tank(s) capacity.
13. Written load analysis of 12-volt electrical system as installed by body builder.

In addition, a test data plate shall be provided at the pump operator's position which gives the rated discharges and pressures together with the speed of the engine as is determined by the manufacturer's test for this particular unit. Plate shall also include delivery date, pump serial number(s), original Customer, and the apparatus manufacturer's serial number.

SECTION 20. MISCELLANEOUS.

A. The Contractor shall hold harmless and indemnify the City from any and all claims, suits, and proceedings, including reasonable attorney fees and expenses, for infringement of any software licenses, copyrights or patent, or patents, covering the property purchased hereunder.

B. Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto; provided however, that the Contractor shall not assign this Contract with any person, firm, or corporation for the performance of the Contractor's obligations hereunder, or any part thereof, without the written approval of the City.

C. This Contract shall be governed by the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Scott County.

D. If either party waives any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

E. This Contract, and the Contract Documents, embody the entire understanding between the parties relating to the subject matter contained herein, and merges all prior discussions and agreements between them. No agent or representative of the Contractor has authority to make any representations, statements, warranties or agreements not herein expressed.

THIS CONTRACT ENTERED INTO AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF ELKO NEW MARKET

CUSTOM FIRE APPARATUS, INC.

BY: _____
Joe Julius, Mayor

BY: _____
Its _____

BY: _____
Thomas Terry, Acting City Clerk



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168

www.customfire.com

To: **The Elko New Market Fire Department**
City Elko New Market, Minnesota

June 10, 2019

HGAC FS12-17 SALES PROPOSAL CD01 RESCUE

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the signing of a contract, the following Apparatus and Equipment:

“One (1) FS12-17 CD01 Medium Rescue with Published and Unpublished Options to include a 2-door Ford F550 chassis cab, CustomFire Aluminum Crew Cab and Non-Walk-In Body.”

All of which are to be manufactured in accordance with the specifications provided and will be made part of the necessary contracts.

PROPOSAL PRICE

The above offered is made for the sum of: **USD \$289,165.00 (Two Hundred Eighty-Nine Thousand One Hundred Sixty-Five and NO/100 Dollars). FOB Elko New Market, Minnesota. NOTE: This price is per HGAC contract pricing and inclusive of the \$2,000 HGAC purchase fees and a Performance Bond.**

A Progress Payment in the amount of **\$53,035.50.00** is due upon shipment of the Chassis to our factory in Osceola, Wisconsin. Balance of payment is due on day of apparatus delivery and equipment.

You may pre-pay any undue portion of the contract amount and receive .42% simple interest per each full calendar month until such funds are due (5.0% per annum).

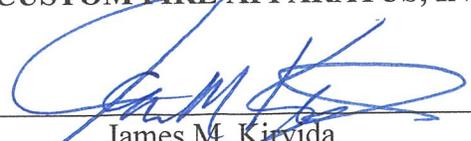
PROPOSAL VALIDITY

Through June 17, 2019

DELIVERY SCHEDULE

Delivery to your Fire Department Headquarters in 220 Working Days or less from date of signed contract.

Respectfully Submitted,
CUSTOM FIRE APPARATUS, INC.


James M. Kirvida
President of the Corporation



Elko - New Market Fire

HGAC FS12-17 CD01 Medium Rescue

As Per Proposal April 5, 2019

Elko New Market, Minnesota

GENERAL REQUIREMENTS

It is the intent of these specifications to cover the furnishing and delivering to the purchaser, complete apparatus equipped as specified. Minor details of construction and materials where not otherwise specified are left to the discretion of Custom Fire Apparatus, Inc. (CustomFIRE) who shall be solely responsible for the design and construction of all features.

The apparatus being furnished under these specifications shall conform to the requirements specific to this style of fire apparatus NFPA Booklet 1901 version current at time of contract. Any test equipment required or expense incurred for the Certification Tests shall be borne by CustomFIRE.

RELIABILITY OF CONTRACTOR:

Please refer to the company literature and newsletters as evidence that we have the ability to design, engineer, and construct the apparatus specified. The location of the factory where the apparatus is to be manufactured and tested is in Osceola, Wisconsin.

DESIGN:

The design of the equipment shall be in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance, and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements which might cause injury to personnel or equipment. NOTE: Where "nibbled" or non-continuous cutting methods are used to machine the body material, all edges shall be reworked/machine smoothed for injury prevention and appearance reasons.

All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions, properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members.

Parts and components shall be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that

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Bidders will be required to demonstrate, by example of their previously delivered apparatus; precision of metal cut profiles, accuracy of fastener spacing, fit-and-finish of assembled fabrications, absence of imperfections in metal finishing, and ease of which the assembled fabricated body components may be disassembled and removed for modifications, repairs or replacement.

The apparatus body assembly shall consist of individual brake-formed metal fabrications, each of which is precisely cut from high quality aluminum alloy sheet metal and incorporate integral 90-degree flanges at mating surfaces. Welded-on extrusions will not be acceptable as an alternative method to brake-formed fabricating. All mating surfaces are to be assembled using the specified removable threaded fasteners. Bidders will be required to demonstrate: precision of metal cut profiles, fit-and-finish of assembled fabrications, and ease of which the assembled parts may be disassembled and removed for modifications, repairs or replacement.

Due to the requirement that the apparatus body be easily repairable, proposals that include the practice of stitch-welding, seam-welding, or plug-welding mating body fabrications shall not be submitted. Likewise, apparatus body designs that rely on metal fusion, adhesives, encapsulating welded extrusions, or non-removable fasteners, as a method of permanent assembly, or apparatus body designs and construction methods that have compartment modules welded to their sub-frames, will not be not be considered.

NOTE: THERE SHALL BE NO PROPRIETARY EXTRUSIONS USED IN THE CONSTRUCTION OF THE PROPOSED APPARATUS BODY COMPARTMENTS, THUS ALLOWING FOR PARTIAL OR COMPLETE DISASSEMBLY, AND REPAIRS BY ANY QUALIFIED FABRICATOR AND/OR AUTO BODY COLLISION REPAIR CENTER.

ENGINEERED APPARATUS BODY DESIGN REQUIREMENT

CustomFIRE's proposed fire apparatus body design will be "fully engineered", meaning that ALL body fabrications have been computer 3-D modeled, on-screen precision assembled, and each individual part can be traced to an engineered drawing, including but not limited to: compartment corners, wheelwell housings, compartment door jambs, compartment floors and roofs, compartment dividers/bulkheads, interior compartment wire covers, compartment shelves/shelf brackets/shelf adjustable tracks, door panels (hinged), door bundle brackets (roll-up), roll-out trays/drawers/tool boards, hose bed dividers, pump house sides/front/back panels, pump operator's panel layout, pump gauge and instrument panel layout, etc;

NOTE: Hand-made/built apparatus bodies, without digitally recorded dimensional and fabricated shape information (allowing for precision part reproduction), DO NOT ALLOW FOR: "IN HOUSE REPLACEMENT OF FABRICATIONS". Therefore, apparatus body designs that are not

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responsibility of the purchaser to provide the contractor with the weight of equipment to be carried if it is in excess of the below allowance.

For vehicles with GVWR of 15-20,000 pounds, equipment allowance shall be 2500 pounds.
For vehicles with GVWR of 20-30,000 pounds, equipment allowance shall be 3000 pounds.
For vehicles with GVWR of 30-40,000 pounds, equipment allowance shall be 4000 pounds.
For vehicles with GVWR of 40-50,000 pounds, equipment allowance shall be 6000 pounds.
For vehicles with GVWR of 50-60,000 pounds, equipment allowance shall be 8000 pounds.

PRINTED PROPOSALS

Please find herewith, Custom Fire Apparatus, Inc's. proposal as submitted in typed format, with the only handwriting being on the signature lines.

Custom Fire Apparatus, Inc's legal address, which is the same as the factory in which the apparatus will be constructed and certified, is: 509 68th Ave. Osceola, Wisconsin 54020.

PROPOSAL SIGNATURE

You will find the proposal and bid bond (where applicable) to be signed by the President/Owner and founder of Custom Fire Apparatus, Inc. James M. Kirvida.

PROPOSAL SEQUENCE

You will find that our Proposal Specifications are in a sequence to match the "advertised specifications" sequence. Major categories sequence are as follows: Proposal Terms and Warranties, Chassis, Chassis Modifications (as will be performed by CFA), Fire Pump System, Apparatus Compartmented Body, Furnished NFPA Equipment, Booster Tank (and individual foam tank, where required), Non-Emergency 12-Volt Electrical System, Emergency 12-volt Electrical Visual and Audible Equipment, Painting and Striping/Lettering, Line Voltage System with Generator and Scene Lighting, Apparatus Delivery with Training, and Miscellaneous Equipment.

CORPORATE OWNERSHIP OF MANUFACTURER



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lighting fixtures, ladders and storage areas, side and rear compartmentation showing dimensions and roll-up door slats/bundles/bar type handle/latches, and cargo area arrangement.

ADDITIONAL OPTIONAL FEATURES: other optional features, as specified, are also included on the proposal drawing so as to provide a "picture" of the proposed apparatus.

We trust, that the Quality and accuracy of our Proposal Drawing will be a major consideration, for your determining the most "responsible" proposal.

AWARD OF CONTRACT

The contract will be awarded, as soon as possible to the most "Responsible Bidder", provided their Bid is reasonable and it is in the best interest of the Fire Department. The purchaser reserves the right to waive any formality in bids received once such waiver is in the interest of the Purchaser. Also, to accept any item in the Bid, found to be of superior quality or otherwise preferred by the Purchaser.

Bidder's experience with described construction methods and previous use of specified materials will be considered in making the award

The competency and responsibility of Bidders along with content of proposal specifications and accuracy/quality of proposal drawing will be considered in making the award. The Purchaser reserves the right to reject any or all Bids when such rejection is in the interest of the Purchaser and to reject the Bid of a Bidder who, in the judgement of the Purchaser, is not in a position to perform the contract. The Purchaser does not, in any way, obligate itself to accept the lowest or any Bid.

The Fire Department reserves the right to reject any or all Bid Proposals and purchase the equipment it prefers.

Bidders taking "Total Exception" to these advertised specifications are hereby advised that such statement will result in immediate REJECTION of the Bid Proposal.

Prior to award, the Bidder Representative will meet with purchasing officials (at Purchaser's location) to personally discuss all facets of these specifications to insure a complete and satisfactory understanding of the Purchaser's specifications and the Bidder's proposal.

INSPECTION TRIPS

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2. Weight documents from four (4) individual certified scales showing actual loading on the sides of front axle, sides of rear axle(s), and overall (four total) vehicle (without personnel, and equipment) shall be supplied with the completed vehicle to determine compliance with NFPA section 10-1. Weights shall be for each tire or dual set of tires, so as to verify side-to-side loading, to be in compliance with NFPA section 4.12.2.3.3.

3. At least two copies of the complete operation and maintenance manual covering the completed apparatus as delivered including the emergency lighting and siren, generator, or other furnished accessories.

4. Wiring diagrams of 12-volt electrical systems, installed by apparatus body manufacturer (prime contractor). Diagrams must be "vehicle specific", describing all 12-volt electrical functions as furnished on this **and only this** apparatus.

5. A finalized drawing of apparatus as completed.

6. A "Delivery Manual", consisting of a 3-ring notebook type binder with reference tabs for each section, shall be furnished to include the following items: invoice copy(ies), proof of insurance, Manufacturer's Statement of Origin, acceptance forms, certifications, specifications, individual component manufacturer instructions and parts manuals, warranty forms for body, warranty forms for all major components, warranty instructions and format to be used for compliance with warranty obligations, routine service forms/publications, technical publications or training guide for major components, and apparatus body print "as built".

7. Paint numbers of all color coatings.

8. Written load analysis of 12-volt electrical system as installed by body builder.

NOTE: Exceptions to the above requirements will not be acceptable.

The contractor shall affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids (in cases where applicable) as used in this vehicle:

1. Engine Oil
2. Engine Coolant
3. Chassis Transmission Fluid
4. Drive Axle(s) Lubrication Fluid

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The third test is the **Alternator Performance Test at Full Load**. All electrical components shall be activated with the engine operating at governed RPM. During the test the system voltage can not drop below 11.7-volts or have excessive battery discharge for more than 120 seconds. Any loads not listed in the minimum electrical load may be load managed in order to pass the test.

All of the above tests must be conducted with the engine compartment at approximately 200 degrees.

DELIVERY CONSTRUCTION PERIOD

The maximum period for construction of complete apparatus shall not exceed one (1) working days and shall include the time required for delivery of the chassis to the apparatus manufacturer. The contractor will not be held liable for delay of delivery caused by accidents, strikes, floods, or other events not subject to their control. Bidder shall specify on the required Bid Proposal Form the number of working days for completed delivery of the apparatus, from date of bid acceptance.

DELIVERY TO FIRE DEPARTMENT

The completed unit is to be delivered to the purchaser, at Fire Department Headquarters.

DELIVERY ENGINEER

Delivery is to be performed by a factory trained Delivery Engineer only employed by the Bidder. Delivery Engineer shall remain in the community a reasonable time for training of Fire Department personnel and making normal adjustments.

Delivery is to be considered to include, but not be limited to:

A. Transportation of the Fire Apparatus.

B. Conducting day or evening classes for instruction of Fire Department personnel and Drivers for operation.

The Delivery Engineer is to be factory trained, fully capable of conducting informative classes on the complete operation of the vehicle. This means familiarity with engine, running gear, transmission, driving skill, as well as handling of line voltage equipment and all controls.

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Conditions and Exclusions: This general limited warranty does not apply to aspects of the product that are covered by specific Custom Fire or Supplier warranties. See the applicable specific warranty for details of coverage and exclusions. Specific warranties may include but are not limited to paint, corrosion, frame, structure, electronics, lighting, electrical components, pumps, piping and graphics. Where conflict exists, the coverage and exclusions of the specific warranty shall apply. If the specific warranty is a pro-rated warranty, the terms at the end of the pro-rated period will apply for the remaining years of the bumper-to-bumper coverage.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the chassis manufacturer by the purchaser.

This warranty will not apply to any fire apparatus which has been repaired or altered outside the Osceola, Wisconsin factory or designated facility in any way, which, in the opinion of Custom Fire Apparatus, Inc. might affect its stability or reliability. Each warranty claim needing repair or service at the designated facility must receive preauthorization by CustomFIRE prior to performance of any work.

This warranty will not apply to those items which are usually considered to be normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment or minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied all other representations to the original purchaser, and all other obligations or liabilities, including liabilities for incidental or consequential damage on the part of Custom Fire Apparatus, Inc. Without limiting the foregoing, any express or implied warranties of merchantability or fitness for a particular purpose or warranties arising by CustomFIRE neither assumes nor authorizes any person to assume for CustomFIRE, any liability in connection with the sales of our apparatus unless made in writing by Custom Fire Apparatus, Inc.

15-YEAR WARRANTY ON ALUMINUM BODY FABRICATIONS- TRANSFERABLE

Custom Fire Apparatus, Inc. (CustomFire) shall warrant to the purchaser only, that the aluminum body components as fabricated by CustomFire, under normal use and with reasonable maintenance, be structurally sound and shall remain free from corrosion perforation for a period of FIFTEEN (15) years.

Body Warranty coverage is transferable to a second owner of the vehicle, if applicable. In the event that the original body is remounted to a chassis that is different from the chassis of origination from another apparatus builder, this warranty shall be void.

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of which one (1) year is for Parts and Labor, and year two is for Parts Only. This warranty shall cover: Power Distribution System (PDC), Looms and Harnesses, Multi-Pin Connectors, and Workmanship as provided by the apparatus manufacturer. Individual emergency and non-emergency electrical devices, light fixtures, audible equipment, intercoms, and motors shall be covered by the prevailing manufacturer's warranty.

10-YEAR APPARATUS PAINT WARRANTY

The TEN (10) year paint performance guarantee will cover the areas of the vehicle as are originally finished by the apparatus body builder with the specified product for a period of TEN (10) years beginning the day the vehicle is delivered to the purchaser.

The areas as outlined on the Guarantee Certificate, will be covered for the following paint failures:

GUARANTEE INCLUSIONS:

FULL APPARATUS BODY:

- * Peeling or delamination of the topcoat and/or other layers of paint.
- * Cracking or checking
- * Loss of gloss caused by cracking, checking, or hazing.
- * Any paint failure caused by defective finishes which are covered by this guarantee.

All guarantee exclusions, limitations, and methods of claims are covered in the full certificate provided to the original owner.

The warranty on the chassis paint is limited to the warranty of the chassis manufacturer thereof and adjustments for the same are to be made directly with the chassis manufacturer by the Purchaser. Where painted shutter style doors are provided, the warranty is limited to that which is provided by the manufacturer thereof. Graphics are excluded from refinishing under warranty.



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13. Power Locks
14. AM/FM/CD radio with clock.
15. Air Conditioning
16. Vermillion Red paint
17. 2-Alternator system, Fire Rescue Package
18. 4 wheel drive – with lock out hubs
19. "All Season" radial black wall tires.
20. Polished Aluminum Wheel Rims, 19.5" Tubeless
21. Tow hooks front (see Apparatus Body Section for Rear Tow Eyes)

NFPA RELATED STANDARDS:

GROUND CLEARANCE STANDARDS

Axle housings are to clear the road surface by at least 8" and; an angle of departure of at least 8 degrees is to be maintained at rearmost protrusion (bumper/tailboard) of the vehicle when fully loaded.

VISIBLE WARNING DEVICE AND PLACARDS

The specified "Hazard" Indicator Light is to be mounted inside chassis cab so as to be prominently visible to the driver.

CHASSIS MODIFICATIONS: SUPER DUTY CHASSIS APPLICATION:

SPEED GOVERNOR TEST

Engine limiting speed governor is to be tested, upon arrival at the Body Builder's factory for compliance with the maximum no-load engine operating speed, as determined on appropriate engine power curve sheet.

SUSPENSION AND FRAME CORROSION PROTECTION

Rear axle suspension brackets, left and right sides, front and rear, shall be caulked with silicone sealant preventing build-up of road salts and moisture that may cause future corrosion of bracket-to-frame-rail attachment points.

FRAME PREPARATION, RELOCATION OF DEF RESERVOIR

In order to allow for installation of the optionally specified fire pump transmission, the OEM chassis DEF reservoir is to be relocated, from the inboard frame location, to outboard of the frame rail on the passenger side. Where rivets or permanent fasteners are furnished by the chassis OEM, to mount DEF components, they are to be removed and replaced by hardened threaded fasteners.

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Fluid Data label is to be permanently encased in a chrome full surround bezel.

WARNING LABEL: VEHICLE WEIGHT, HEIGHT, LENGTH, AND SEATING CAPACITY

A single label, with printed data field, is to be installed in the cab, in direct view of the seated Driver, to denote the following:

VEHICLE WEIGHT

To indicate, in pounds and tons, the vehicle's total "as delivered" weight (with water and/or foam load, if so equipped), and the maximum for seated occupants (250 pounds allowance for each person).

VEHICLE HEIGHT AND LENGTH

In feet-and-inches; the overall height of the vehicle (to the highest permanent point-except antennas), and overall length of vehicle (bumper to tailboard).

SEATING/OCCUPANCY

The exact number of passengers to be carried in the chassis cab and/or crew cab.

NOTE: The dimensions and weight are to be "as manufactured", and the customer must revise the data plate, if they so change the height (by permanent loading and accessory equipment/device installations), and the weight by adding loose equipment, products, and supplies.

WARNING Label is to be permanently encased in a chrome full surround bezel.

SEAT BELT WARNING LABELS

One or more permanent labels to be installed in the cab visible to each seating position, to read: **WARNING: Occupants must be seated and belted while apparatus in in motion.** Labels are to be permanently encased in a chrome full surround bezel.

CURRENT EMISSIONS COMPLIANT DPF/DEF EXHAUST SYSTEM

The original equipment chassis engine DPF/DEF (diesel particulate filter/diesel exhaust fluid) exhaust system, upstream and downstream of the passenger side outlet, shall remain unaltered (not modified), so as to remain in compliance with exhaust emission standards at time of purchase. The apparatus body design and



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ENGINE COOLANT BOOST PUMP

The specified pump compartment heater core shall be piped to the engine coolant system, installation to include: 12-volt in-line Groco "free-flow" centrifugal cast bronze bodied coolant "boost" pump, parallel run of high grade coolant hoses with stainless steel screw type hose clamps.

Installation of coolant pump shall provide increased rate of coolant flow to assure maximum available chassis cab and auxiliary heater core temperatures during extreme winter conditions.

Coolant Pump is to be activated and deactivated by the optionally specified "auxiliary" heater fan switch.

TIRE PRESSURE WARNING DEVICE, LED CAPS FOR 6 TIRES

There shall be a VECSAFE LED, tire alert pressure management system furnished that shall monitor each tire's pressure. A chrome plated brass sensor shall be furnished on the valve stem of each tire for a total of six (6) tires. The sensor shall activate an integral battery operated LED when the pressure of a tire drops 8 PSI, from the nominal pressure when the cap was installed. Removing the cap from the sensor shall indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED shall immediately start blinking.

TIRE VALVE CORE EXTENSIONS

Two (2) each "rigid" metal valve core threaded extensions shall be furnished, installed on the inside dual rear tires of the vehicle's rear axle. Inside dual wheels shall be positioned so that the valve core extensions protrude through the outside dual wheels, located directly across from the outside dual wheel's valve core.

MUD FLAPS

Driver's side and passenger's side front fender and rear body wheelwell mud flaps shall be furnished, made of fabric reinforced neoprene rubber, bolted to the front fender liner and rear wheelwell bulkheads using stainless steel strap brackets and bolts. Mud flaps shall extend approximately 10" below running board level.

RIDE RITE AIR SPRING SUSPENSION ASSIST SYSTEM



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Hours Additive as compared to Richfield for Crew Cab and Body

INTRA CAB WALK AROUND RESCUE BODY - 3 SEGMENT

CREW CAB CONFIGURATION AND DIMENSIONS

A custom designed and fabricated modular crew cab is to be furnished, located in the forward portion of and integral with the compartmented apparatus body, rearward and separate of the Super Duty commercial chassis cab. The modular crew cab is to incorporate the following optionally specified: full height vertically hinged driver's and passenger's side crew access doors, stand-up/walk-through interior floor area, forward facing crew seating, and the window units.

The driver's and passenger's forward crew cab sides (front corner ahead of crew door) are to be no more than 5" wide, to minimize the vehicle's overall length and chassis wheelbase. The crew access doors leading edge vertically hinged, with unobstructed openings. The crew cab sides, rear of crew access doors, are to be 21" wide, so as to accommodate the optionally specified enhancements.

The crew cab's exterior dimensions are to be: 96" overall exterior width (92" interior side wall-to-side wall), 58" overall length (ahead of compartment body), and 86" exterior height (above rubrail level) providing 69" upper level interior floor-to-ceiling stand-up height. The maximum overall height of the crew cab exterior roof, from the ground, is not to exceed 105".

INTRA-BODY CREW CAB SUB-FRAME: STAINLESS STEEL TUBING

DESIGN AND MATERIALS

A Crew Cab "yoke" style interior floor/walkway sub-frame is to be furnished, constructed of welded heavy wall non-painted stainless steel tubing. Sub-frame yoke is to "wrap-around" the top and sides of chassis frame rails, with upper horizontal members resting on the frame top flanges. Top horizontal over-the-chassis-frame cab floor supports to be 3" x 1.5" stainless steel tubing, creating a "low-profile" so as to provide maximum interior cab stand up head room. To allow for maximum depth, of optionally specified exterior lower level compartments, the vertical sub-frame members are to be rectangular stainless steel tubing located no more than 1" outboard the chassis frame side rails (web). Rubber cushion bolted-puck style torsional vibration isolators are to be furnished, at least four (4) per side, separating the yoke sub-frame from the chassis frame rails, mounted so as to allow flexing of chassis frame rails independent of crew cab's yoke sub-frame. The sub-frame lower level, horizontal members, supporting the floors of optionally specified driver's and passenger's side exterior rub rail level compartments, are to also be rectangular stainless steel tubing.

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shall be furnished, attached to rear chassis cab panel ring opening and front crew cab panel cut-out. Weatherproof flexible boot shall perimeter line the pass-through opening, joining at the bottom and adhesive seam sealed.

CREW CAB ACCESS DOORWAYS, TWO (2) EACH

Driver's and passenger's side crew cab doorways are to be furnished, minimum size of 82" high x 32" wide, each provided with following "flush-fit" vertically hinged crew doors and interior doorway step wells.

NOTE: The top of doorway opening shall be within four (4) inches of the roof cap height, to allow for maximum entry/exit head room.

DOORWAY VERTICAL SCUFF PLATES

The rear "trailing-edge" doorway jambs shall be lined, full height and full depth (also wrapping around the exterior door jamb corner), with a single piece machine polished stainless angular trim molding for paint protection.

OVERHEAD DRIP PROTECTION

Full length machine polished extruded aluminum drip moldings are to be furnished, bolted in position immediately above crew cab doorway openings, extending from forward outboard corner to rear of roof cap. Drip moldings to be drilled/fitted prior to and installed after final painting.

HAND RAILS, INTERIOR AND EXTERIOR

Interior door liner angle-mounted and exterior trailing doorway vertically mounted 1-.25" diameter non-slip tubular hand rails are to be furnished, with chrome plated bolt-on brackets and surface mount gaskets.

CREW ACCESS DOORS

Driver's and passenger's side "flush" vertically hinged crew cab access doors are to be furnished, outer door panels fabricated of smooth sheet aluminum, minimum of 2" thick, with U-formed flanged perimeter. Specified inner door liners are to be bolt-on easily removable, using low-profile machine screws and Nut-Serts imbedded in perimeter door flange



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INTERIOR STEP WELLS, 1-LEVEL

Passenger's and driver's side interior step wells shall be provided, each at least 32" wide x 11" deep (front-to-rear), evenly dividing the step height from exterior ground level to the interior floor/walk-way. The interior vertical step risers shall be outboard sloping, providing maximum lower stepping surface depth and maximum interior cab floor width (side-to-side). Step surface, back riser, and step well sides shall be bolted in position and easily removable. The top step surfaces shall meet NFPA requirements for slip-resistance.

STEP LIGHTS

Two (2) each step well mounted 12-volt shielded light fixtures are to be furnished and activated with parking brake.

INTERIOR FLOOR, WALKWAY

The interior crew cab floor is to be at least 78" side-to-side, extending between interior floor level driver's side step riser and passenger's side step riser. Floor plating is to be bolted to the specified crew cab sub-frame cross channels, so as to be no more than 1.5" above the chassis frame rails. The top standing and walkway surfaces are to meet NFPA requirements for slip-resistance.

All fabrications and/or overlays are to be bolted in position and easily removable.

"CURB-VIEW" LOWER DOOR WINDOW

Tempered glass window unit shall be provided same width as upper level window by 20" high, located in the lower portion of the crew cab door.

Window unit construction shall match the specified upper door window unit, with black anodized extruded aluminum exterior window frame with interior perimeter clamp-ring surround, silicone seal-caulked prior to installation, with "tinted" tempered glass window panel with vinyl glazing weatherstripping. Tinted glass shall be 62% light transfer medium gray

CREW CAB INTERIOR DOOR LINER

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The interior floor surface of the crew cab shall be fabricated of minimum .125" polished 4-way aluminum treadplate material, with an NFPA approved slip resistant pattern. Treadplate floor and step well fabrications are to be bolted in position and easily removable, using through bolts and self-locking nut fasteners. Riveting, tapped screws, threaded inserts, or permanent welding of the fabrications into position will not be acceptable.

REARWARD LOWER LEVEL COMPARTMENTS, TRANSVERSE UPPER LEVEL

Two (2), rearward exterior lower level crew cab compartments are to be furnished, located behind the crew cab access doors, recessed into the rearward crew cab sides. Compartments are to extend into chassis frame depth in lower level (at least 24" deep), "full-transverse" of the crew cab in the upper portion, of maximum width (7" narrower than rearward cab sides) x 30" high. Compartments to include "sweep-out" floors (1-inch above rubrail level) lined with removable black vinyl sectional floor tiles. Compartment doors are to be "flush", leading edge vertically hinged maximum width x at least 30" high, each equipped with: large polished stainless steel bent D-ring door handle, single-point rotary-slam latches, polished stainless steel full door height piano hinge, stainless steel rod and spring type door holders/props, multi-stranded steel cable door stops, removable aluminum inner door liner with foam packed inner door, door jamb surround polished stainless steel trim moldings, and door jamb clip-on hollow core weatherstripping.

OVERHEAD HVAC, RED DOT R-9753, 17,000-AIR CONDITIONING/20,000-HEAT

A Red dot model R-9753-0P or equivalent combination Heater/Air Conditioner is to be provided, mounted overhead, beneath the interior ceiling. Installation is to include the 12-volt fan powered A/C evaporator with integral heater core, air grilles and multiple 12-volt squirrel cage fans, air conditioning refrigerant lines extending from chassis air conditioning system, pressurized evaporator condensation drain line to exterior under the apparatus, and evaporator unit mounted fan controls. Refrigerant hoses, where inside crew cab, are to be fully enclosed inside the roof cavity or covered by aluminum fabrications. Evaporator cooling temperature is to be controlled by interior chassis cab HVAC controls. The evaporator is to be located in the rear portion of the crew area, with air discharge transverse across the interior.

FORWARD FACING SCBA SEATS, THREE (3) EACH

Three (3) each, forward facing non SCBA seats are to be provided located in rearward portion of crew cab.

Bostrum non scba "black" Durawear covered seats are to be provided, mounted to a platform located approximately 15" above the interior floor level.

The individual seat assemblies are to be evenly spaced within the mounting area, so as to provide for comfortable 29"+ wide seating positions.

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All individual fabricated body components are to be assembled with removable fasteners for ease of modifications and repairs. Exterior compartment and hose body fabrications must be free of all projections which might injure personnel or fire hose. NOTE: Where "nibbled" or other non-continuous non-smooth cutting methods are used to machine the body material, all edges must be reworked/filed for injury prevention and improved appearance.

The described construction methods are to insure easy disassembly of the apparatus body in the event of damage or need for future modifications. Apparatus designs or construction methods which do not allow for disassembly and removal of major fabricated components are not to be considered "equal" to this construction method.

Specified upper level side compartments shall have fabricated vertical door jambs located above wheelwell enclosure, separating forward/upper level wheelwell/rear compartment areas. Door jambs are to be bolted to sweep-out threshold portion of upper level compartment opening and to the underside of overhead compartment roof fabrication, easily removable so as to allow future modifications to door opening size.

For maximum cubic footage of compartments, the lower portion of the interior forward side compartments shall be recessed into within 4-inches of the chassis frame rail depth, both driver's side and passenger's side of the apparatus body. Recessed areas to be full width of interior compartment, at least 30" high, occupying entire underbody area beneath the outboard portion of the water tank.

REAR BODY CORNER STYLE:

The rear driver side and passenger side body corners shall be "square" outboard fabrications, with full height integral side door jamb. The rear facing vertical back surface of body corners shall allow for mounting of rear DOT and emergency lighting, handrails, multiple steps, and optionally specified accessories.

FRONT BODY CORNER:

The front body corners shall have full height vertical front surfaces, and integral forward compartment door jambs.

SWEEP OUT COMPARTMENT FLOORS:

Driver's side, passenger's side, and rear compartments shall be equipped with "sweep/wash-out" floors, which are raised at least 1" above the compartment door opening threshold and exterior rub rail. All running

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between fasteners. Any necessary exterior exposed nut fasteners shall be polished stainless steel or chrome plated "acorn" covering fastener threads. **NOTE: Hex head, truss head, Phillips pan head, or other large profile style fasteners shall not be used for assembly of fabricated sheet metal components. Additionally, there are to be NO .187" fasteners of any style used for structural applications.**

REMOVABLE INTERIOR COMPARTMENT BULKHEADS

The passenger's side and the driver's side front and rear interior compartment corners are to include vertical full height/full depth bulkheads (wiring harness covers) which are bolted in position and easily removable. Interior compartment corner bulkheads are to be constructed of machine swirled natural finish sheet aluminum, designed to provide a rigid mounting surface for optionally specified adjustable shelf tracks.

Front driver side interior corner bulkhead shall be "cut-out" and equipped with a large removable insert for unobstructed access to the specified 12-volt power distribution center. The removable insert shall be matching smooth aluminum, and equipped with four (4) flush trigger latches to allow quick removal without the need for tools. The removable insert shall be flush with the surrounding bulkhead material, to facilitate installation of the specified vertical shelf tracks. Where shelf tracks are specified, they are to be sectional attached to, and removable with the insert.

REMOVABLE ACCESS PANEL: TO ELECTRICAL DISTRIBUTION CENTER

Front driver side interior corner bulkhead is to be "cut-out" and equipped with a large removable insert for unobstructed access to the specified 12-volt power distribution center. The removable insert is to be matching smooth aluminum, flush with the surrounding bulkhead material, to facilitate installation of the optionally specified bolt-on vertical shelf tracks.

REAR BUMPER/TAILBOARD HITCH RECEIVER and 7-WIRE RECEPTACLE

A Class-3 tubular hitch receiver assembly shall be furnished, located centerline underside of the rear bumper/tailboard. The tubular apparatus body sub-frame shall be designed and reinforced to provide support for the trailer receiver. The trailer receiver shall be "straight-line" pull rated for up to 6000 pound. with a vertical tongue load capacity of 1500-pound. Hitch shall be provided with loops, on each side, for trailer tongue safety chain.

TRAILER BRAKE AND LIGHTING RECEPTACLE



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REAR SUB-FRAME and TOW EYES

A rear "cantilevered" under body and tailboard sub-frame platform will be furnished, with tubular members welded to vertical .75" steel glove plates, to be located back of the rear most chassis suspension brackets. The glove plate frame drops are to be bolted to the side web of rear chassis frame rails, and shall include integral bottom 3" diameter machined "closed" tow eyes. A heavy tubular cross member shall span between the tow plates, bolted and removable, so as to allow vertical installation and removal of the sub-frame with body intact.

SUB-FRAME MOUNTING PROCEDURE

All apparatus body yoke and platform sub-frame components will be attached to the chassis frame using hardened steel locking thread nut and bolt fasteners, with bolt holes precision machined through chassis frame side webs. Body sub-frame horizontal supports will be positioned parallel/level with chassis frame rails, lowered so as to provide approximately 20" (with vehicle fully loaded) from the ground to top of apparatus body rub rails, running boards, and rear tailboard/bumper.

Please refer to the provided apparatus drawing for further description and depiction of the sub-frame.

NOTE: Apparatus body sub-frames which are fastened to the chassis frame rails with U-bolts, sandwich clamps, or other temporary fastening methods, AND/OR body sub-frames that are permanently welded to the body fabrications or extrusions, AND/OR sub-frames that do not provide under-compartment-floor support are not considered "equal" to these above construction methods.

FILTERED COMPARTMENT VENTING

A minimum of five (5) each, waterproof filtered compartment vents are to be provided, consisting of: multiple vented pass-through openings to the body under side. Three (3) vents are to be provided on driver side, and two (2) vents on passenger side. Vented openings are to be covered with 3M water resistant mesh filter media and an interior compartment metal grille. Grille is to be attached to the interior compartment wall with reusable stainless steel screw fasteners with nylon threaded inserts, allowing for removal and cleaning of the filter media from inside of each vented compartment. Vent opening, mesh filter media, and removable grille design is to allow for dust and moisture free ventilation of the compartment interiors, without reduction of the interior compartment depth.

APPARATUS BODY SIDE COMPARTMENT CONFIGURATION:



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P1: The passenger's front side compartment segment (ahead of wheelwell) shall be 24" interior width x 72" interior height x transverse depth (full height of compartment). Compartment segment to be fully enclosed and weather sealed, equipped with one (1) roll-up compartment door, sized to fit opening.

P2: The passenger's side over-the-wheels upper level compartment segment shall be 46" interior width x 49" interior height x transverse depth. (full height of compartment). Compartment to be fully enclosed and weather sealed, equipped with one (1) roll-up compartment door, sized to fit opening.

P3: The passenger's rear side compartment segment shall be 36" interior width x 72" interior height x 27" interior depth (full height of compartment). Compartment segment to be fully enclosed and weather sealed, equipped with one (1) roll-up compartment door, sized to fit opening.

TRANSVERSE UPPER LEVEL FRONT SIDE COMPARTMENTS

The upper portion (above chassis frame rails) of the driver side and the passenger side front side compartments is to have an open full transverse pass-through area, allowing for a minimum side-to-side dimension of 94" between driver side and passenger side door panels. The transverse area is to be configured as per the following specified optional enhancements.

TRANSVERSE UPPER LEVEL OVER-THE-WHEEL SIDE COMPARTMENTS

The driver side and the passenger's side over-the-wheel side compartments, immediately above the rear wheelwells, is to have an open full transverse pass-through area, allowing for a minimum side-to-side dimension of 95" between driver side and passenger side door panels. The transverse area shall be configured as per the following specified optional enhancements.

CONFIGURATION OF FRONT COMPARTMENTS UPPER LEVEL TRANSVERSE AREA

The upper portion (above chassis frame rails) of the driver side D-1 and the passenger side P-1 front side compartments is to be configured as follows:



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snap-lock securement, bottom flange cut-out for easy access to tubular latch, stainless steel tubular bar style bottom rail latch, door striker with support beneath the lift bar to prevent door curtain bounce, anodized extruded aluminum vertical side tracks and top gutter with non-marring seal and spring loaded "front roll" door lift/roll-up mechanism.

Each individual roll-up extruded aluminum door shall be of maximum size for the available door opening. Front and rear extruded aluminum door tracks shall be furnished, bolted to vertical door jambs and interior compartment bulkheads so as to be easily removable for repairs or modifications. All roll-up style compartment doors shall be installed and adjusted during body construction. NOTE: Roll-up door tracks which are riveted or welded in position are not acceptable.

The following specified door opening sizes may be reduced by no more than 3" total width (1.5" per side) and 4" total height. Decrease in compartment opening sizes is caused by profile of side track extrusions with weather stripping and bottom door slat which remains in door opening.

PAINTED ROLL-UP DOOR TRACKS AND BOTTOM DOOR SLATS

The above specified roll-up door extruded aluminum side tracks, and the bottom door slat of all doors, shall be painted job color, to match door bundle slats.

ENCAPSULATED ROLL-UP DOOR PROTECTION

All of the specified six (6) roll-up door "bundles" shall be encapsulated within custom fabricated swirl finish aluminum shrouds, protecting "bundled" door slats from interior compartment damage. Fabricated shrouds to be of minimum size necessary, to accommodate the largest diameter door bundle, and shall span the full width of interior compartment.

The specified door bundle encapsulators are to be removable, from within the compartment interior, so as to allow for door slat and rewind mechanism maintenance/cleaning, without having to remove exterior add-on access panels.

NOTE: Hidden door bundle cavities, which are only accessible by removal of sealed/caulked exterior apparatus body panels, are not acceptable.

LUMABAR VERTICAL STRIP INTERIOR DOORWAY COMPARTMENT LIGHTING



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The rear compartment door shall be an extruded anodized aluminum roll-up shutter style, provided with: spring loaded "front roll" door lift assist mechanism, a single full width bottom slat mounted tubular bar latch handle, and two (2) outboard doorway mounted latch handle retainers.

Extruded anodized aluminum vertical left and right side tracks and horizontal overhead molding shall be provided, each with removable neoprene rubber weather-stripping. The door tracks and molding shall be bolted to vertical side and horizontal overhead door jambs so as to be easily removable for repairs or replacement of the weather-stripping, NOTE: Roll-up door tracks and/or moldings which are riveted or welded in position are not acceptable.

The roll-up door shall be of maximum width and height for the available doorway opening size. The door opening size may be reduced by no more than 3" total width (1.5" per side track) and 4" total height (obstruction below door bundle). The decrease in compartment opening size is only allowed due to the profile of side track extrusions with attached weather-stripping and the bottom door slat which remains in the door opening.

REAR BODY FACE CONSTRUCTION MATERIAL, SMOOTH PLATE ALUMINUM

Exterior rear face of body, including: passenger's side rear door jamb, driver's side rear door jamb, and rear top header (below hose bed) shall be fabricated of smooth plate aluminum, to allow for application of reflective graphics.

UPPER BODY RISER SIDE PANELS

Driver's side and passenger's side upper body outboard riser panels (door headers) shall be furnished, overhead the specified compartment door tops, beneath the body roof cap, extending full length of the Special Services apparatus body. The riser side panels shall be "flush" with outboard sides of the front and rear body corners, and the perimeter roof cap outboard sides.

The outboard side facing surfaces of the riser side panels shall provide an overhead-the-compartment doors vertical mounting surface for the optionally specified awning(s), upper level side emergency lighting, and scene lighting.

The upper level side panels shall be precision machine fabricated of apparatus body matching material, "concealed-bolted-construction" (to allow for removal and replacement), properly reinforced without the use of exterior angles or structural shapes. Flanged areas of side panels shall be hidden inside cavity areas so screw type fasteners are not visible from the exterior.



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Tray(s) to be provided with 2.5" deep perimeter formed-up flanges, corner closure welded at all four corners, and bolted to specified roller mechanism.

Tray shall be equipped with dual 300# (total of 600#) capacity 110% extension Euro design extruded precision slides and underside mounted air cylinder prop to hold tray in extended and retracted positions.

Outboard edge of tray shall have double broke pull handle along full width of tray.

ROM BRAND 70% SLIDING CARGO TRAY WITH PAN

Three (3), ROM brand 70% extension sliding cargo trays shall be supplied and installed in the compartments designated. Cargo tray slides shall be constructed from high strength 6061-T6 aluminum extrusion. Cargo tray shall have a latch release that is full width for easy opening and closing of cargo tray. Cargo tray shall latch in fully open or closed positions; no intermediate latching will be accepted. Each cargo tray slide will feature heavy duty "V" groove sealed ball bearing rollers, zinc plated steel parts, and shall be rated at 1000-pounds weight capacity. Cargo tray slides shall incorporate DOT approved RED reflective tape inset into the slides. Cargo tray handle extrusion shall be slotted to accept labels for identifying tray contents, No Exceptions

Cargo tray shall be constructed of plate aluminum 0.188" thick, Tig welded on the underside of tray, No weld shall be visible from top of tray. Cargo tray floor shall be 1.86" above cargo tray mounting surface. Cargo tray shall be an integral part of slide mechanism, welded to the slides, no bolt together tray shall be accepted; Tray is to be up to 48-inches front-to-rear by maximum width for the respective compartment door opening.

Locations of trays to be in D1, P1 and R1.

PULL-OUT TRAY LOCATION(S)

The above specified "apparatus body" pull-out tray(s) are to be located in the following compartment(s):

- ea. D-1:
- ea. D-2:
- 1 ea. D-3:

- ea. P-1:
- ea. P-2:
- ea. P-3:



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Three (3), each fabricated smooth natural finish .190" aluminum roll-out-tip-down pan style tray(s) shall be furnished, located above the floor level of specified compartment(s). Roll-out-tip-down pan tray(s) shall be of maximum width for door opening, and maximum front-to-rear dimension for the designated compartment, with 2.5" deep perimeter flanges tig welded at corners for rigidity. Trays are to be bolted to underside 215 pound. capacity single direction, "roll-out-and-down" roller slide assembly, which allows the tray to extend 70% from stored horizontal position, at a 30-degree angle while at full extension. Roller slide assembly is to be provided with side mounted brackets which allow infinite vertical adjustment using standard adjustable shelf tracks.

Rubber pads are to be provided at nested and full extension positions, along with mechanical locks at both positions.

ROLL-OUT TIP-DOWN TRAY LOCATION(S)

The above specified "apparatus body" roll-out tip-down tray(s) are to be located in the following compartment(s):

__ ea. D-1:

1 ea. D-2:

__ ea. D-3:

__ ea. P-1:

1 ea. P-2:

__ ea. P-3:

1 ea. R-1.

If none designated location shall be OEM specified.

VERTICAL TOOL BOARDS: PULL-OUT HORIZONTALLY ADJUST ALUMINUM .250"

One (1) each, smooth natural finish .250" aluminum flat panel vertical pull-out tool boards to be furnished. Tool board panels are to be at least 54" tall x 24" deep (front-to-rear), provided with top and bottom (2-each) cadmium plated roller bearing multi-stage 90% slides bolted at bottom and overhead to angular brackets.

Outboard vertical edge of tool board is to be double-broke fabricated, providing structural rigidity as will as a full height hand-grasp flange.

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Four (4) each, perimeter flanged full compartment front-to-rear width x compartment depth fabricated aluminum shelf/shelves to be furnished, clamp-bolted to and removable from adjustable slotted wall tracks.

Each shelf is to be a single piece fabrication, perimeter flanged-up, forming a pan, and providing for a recessed floor surface.

Each compartment adjustable shelf is to rest on, and be bolted to angular metal brackets which are compatible with the specified compartment wall mounted slotted tracks. Each shelf is to be provided with four (4) female threaded cadmium plated spring-loaded "cleats", designed to slide vertically in the specified wall mounted shelf tracks.

Each shelf is to be constructed of .125" smooth unpainted natural finish aluminum, and is to have a load capacity of no less than 300 pounds.

VERTICALLY ADJUSTABLE HORIZONTAL "DEEP" SHELF(VES), PAN FLANGED

Two (2) perimeter flanged full compartment front-to-rear width x compartment depth (19"+) fabricated aluminum shelf/shelves to be furnished, clamp-bolted to and removable from adjustable slotted wall tracks.

Each shelf is to be a single piece fabrication, 2-inch perimeter flanged-up, forming a "pan, and providing for a recessed floor surface.

Each compartment adjustable shelf is to rest on, and be bolted to angular metal brackets which are compatible with the specified compartment wall mounted slotted tracks. Each shelf is to be provided with four (4) female threaded cadmium plated spring-loaded "cleats", designed to slide vertically in the specified wall mounted shelf tracks.

Each shelf is to be constructed of .190" smooth unpainted natural finish aluminum, and is to have a load capacity of no less than 500 pounds.

ADJUSTABLE SHELVING LOCATION(S):

Deep Compartment Shelf/Shelves are to be located in the following compartment(s):

- 1 ea. D-1:
- ea. D-2:
- ea. D-3:



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Five (5) ea. ZICO model KD-UH-6-SF SCBA air bottle brackets only are to be provided, bolted to and removable from the optionally specified toolboard(s), NOTE: Tool Boards are not included in this feature.

SCBA BRACKET LOCATION(S):

SCBA brackets are to be located in compartment(s):

 ea. D-1

 ea. D-2

 ea. D-3

 ea P-1

 ea. P-2

 5 ea. P-3

RUBRAIL, BRUSHED STAINLESS STEEL

Bottom edge of side compartments, ahead of and behind rear wheel cut-out, to be lined with brushed finish stainless steel. Rubrails shall be located immediately below the sweep-out bottom door threshold, extending from front to rear of body. Rubrails are to be channel shaped with flanges inboard/flat surface outboard, spaced away from body with non-metallic shims, to allow for wash-out and absorption of minor impacts without damage to body flange.

Rubrails shall be bolted in position, easily replaceable.

POLISHED STAINLESS STEEL FENDER CROWNS

Polished stainless steel fender crowns (fenderettes) will be provided, encircling the radius panel cut-outs of the rear body wheelwell housings. Fender crowns to be bolted to and removable from wheelwell housings, with nylon spacers provided between mating flanges, to allow "wash-out" of mating areas. The bolt-on fasteners are to be stainless steel, concealed from exterior view.

NOTE: Use of fender crowns, on any manufacturer's 100" wide compartmented apparatus body, causes vehicle to exceed Federal D.O.T. vehicle standards (of 102") for over-all vehicle width, furthermore; fenderettes will extend beyond the purchaser specified rubrails.

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TRAFFIC VESTS - END USER RESPONSIBILITY

NOTE In order to meet the current requirements of current NFPA it is acknowledged that the end user will furnish, appropriate traffic vests, one for each seating position. Vests should comply with ANSI/ISEA 207 and have a five-point breakaway feature that includes two at the shoulders, two at the sides, and one at the front.

TRAFFIC FLARES - END USER RESPONSIBILITY

NOTE In order to meet the current requirements of NFPA 1901 it is acknowledged that the end user will furnish, a minimum of five (5) appropriate traffic warning devices such as highway flares.

TRAFFIC FLARES - END USER RESPONSIBILITY

NOTE In order to meet the current requirements of NFPA 1901 it is acknowledged that the end user will furnish, a minimum of five (5) appropriate traffic fluorescent traffic cones.

DEFIBRILLATOR - END USER RESPONSIBILITY

NOTE In order to meet the current requirements of NFPA 1901 it is acknowledged that the end user will furnish, the automatic external defibrillator (AED) specified prior to putting this vehicle in service.

SCBA - END USER RESPONSIBILITY

NOTE In order to meet the current requirements of NFPA 1901 it is acknowledged that the end user will furnish, the required SCBA (Self-Contained Breathing Apparatus) specified for each seated position, but not fewer than four (4), prior to putting this vehicle in service.

SCBA SPARE CYLINDERS- END USER RESPONSIBILITY

NOTE In order to meet the current requirements of NFPA 1901 it is acknowledged that the end user will furnish and mount in a bracket fastened to the apparatus or stored in a specially designed storage space, the required SCBA spare cylinders required prior to putting this vehicle in service. Each cylinder

NUTS, BOLTS, SCREWS



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Dedicated wiring shall be provided from chassis turn signal control, to the rear of the apparatus, for signaling of the specified apparatus body left and right side rear amber turn lights. Rear amber turn lights are not to be activated by brake lights.

ELECTRICAL WIRING INSTALLATION PERFORMANCE - 12 VDC

All wires are to be of sufficient size so that voltage drop in any electrical device shall not exceed 15%.

BATTERY CABLE INSTALLATION STANDARDS

Chassis battery cables are to be routed from batteries' common positive to engine starter, return from engine starter to battery switch, and from battery switch to the chassis power distribution terminal post and to post located on a frame rail, and then to the apparatus body power distribution center (PDC). All battery cables are to be appropriately sized welding cable, heavily insulated super fine multi-stranded copper enclosed within high temperature vinyl loom and equipped with plated copper soldered terminals/lugs. Edge protector or rubber grommet is to be furnished where ever battery cables pass through sheet metal panels.

AUDIBLE DEVICE INSTALLATION STANDARDS

When furnished, air horns, electric siren, electronic siren speakers, and other audible emergency equipment are to be mounted as low and as far forward on the apparatus as practical. Audible warning equipment is not to be mounted on the roof of the chassis cab.

NON-REMOVABLE IGNITION DEVICE

The chassis ignition actuation is to be by a rotary/toggle style switch, or by a key switch with key permanently chained to the dashboard.

WIRING HARNESES

All apparatus body wiring for specified lights and electrical equipment is to be suitably protected inside heat resistant vinyl, forming multiple harnesses. Multiple harnesses are to run from chassis cab and apparatus body to a PDC (power distribution center). Harnesses are to consist of individual legend imprinted multi-stranded copper color coded SAE-J 1128 compliant automotive wires inside vinyl loom. Spare wires are to run throughout the apparatus compartmented body so as to allow for future installations of electrical accessories, while using original harnesses. All wiring is to be identified, "imprinted" with number and/or function. Auto-reset circuit breakers are to be furnished, of various amperage capacities, sized for intended load.



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12-VOLT USB RECEPTACLE

One (1), 12-volt USB receptacle(s) shall be furnished, wired to chassis 12-volt electrical system, properly fused. Receptacle(s) shall be located: on the crew cab electrical console.

APPARATUS LIGHTING INSTALLATION STANDARDS:

All specified 12-volt to be in accordance with D.O.T. regulations at time of purchase.

WALKWAY, STANDING PLATFORM, AND WORK AREA LIGHTING

Specified standing, stepping, and walking surface lighting shall be located to minimize accidental breakage.

LIGHTING INSTALLATION REQUIREMENTS

All specified light fixtures to be located/fitted prior to and re-installed after finish painting. Where fixture wiring passes through metal body panel, the pass-thru hole to be equipped with a rubber grommet. All specified light fixtures shall be installed, using stainless steel screws with non-metallic "replaceable" threaded inserts, to allow removal of light fixture, from exterior of body. Where light fixtures are to be installed on a painted panel, all light fixture mounting holes, grommet holes, and fastener holes shall be machined/cut-out prior to prime and finish painting, so that all metal edge surfaces receive the same protective coating. Where holes are cut or drilled, after finish painting, same holes shall receive paint finishes prior to insertion of fasteners and threaded inserts.

FMVSS LIGHTING CONFIGURATION

The following specified rear body tail/stop, turn and back up lights to be positioned: Red (tail/stop) TOP, Amber (turn) MIDDLE, and Clear (back up) BOTTOM, driver's and passenger's side rear of body.

VEHICLE DATA RECORDER AND SEAT BELT WARNING DEVICE:

The Customer/Purchaser will sign a "Waiver" to eliminate the requirement for a VDR.

ELECTRICAL CONSOLE, WITH BINDER POCKETS



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The two (2) LED outboard marker lights located at the rear shall be installed:

To indicate the overall width of the vehicle.

At the same height.

To be visible from the rear and the side.

MID-TURN/MARKERS

Two (2), surface mount mid-ship Weldon model 9186-8580-29 LED dual element, combination marker and turn lights, are to be furnished, located: one (1) driver's side mid-ship vehicle and one (1) passenger's side mid-ship vehicle. Light fixtures are to have Amber lens. Marker Light is to be steady on with headlights, Turn Lights are to have flashing element, activated by vehicle turn signals.

Per FMVSS 108 and CMVSS 108 requirements.

REAR BODY RED REFLECTORS

Four (4) red reflectors shall be furnished, located at rear and rear sides of body.

REAR FMVSS LIGHTING

The following rear stop/tail and directional lighting shall be furnished and installed at rear of apparatus body:

Two (2) Whelen M6BTT, red LED stop/tail lights.

Two (2) Whelen M6T, amber LED, arrow style turn indicators.

Two (2) Whelen M6BUW, clear LED, reverse lights.

Each light shall be installed in appropriate chrome finish light bezel.

Lights and bezels shall be bolted into position by stainless steel fasteners and press-fit plastic female blind fasteners or secure installation, ease of service, and corrosion prevention.

BACK-UP ALARM

One (1), 12-volt Ecco model 520 electronic back-up alarm to be furnished, mounted at rear below body, activated by reverse gear of truck transmission.

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Five (5) each, 4" LED grommet mount under body 12-volt ground lights to be furnished, located: two (2) each driver's side ahead of and behind rear wheels, two (2) each passenger's side ahead of and behind rear wheels, one (1) each center rear underside tailboard. Lights to be completely sealed for weather resistance, lenses 4" diameter. Lights to be wired for activation by setting of the parking brake.

12-Volt LIGHT TOWER

- WILL BURT 12VDC LIGHT TOWERS ^ to select location alternatives

WILL-BURT NIGHTSCAN LIGHT TOWER, 600 WATT, FOUR (4) LIGHTS

One (1), WillBurt model NS 2.3-600 WHL NightScan Chief remote controlled, low profile extendable lighting system to be furnished with: 7.5 foot lift-up telescoping mast with 12-volt actuator (for elevation) and pneumatic controls (for telescoping), surface mount base unit with shroud, four (4) Whelen 12-volt Pioneer Plus 150-watt LED light fixtures, RCP 12-volt directional system with pan/tilt, remote panel mount controls, interior cab dash mounted "LIGHT TOWER EXTENDED" indicator light and "auto-stow" feature. Light tower to be wired to specified generator circuit breaker panel with appropriate size manual-reset circuit breakers.

12-VOLT AUXILIARY LIGHTING

FORWARD FACING FRC BROW LIGHT. LED

One (1) each, Fire Research "Evolution" FCA850-V15 12-volt LED "Brow Light" shall be furnished, permanently mounted to front center cab roof. Light to be switched from customer designated location, light to illuminate front area of apparatus.

12-VOLT BROW SCENE LIGHT SWITCHING, CAB SWITCH

The specified Forward Facing 12-Volt Brow scene light(s) to be activated by one (1) cab dashboard switch. Switch is to be labeled to identify type of light and the forward facing location(s).

APPARATUS BODY 12-VOLT SCENE LIGHTING

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treadplate, providing front and side vertical panels, approximately 5 feet x 7 feet x 12" tall to completely conceal light tower from ground level view when stowed.

Customer may select special insignia or lettering laser-cut into side and/or front of shroud with reflective colored backing for an additional contract cost (bidder to designate cost).

ELECTRONIC SIREN

One (1), Whelen model 295SLSA1, "Hands Free" electronic siren amplifier w/park-kill feature, selectable 100 or 200 watt output to be furnished. Electronic siren to have a "piercer" tone. A permanently wired microphone to be furnished with coil cord and mounting clip. Siren amplifier to be wired to specified electronic speaker(s).

Siren control head shall be located Surface mounted to center console.

100 WATT SPEAKER

One (1), Whelen model SA315P, 100-watt rectangular concealed speaker to be furnished, located recessed behind front bumper. Vertical surface of front bumper to be "cut-out", back side (between bumper and speaker) furnished with polished stainless steel speaker grille.

CAB ROOF LIGHTBAR: WHELEN FREEDOM, 60" RED and CLEAR LED

One (1ea), Whelen "Freedom" model F4N0VLED, 60" long Linear-LED lightbar shall be furnished and installed, permanently mounted to forward roof top of chassis cab.

Lightbar shall be provided with:

Six (6) red LED's, located: 2-forward facing, 2-front corners, 2-rear corners.

Two (2) clear LED's, located: 2-forward facing.

Lightbar shall be switched in the chassis cab, identified as: "CAB ROOF LIGHTBAR"

NOTE: Activation of vehicle's Parking Brake shall disengage any forward facing clear lights.

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are to be driver's Red, passenger's side Red, lenses to be Red. Lights to be activated by a separate illuminated rocker switch, identified by function.

SIDE LOWER ZONE, REAR WHEEL WELL, LED

Two (2), Whelen M6J surface mount Red and Blue Super LED flashing lights with Clear lenses and chrome trim flanges to be furnished, one (1) on each side of the apparatus in the front portions of the rear wheelwells. Lights are to meet the NFPA Zone B and D lower level lighting requirement. Lights to be activated by an illuminated rocker switch.

REAR OF BODY LOWER LEVEL LED WARNING LIGHTS, TECNIQ

Two (2), Tecniq Model K-60, part number K60-RR00-1, rectangular surface mounted LED light heads and two (2) chrome plated surrounds to be furnished, located one (1) driver's side lower rear body corner, one (1) passenger's side lower rear body corner. Light lenses to be RED, light elements are to be RED. Lights are to meet the NFPA Zone C lower level lighting requirement. Lights to be activated by specified switch, identified by function.

REAR UPPER LEVEL LED "STACKED" LIGHTS

Four (4), Tecniq model K60 rectangular LED light heads with chrome plated surrounds are to be furnished and mounted two (2) driver's side rear and two (2) passenger's side rear "stacked" one above.

Two (2) Tecniq model K60 rectangular LED light heads with chrome plated surrounds are to be furnished and mounted two (2) rear upper sides (1-each side).

Lights to be activated by specified switch, identified by function.

SPECIAL MOUNTING INSTRUCTIONS

The six (6) each, above specified: _____ light fixtures are to be located: _____

PAINT PROCESS

Body surfaces which are to be painted, are to be cleaned using DX436 wax and grease remover. Next, the entire to be painted surface is to be sprayed with F3963 Etching Primer which exhibits very good adhesion



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PAINT COLOR

Finish color of the apparatus body exterior and painted accessories shall be of a single color to match major chassis cab exterior color.

Unless otherwise specified, the chassis frame, axles, and suspension shall remain the OEM color of Black.

COMPARTMENT INTERIORS

The enclosed compartment interiors, side and rear, are to be unpainted natural smooth metal finish. Where body material is aluminum, the metal is to have a machine "swirl" finish (marbled), consisting of 80-grit 4-inch diameter circular patterns overlapping each other. Where metal specified to be stainless steel, the finish is to be mill polished #4-brushed.

COMPARTMENT FABRICATED ACCESSORIES

The optionally specified fabricated compartment accessories (shelves and boards, etc.), are to be unpainted natural smooth metal finish. Where material is aluminum, the metal is to have a machine "swirl-pattern" finish, where metal is stainless steel, the finish is to be #4-brushed.

BODY RE-ASSEMBLY

During reassembly of all individually painted fabricated components, special care shall be taken to prevent deterioration of top paint coats of mating flanged areas. Fabricated accessory components, which have been removed prior to painting, shall be seal coated where mated to dissimilar metal painted components. Accessory fabrications to be installed using stainless steel button socket head cap screw fasteners. Edges of accessories, where meeting exterior body painted fabrications, shall be properly caulked with G.E. or equal silver metallic body sealant to prevent moisture accumulation between metal layers.

TOUCH-UP PAINT

One (1), full quart of original finish color top coat paint material shall be provided for use as future touch-up paint.

PAINT COLOR/CODE

The paint color (Vermillion Red) and shall match the Ford Vermillion red.

INTERIOR COMPARTMENTS: "SWIRLED" MACHINED FINISH



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DISSIMILAR METALS CORROSION PREVENTION

In an effort to prevent "dissimilar metals corrosion" all apparatus ferrous and non-ferrous metals shall be isolated from one another, using barrier tapes, vinyl or rubberized coatings, and other methods to isolate the mating surfaces. Where aluminum and steel or stainless steel are "mated", the entire mating surface must be lined or coated, even where surfaces are already prime and/or color coat painted.

Since all fasteners must be stainless steel, it is imperative to provide fasteners with the smallest possible head profile, such as button-socket-head cap screws, in lieu of pan head or truss head screws. Additionally, all screw and nut fasteners shall be coated with "Harpen Wax" to prevent fastener discoloration when exposed to dissimilar aluminum. Rubber and/or vinyl washers shall NOT be used, as they collapse as allow fasteners to loosen.

Where stainless steel piano hinges are bolted to aluminum, the hinge leaf shall first be lined with a brush on undercoating.

ADDITIONAL CORROSION PREVENTION

In addition to the above specified corrosion prevention, the apparatus shall be assembled using ECK or electrolysis corrosion control, on all high corrosion potential areas, such as door latches, door hinges, trim plates, fenderettes, etc. This coating is a high zinc compound that shall act as a sacrificial barrier to prevent electrolysis and corrosion between dissimilar metals.

All .375" diameter and smaller screws and bolts shall be stainless steel with a wax coating, designed to reduce the potential for electrolysis and corrosion to occur where items are assembled and attached.

REFLECTIVE STRIPING, 4" WIDE, SCOTCHLITE

A 4" wide horizontal WHITE ScotchLite reflective stripe is to be affixed to the full length of driver side and passenger side of the vehicle, in conformance with NFPA 1901 reflectivity requirement.

LASER-CUT-OUT DESIGN IN REFLECTIVE STRIPING

Laser cut: "DIAL 911" in the specified driver side and passenger side reflective striping. Cut-out design shall allow job color to show-through for contrasting color.

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Lettering shall match the above specified Department name, in style, material, and size; and be located:

_____.

8" GOLD LETTERING, BLACK SHADED

Twenty Four (24) CAD generated machine cut simulated gold leaf letters, 8" tall, highlighted with black vinyl shading shall be provided.

Lettering to be encapsulated between two (2) layers of mylar, for protection and longevity.

"SPECIAL DESIGN FEES - 1ST TIME MALTESE CROSS EMBLEMS"

The following specified custom door emblems will be designed by the graphics material supplier.

"MALTESE CROSS EMBLEMS"

One (1) pair of 10" diameter Maltese Crosses emblems, of simulated gold leaf material, is to be furnished and installed per Fire Dept approval.

PREPARATIONS FOR CHEVRON GRAPHICS

Due to the dissimilar metal content encapsulated in the Chevron Graphics Materials, the portions of the apparatus body to be Chevron overlaid; are first to be prime painted and finish painted, thus providing a barrier coat.

Following specified Chevrons are to be applied to the rear apparatus body fabrications only (rear body corners and rear facing panel), not to the exterior surface of any specified rear compartment door(s).

CHEVRON STRIPING, REAR OF APPARATUS, REFLEXITE

Up to 48 square feet of NFPA compliant color and pattern 6" multiple diagonal Reflexite reflective stripes are to be provided, full width at rear of apparatus body. Stripes are to form "Chevrons", using alternating Solid Red/Fluorescent Yellow-Green reflective stripes, only interrupted by the rear apparatus lighting, handrails, steps, and other bolt-on accessories. Chevron patterned material is to be applied on to the flat metal

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CHASSIS CAB INTERIOR - 125-VOLT 5-20R RECEPTACLE, SHOREPOWER

One (1), 125-volt, household 20-amp 3-wire duplex (2-total) plug-in receptacle shall be furnished, interior of chassis cab, located as designated, with: surface mounted cast aluminum receptacle box, 125-volt 3-wire 5-20R household plug-in receptacle, metal cover plate, protected wiring to the specified shoreline, and engraved nameplate identifying voltage and power source.

125-VOLT POWER RECEPTACLE LOCATION(S)

The above specified "chassis cab" line voltage receptacles shall be located: _____.

CREW CAB INTERIOR - 125-VOLT POWER STRIP, SHOREPOWER

One (1), 125-volt, household 15-amp 3-wire 6-place plug-in power strip, with 5-15 receptacles and lighted power switch is to be furnished, interior of crew cab, located as designated, equipped with protected line voltage wiring to the specified shoreline, and an engraved nameplate identifying voltage and power source.

125-VOLT POWER STRIP LOCATION(S)

The above specified "crew cab" line voltage power strips shall be located: _____.

120V/240V ELECTRICAL SYSTEM AND ACCESSORIES

The following specified 120/240 -Volt alternating current system shall meet the requirements of NFPA 1901, as it relates to vehicle mounted systems, including but not limited to: Materials, Grounding, Overcurrent Protection, Wiring Methods, Wiring identification, Wet Locations, Dry Locations, Receptacle Listings, Electrical System Testing, Placarding, and Operational Testing.

POWER INVERTER, 12-VDC -TO- 120 VAC

One (1), Vanner True-Sine Inverter is to be furnished, located within the apparatus body, wired to provide line voltage power to the optionally specified 120-volt receptacles. Inverter is to have a maximum power output of 2000 watts at 120-VAC at a frequency of 60 Hz

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STAFF MEMORANDUM

SUBJECT:	Authorize Hire of Public Works Maintenance Worker I Position
MEETING DATE:	June 13, 2019
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Eliminate the Seasonal Public Works Worker position, effective June 30, 2019 and authorize the City Administrator to hire an additional Public Works Maintenance Worker I position.

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

In recent years, the size and quality of applicant pools for the Public Works seasonal position has been declining. This is assumed to be due in large part to the current labor market. The position provides roughly 20% of the man hours within the Department. The limit on the tenure of any individual (approximately 6 months in any calendar year) and difficulty in recruitment and often leaves the Department under staffed. The nature of the position also limits the quality of the man hours it provides. Individuals in the position are often limited by experience, expertise and lack of certifications/licenses. Additionally, regular turnover results in loss of the knowledge that the seasonal employees to obtain and the inefficiencies of training/learning curve of new employees.

DISCUSSION:

The City Council is being asked to authorize the hire of an additional Public Works Maintenance Worker I position. This position would replace the seasonal position within the Department.

The full-time Public Works Maintenance Worker I position would provide greater staffing stability in the Department, provide for retention of experience/expertise and other institutional knowledge, resulting in greater value to the Department.

BUDGET IMPACT:

The seasonal position is recommended to be eliminated, thereby providing an offset in General Fund expenses. A summary of the net impact on the relevant funds has been provided below.

	Seasonal	Full-Time	Change
General Fund 101	\$36,600	\$37,000	\$400
Water Fund 601	\$2,300	\$20,600	\$18,300
Sewer Fund 602	\$2,300	\$12,100	\$9,800
Storm Water Fund 620	\$4,600	\$1,500	(\$3,100)
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	\$45,800	\$71,200	\$25,400



STAFF MEMORANDUM

SUBJECT: Amending Unintentional Use Adjustment Policy
MEETING DATE: June 13, 2019
PREPARED BY: Kellie Stewart, Accountant
REQUESTED ACTION: Council is being asked to review the current Unintentional Use Adjustment Policy and provide direction on any changes.

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

City Council adopted Resolution 16-11 Establishing the Unintentional Use Adjustment Policy on February 25, 2016. This policy allows the City Administrator or their designee to make administrative adjustments to utility accounts and provide relief to utility customers who are in good standing and meet all criteria in the event that they have excessive water usage resulting from unintentional water use or a leaking fixture. The Council later adopted Resolution 17-50 on August 24, 2017 allowing for two months of water adjustments instead of only one.

The policy provides the following eligibility criteria:

- All utility accounts for properties owned by the same individual or entity within the City are current at the time of the request for adjustment; and
- All accounts for properties owned by the same individual or entity within the City have been current for the twelve months prior to the month requested to be adjusted; and
- The City has not certified property tax assessment for delinquencies on the account to be adjusted and any accounts for other properties within the City owned by the same individual or entity within the last three years; and
- If the property owner has owned the property or other properties in the City for less than twelve months for purposes of determining account currency or three years for evaluating past tax assessments for delinquencies , the determination of “good standing” will be made based on the time period the property has been owned; and
- The usage in the month to be adjusted must be in excess of 20,000 gallons and at least 100% greater than the highest usage month in the previous twelve months.

The policy provides staff can provide the following relief:

- The adjustment will be only for up to two months of usage; and
- The cost of usage in excess of 20,000 gallons shall be reduced to the amount applied to usage between 10,000 and 20,000 gallons; and
- Such relief will only be provided to a property owner once every 36 months, provided the eligibility criteria can be met at that time.

Since the adoption of this policy there have been twenty seven requests submitted for relief due to unintentional water use. Of these requests, only twenty were in good standing and met the criteria to receive an adjustment to their utility bill. Requests ranged from 26,000 to 383,000 gallons. The average usage per request was 70,000 gallons of water and all but four were less than that amount. The approved adjustments ranged from \$57.91 to \$3,387.78. If the top four adjustments were excluded (these ranged from \$370.96 to \$3,387.78), the average adjustment was \$157.30.

At the May 22, 2019 City Council meeting, resident Guy Bosch, requested that the Council review of the Unintentional Use Adjustment Policy. Mr. Bosch suggested that the Unintentional Use Adjustment Policy should provide greater relief for utility customers in good standing than is provided under the current policy. The Council directed staff to schedule this item for discussion at a future meeting.

DISCUSSION:

The City Council is being asked to whether or not they want to make changes to the Unintentional Use Adjustment Policy. The three primary approaches to on considering this item are:

- Make no changes to the current policy
- Reduce the charges during the two month relief period to Tier 1
- “Write off” any excessive usage during the two month period

Staff is seeking direction from the City Council regarding this item. Additionally, Mr. Bosch has requested that any changes to the policy that are beneficial to his situation be retroactively applied to his unintentional use.

It should also be noted that Mr. Bosch expressed concerns regarding the aggressiveness of the City’s tier structure for water usage rates. Unless otherwise directed by the City Council, it would be Staff’s intent to evaluate the City’s utility rate structure as part of the annual utility budget and rate analysis later this year.

BUDGET IMPACT:

If the Council implements changes to the Unintentional Use Adjustment Policy, it would result in a reduction in revenue to the City equivalent to the amount of the relief provided under the terms of the policy.

Attachments:

- Resolution 16-11 Adopt Unintentional Use Adjustment Policy
- Resolution 17-50 Amending Unintentional Use Adjustment Policy
- Unintentional Use Adjustment Policy

CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

RESOLUTION NO. 16-11

WHEREAS; the City of Elko New Market provides municipal water service and has established associated fees and charges; and

WHEREAS; the Elko New Market City Council desires to establish a policy for the City Administrator or their designee to make administrative adjustments to utility accounts and provide relief to utility customers who are in good standing in the event that they have excessive water usage resulting from unintentional use or leaking fixture; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that the Unintentional Use Adjustment Policy, attached as Exhibit A is hereby adopted.

APPROVED AND ADOPTED this 25th day of February, 2016.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

RESOLUTION NO. 17-50

WHEREAS; the City of Elko New Market provides municipal water service and has established associated fees and charges; and

WHEREAS; the Elko New Market City Council established a policy for the City Administrator or their designee to make administrative adjustments to utility accounts and provide relief to utility customers who are in good standing in the event that they have excessive water usage resulting from unintentional use or leaking fixture; and

WHEREAS; in the best interest of the residents of the City that the Unintentional Use Adjustment Policy Amendment be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that the amendment to the Unintentional Use Adjustment Policy adjustment for excessive water usage be extended up to two months effective immediately upon passage of resolution.

APPROVED AND ADOPTED this 24th day of August, 2017.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

Unintentional Use Adjustment Policy

Purpose:

To establish a policy for staff to make administrative adjustment to utility accounts and provide relief to utility customers who are in good standing in the event that they have excessive water usage resulting from unintentional use or leaking fixture.

Eligibility:

The following criteria must be met in order for the account to eligible for an adjustment under the provisions of this policy:

- All utility accounts for properties owned by the same individual or entity within the City are current at the time of the request for adjustment; and
- All accounts for properties owned by the same individual or entity within the City have been current for the twelve months prior to the month requested to be adjusted; and
- The City has not certified property tax assessment for delinquencies on the account to be adjusted and any accounts for other properties within the City owned by the same individual or entity within the last three years; and
- If the property owner has owned the property or other properties in the City for less than twelve months for purposes of determining account currency or three years for evaluating past tax assessments for delinquencies , the determination of “good standing” will be made based on the time period the property has been owned; and
- The usage in the month to be adjusted must be in excess of 20,000 gallons and at least 100% greater than the highest usage month in the previous twelve months.

Relief:

- The adjustment will be only for up to two months of usage; and
- The cost of usage in excess of 20,000 gallons shall be reduced to the amount applied to usage between 10,000 and 20,000 gallons; and
- Such relief will only be provided to a property owner once every 36 months, provided the eligibility criteria can be met at that time.



STAFF MEMORANDUM

SUBJECT:	Petition for Annexation
MEETING DATE:	June 13, 2019
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Approve Orderly Annexation Agreement

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

Elko 34, LLC has submitted a petition for annexation of approximately 36.42 acres of property located on the south side of Pete's Hill Park, along Xerxes & Beard Avenues, on the eastern edge of the city limits. The requested annexation is to accommodate the proposed residential development which contains approximately 23 twinhome lots and 21 to 23 single-family lots. In order for the developer to apply for zoning and plat approval, the property will need to be annexed into the City. The Planning Commission reviewed a concept plan of the development on May 28, 2019, and recommended that the property be annexed into the City based on the submitted development plan, and noting the following items:

- 1) The proposed use of the property meets the intent of the guided land use for the area which guides the property to low density residential. The development does not exceed the guided density range 2 to 5 units per acre.
- 2) Development of the property as shown on the concept plan dated 4/25/19 would require approval of Planned Unit Development (PUD) zoning.
- 3) A deviation from the lot size and width requirements is being proposed for eight of the proposed 23 single-family lots. Attempt should be made to meet the minimum lot size requirements.
- 4) The developer shall indicate how the development will meet the intended goals of the PUD by incorporating improved design elements that exceed the city's standards.
- 5) A 20' wide landscape buffer must be provided for lots abutting Xerxes Trail and 273rd Street East.
- 6) A tree inventory meeting the requirements of Section 12-9-9 of the City's Subdivision Ordinance must be completed and must identify the location of all significant trees on the property. 40% of the significant trees must be protected as part of the development.
- 7) The City will require that water be looped through the development and connect to the Windrose development. Future plan submittals should indicate the proposed connection to the Windrose development. 12" watermain will be required in 273rd Street East.
- 8) A stormwater plan meeting the requirements of Chapter 11 of the Zoning Ordinance and the City's Surface Water Management Plan must be submitted and approved by the City Engineer.
- 9) A (wetland) MnRAM report is required, to determine the quality of the wetlands on the site. Vegetative buffers are required adjacent to delineated wetlands, and buffer widths are based on the quality of the wetland.
- 10) Support for the concept plan dated 4/25/19 is subject to approval of a wetland replacement plan application. An application for wetland mitigation will need to be submitted and approved by the City in order to mitigate any wetlands on the property.
- 11) Additional right-of-way will need to be dedicated along Xerxes Trail, Beard Avenue, and 273rd Street East.
- 12) 273rd Street East adjacent to the proposed development must be improved to city standards. The street section/design shall match the existing street section on Xerxes Trail, with curbing on the north side of the street, and a rural section on the south side of the street.
- 13) A sidewalk must be added on the north side of proposed "Road C". A sidewalk may be required on proposed "Road B" (cul-de-sac).

- 14) A 10' wide trail that meets the intent of the City's Park & Trail Plan should be incorporated into the development plans. The trail should connect from Pete's Hill Park on the north side of the development, and continue through the development in a southeasterly fashion, possibly connecting to proposed "Road A or C".
- 15) Park land dedication is recommended on the north side of the proposed development, adjacent to Pete's Hill Park and surrounding the north wetland area. Additional input will be sought from the Parks Commission regarding park dedication.
- 16) Additional evaluation is needed regarding proposed single family lots #22 & 23, in terms of sanitary sewer and water service, and driveway access onto a major city collector street. These lots may not be buildable lots.
- 17) The existing well on the property must be properly sealed and the septic system must be properly abandoned. Demolition permits are required for removal/demolition of any existing structures.
- 18) The proposed monument sign must be located on a private lot, with an easement granted for monument sign purposes.
- 19) The proposed outlots depicted between single-family homes and twin homes must be incorporated into private lots. The proposed outlots must be removed from the development plan.

Discussion

Based on direction from the Planning Commission at the May 28th, 2019 meeting, the City Attorney drafted a Joint Resolution for Orderly Annexation (OAA) which was considered and approved by New Market Township on June 4, 2019.

Joint Resolution for Orderly Annexation

The OAA is the document that will be submitted to the State Office of Administrative Hearings to finalize the annexation of the property upon approval and execution by the City and Township. The OAA provides the legal description of the property to be annexed. The OAA also provides:

- Tax reimbursement from the City to the Township, the equivalent of 5 years property taxes based on the Town 2019 payable property taxes, a total amount of \$7,614.30 to be paid on or before January 1, 2020.
- A provision for detachment of the property from the City, should the property not develop within five years. A detachment could be initiated upon request by the Town Board or submission of a petition by the property owners.
- Each party to pay its own costs incurred in the negotiation of OAA.

General – Tax Reimbursement

The general issue of tax reimbursement or compensation to townships upon annexations has been handled a variety of ways over the past several years. Some cities and townships have negotiated a "per acre" fee to the township, while other cities have provided for a tax reimbursement to the township based on tax revenues currently received.

The City of Elko New Market and New Market Township have also used a variety of methods to achieve some type of compensation to the township for lost tax revenues. New Market Township has agreed to a five-year tax reimbursement which was the same as

approved during the most recent annexation in the fall of 2018. Staff and the City Attorney are comfortable with the five year reimbursement.

Township Feedback – During staff’s presentation to the Township Board regarding the petition for annexation, the Township Board brought up the following areas of concern to be passed on to the City Council:

- Beard Avenue Maintenance – Beard Avenue lying between 275th St E and CR 86 (1/2 mile) is a gravel township road. The Board indicated that this section of roadway requires more maintenance and grading than many of their roads, and they believe that this is partially because of increased number City residents that use the road. There was a suggestion that the City take over maintenance of this section of Beard Avenue.
- 273rd Street East / Thomas Avenue / 270th Street East – There was a suggestion that the City should take over maintenance of the existing gravel streets lying between the proposed development and Windrose Curve. There was a concern that residents living in the proposed new development may utilize these gravel road roads to get to the Windrose development, causing increased maintenance needs.
- Legal Fees – A concern regarding township legal fees was expressed. The Board asked if there may be a way for the City to help facilitate reimbursement of their legal fees related to annexations. The Township Attorney is involved in reviewing the Orderly Annexation Agreements, resulting in direct costs to the Township.



REQUESTED ACTION:

Approve Resolution #19-31 approving the Joint Resolution Establishing an Orderly Annexation Agreement Between the City of Elko New Market and New Market Township Pursuant to Minnesota Statutes, Section 414.0325 to Provide for the Immediate Annexation of Certain Property.

Attachments:

- Resolution #19-31 - Joint Resolution Establishing an Orderly Annexation Agreement Between the City of Elko New Market and New Market Township to Provide for Immediate Annexation
- Concept Development Plans dated April 25, 2019

**CITY OF ELKO NEW MARKET
(Resolution No. 19-31)**

**NEW MARKET TOWNSHIP
(Resolution No. 2019-007)**

**JOINT RESOLUTION ESTABLISHING AN ORDERLY ANNEXATION
AGREEMENT BETWEEN THE CITY OF ELKO NEW MARKET AND NEW MARKET
TOWNSHIP PURSUANT TO MINNESOTA STATUTES, SECTION 414.0325 TO
PROVIDE FOR THE IMMEDIATE ANNEXATION OF CERTAIN PROPERTY**

WHEREAS, the City of Elko New Market, Scott County, Minnesota (“City”) and New Market Township, Scott County, Minnesota (“Town”) both desire to accommodate growth in a cooperative, planned, and orderly fashion; and

WHEREAS, the City and Town are in agreement as to the orderly annexation of the unincorporated land described herein, and both determine such annexation will be to their benefit and to the benefit of their respective residents; and

WHEREAS, Minnesota Statutes, section 414.0325 provides a procedure whereby the City and the Town may agree on a process of orderly annexation of a designated area; and

WHEREAS, the City and the Town are in agreement as to the immediate annexation of the designated area in accordance with the provisions of this orderly annexation agreement (“Agreement”) in order to promote orderly and planned residential growth; and

WHEREAS, the subject property is urban or suburban or about to become so, and since the City is capable of providing services to this area within a reasonable time, the annexation would be in the best interest of the area; and

WHEREAS, the owners of the property have waived the electric utility service notice under Minnesota Statutes, section 414.0325, subdivision 1a as the provider of such service will not change as a result of the annexation; and

WHEREAS, the notice requirements prescribed by Minnesota Statutes, section 414.0325, subdivision 1b do not apply because the Agreement provides for the immediate annexation of the designated property and all of the owners of the property have petitioned for the annexation; and

WHEREAS, this Agreement sets out all of the terms and conditions for the annexation of the property described within this document and the signatories hereto agree that no consideration by the Chief Administrative Law Judge of the Office of Administrative Hearings is necessary.

NOW, THEREFORE, the City Council of the City of Elko New Market and the Town Board of New Market Township hereby resolve and agree to the immediate annexation into the City of the property herein described upon the following terms and conditions:

1. **Designated Area.** The unincorporated property designated for orderly annexation by this Agreement consists of the land legally described in the attached Exhibit A and shown on map attached hereto as Exhibit B (“Property”).
2. **Immediate Annexation.** It is agreed that the Property be immediately annexed to the City. Upon its adoption by both the City and the Town, the City shall file this Agreement with the Chief Administrative Law Judge for processing and an order providing for the immediate annexation of the Property pursuant to its terms. This City shall be responsible for providing any additional information that may be required to accomplish the annexation provided for herein.
3. **Acreage/Population/Usage/Zoning.**
 - a. The Property consists of approximately 36.42 acres.
 - b. The population of the Property is currently 0.
 - c. The Property is owned by Elko 34, LLC, a Minnesota limited liability company, which signed a petition for this annexation as part of a desire to subdivide and develop this land into single-family residential lots.
 - d. The Property abuts the east boundary line of the main City limits and is not included within any other municipality.
 - e. Upon annexation, the Property will be included in the City’s urban reserve zoning district, subject to an anticipated rezoning request by the petitioners and/or any other prospective developer.
4. **Roads.** This annexation will include annexation of abutting Township roads. The City will be responsible for maintaining the entire width of 273rd Street right-of-way to the easterly boundary of the Property to be annexed.
5. **Jurisdiction.** Pursuant to Minnesota Statutes, section 414.0325, the Town and the City, upon passage of this joint resolution, confer jurisdiction upon the Chief Administrative Law Judge so as to accomplish orderly annexation in accordance with the terms of this Agreement.
6. **Taxation.** If the annexation becomes effective on or before August 1 of any year, the City may levy on the annexed area beginning with that year. If the annexation becomes effective after August 1 of any year, the Town may continue to levy on the annexed area for that year, and the City may not levy in the annexed area until the following year. Differential taxation under M.S. §414.035, or special assessment or debt reimbursement under M.S. §414.036 is not required.

Taxes payable to the Town in 2019 on the Property total \$1,522.86. Pursuant to Minnesota Statutes, section 414.036, the City and the Town agree that upon annexation

of the Property, the City shall reimburse the Town for the equivalent of 5 years of property taxes associated with the Property, determined by the 2019 taxes. Therefore, the City shall pay the Town a lump sum of \$7,614.30 on or before January 1, 2020. There are no special assessments assigned by the Town to the Property, nor is there any debt incurred by the Town attributable to the Property.

7. **Review and Comment.** The City and the Town agree that upon receipt of this Agreement, as passed and adopted by each party, the Chief Administrative Law Judge may review and comment but shall, within 30 days, order the annexation in accordance with the terms of this Agreement. The City and Town agree that no alteration of the stated boundaries of the orderly annexation area as shown and described in the attached exhibits is appropriate, that no consideration by the Chief Administrative Law Judge is necessary, that all terms and conditions for annexation are provided for in this Agreement, and that no alteration of the terms and conditions of this Agreement by the Chief Administrative Law Judge is appropriate.
8. **Detachment of Property.** In the event that a final plat of all or a portion of the Orderly Annexation Area is not approved by the City within five (5) years after annexation of the Orderly Annexation Area, then, upon request by the Town Board or submission of a Petition by the property owners of the Orderly Annexation Area in accordance with the provisions of Minn. Stat. §414.06, the City of Elko New Market agrees to approve and submit to the Chief Administrative Law Judge a resolution of the City of Elko New Market for detachment of the Orderly Annexation Area from the municipality, and in connection with any such hearing thereon, agrees that the Orderly Annexation Area is not needed for reasonably anticipated future development and that the detachment of the Orderly Annexation Area would not unreasonably affect the symmetry of the City of Elko New Market nor cause any hardship in the City of Elko New Market's ability to carry on the functions of government.
9. **Binding Contract.** Pursuant to Minnesota Statutes, section 414.0325, subdivision 6, this Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Property.
10. **Costs Associated with the Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, with the exception that the City shall pay for the recording and filing fees, and costs incurred to make any needed corrections.
11. **Entire Agreement.** The terms, covenants, conditions, and provisions of this Agreement, including Exhibits A and B, which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties. No amendment to this Agreement shall be effective unless mutually agreed to by the City and Town. Any prior joint resolutions or agreements regarding all or any portion of the Property are superseded by, and shall not interfere with or otherwise control, the terms of this Agreement.

12. **Effective Date/Applicability.** This Agreement is effective upon its adoption by the respective governing bodies of both the Town and the City. The annexation of the Property shall be effective upon the issuance of the order by the Chief Administrative Law Judge. This Agreement is only meant to apply to the Property and not to any other property or area within the Town.
13. **Adopt and Enforce Regulations.** The City's zoning and subdivisions regulations shall apply to the Property annexed pursuant to this Agreement upon the effective date of the Chief Administrative Law Judge's order approving the annexation. Until such time as the annexation is effective, the Property shall remain subject to the Town's ordinances and regulations.
14. **Authorization.** The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Agreement into effect.
15. **Governing Law.** This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.

[signature pages to follow]

Adopted by affirmative vote of the New Market Town Board this ____ day of _____,
2019.

NEW MARKET TOWNSHIP

By: _____
_____, Town Board Chair

Attest: _____
_____, Town Board Clerk

Adopted by affirmative vote of the City Council of the City of Elko New Market, this ____ day of _____, 2019.

CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Its Mayor

And: _____
Thomas Terry, Its Acting City Clerk

EXHIBIT A
Legal Description of Orderly Annexation Area

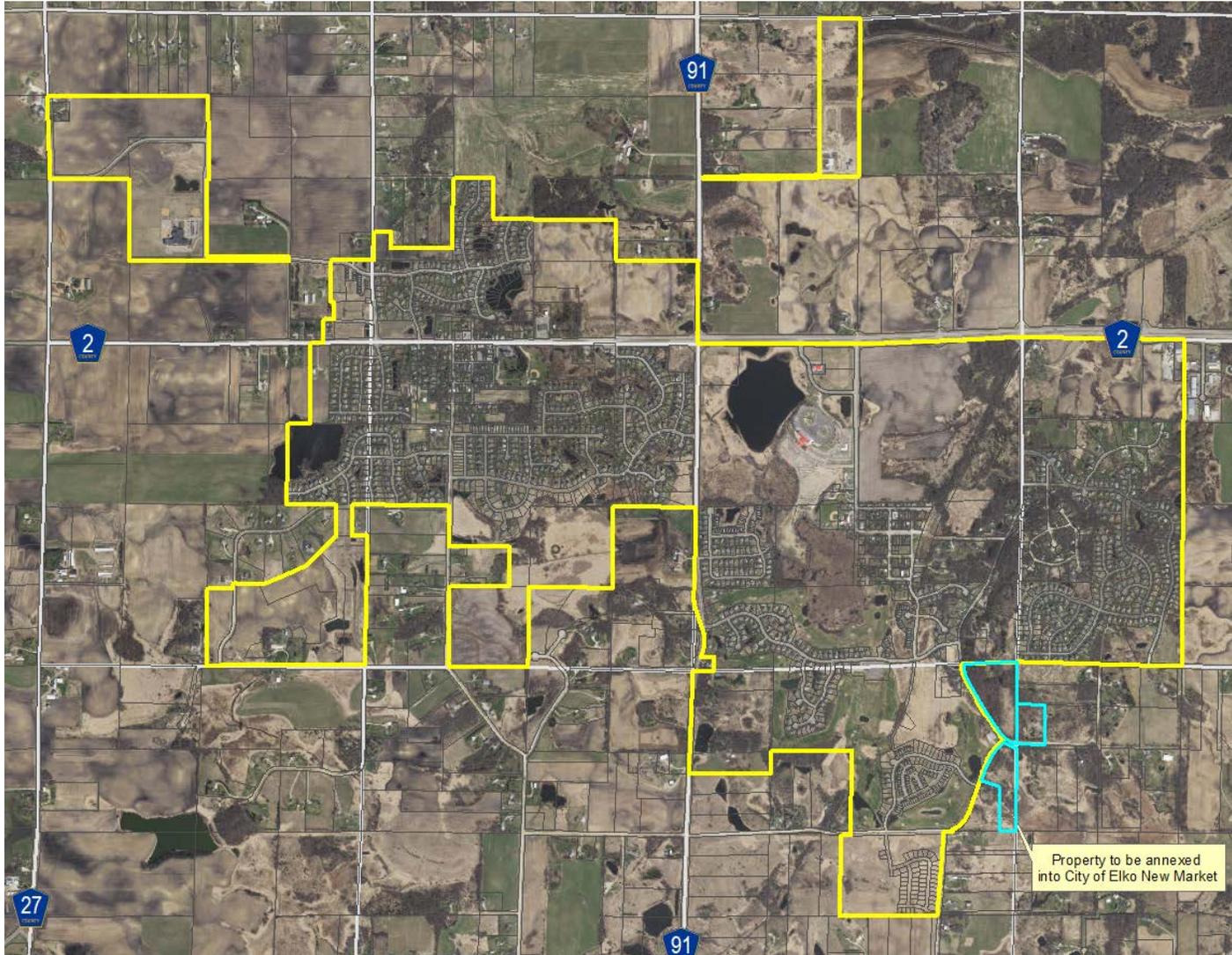
The West 453.00 feet of the South Half of the Northwest Quarter of the Northwest Quarter, Section 35, Township 113, Range 21, Scott County, Minnesota;

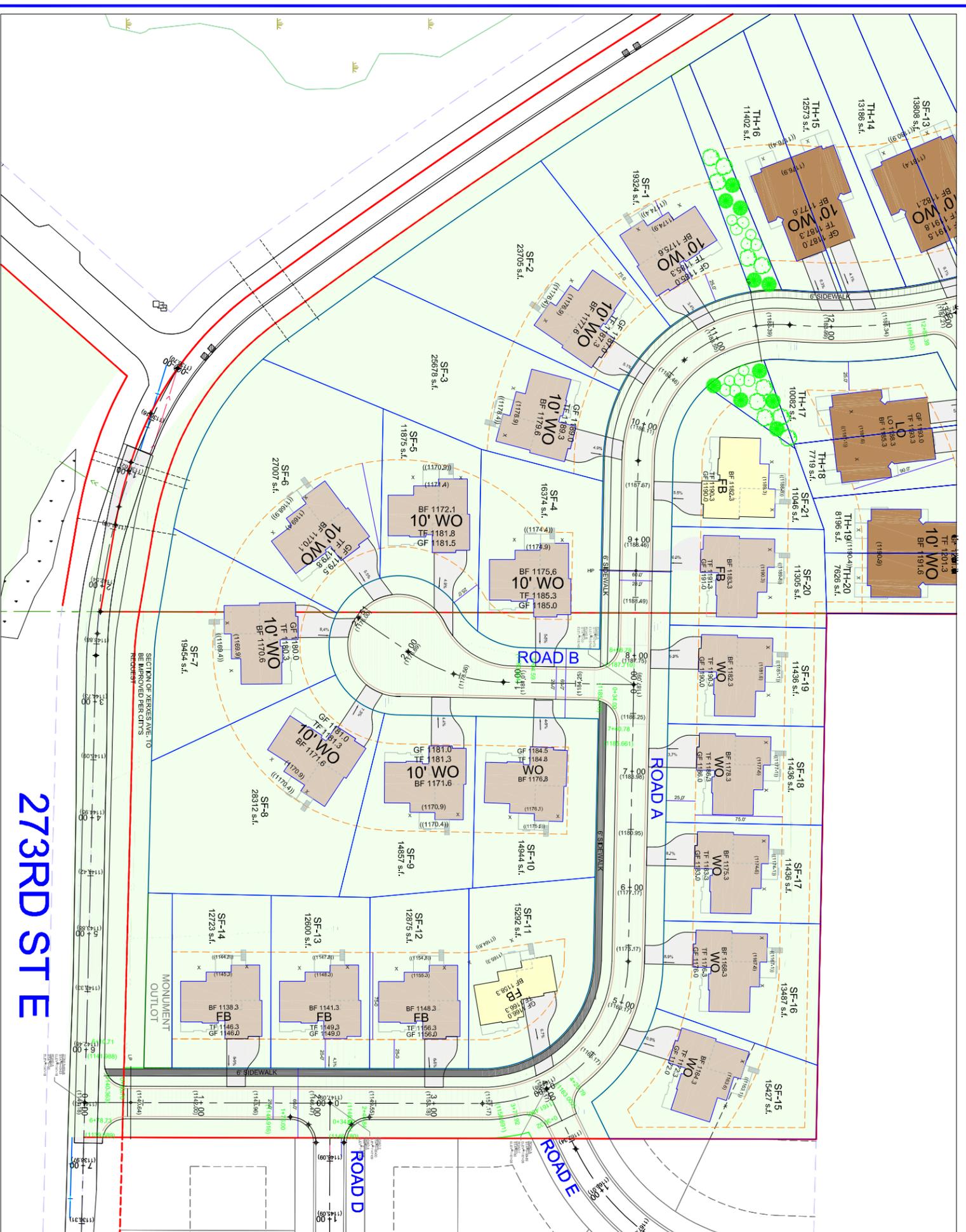
AND

That part of the East Half of the Northeast Quarter, Section 34, Township 113, Range 21, Scott County, Minnesota, lying Easterly of the center lines of Xerxes Avenue and Beard Avenue, except that part of the said East Half of the Northeast Quarter described as follows:

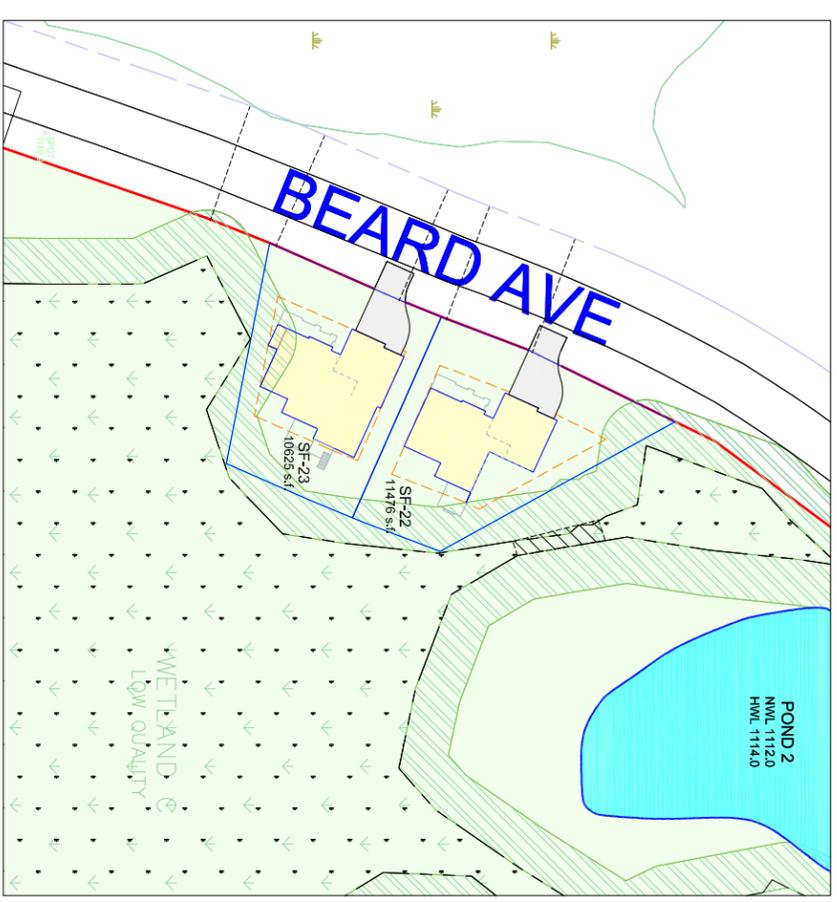
Commencing at the Southeast corner of said East Half of the Northeast Quarter thence South 89 degrees 00 minutes 40 seconds West (assumed bearing) along the South line of said East Half of the Northeast Quarter a distance of 271.17 feet to the point of beginning of the land to be described; thence continuing South 89 degrees 00 minutes 40 seconds West along said South line a distance of 750.00 feet; thence North 19 degrees 08 minutes 41 seconds West a distance of 33.00 feet; thence Northeasterly 369.86 feet along a nontangential curve concave to the Northwest, having a radius of 408.28 feet, central angle of 51 degrees 54 minutes 17 seconds and a chord that bears North 44 degrees 54 minutes 09 seconds East; thence North 18 degrees 57 minutes 02 seconds East, tangent to said curve a distance of 583.23 East; thence South 71 degrees 21 minutes 43 seconds East a distance of 336.71 feet; thence on a bearing of South parallel with the East line of said East Half of the Northeast Quarter a distance of 715.35 feet to the point of beginning, Scott County, Minnesota.

EXHIBIT B
Map of the Property



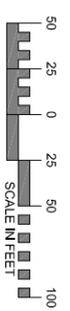


273RD STE



23 TWINS, 23 SINGLE FAMILY LOTS			
TWIN HOMES:	SIZE:	FRONT:	REAR:
MIN. 10' WIDE	85' AVERAGE	25'	10' EACH
MIN. 10' WIDE	MIN. 25' WIDE	30' AT ROW	30'
SINGLE FAMILY:	SIZE:	FRONT:	REAR:
MIN. LOT AREA 10,000 SQ. FT.	52' AVERAGE	25'	10' EACH
	FRONT SETBACKS	30' AT ROW	30'

NOTE: YELLOW LOTS ARE TO BE MOVED TO 10'.



PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104	DEVELOPER JOHN WICHMANN 7811 GREAT PLAINS BLVD CHANHAMASSEN, MN 55317 CONTACT: JOHN WICHMANN PHONE: (952) 253-5600 EMAIL: john@jwsold.com

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SHEETS				
DRAWN BY				
DLS				
CHECKED BY				
DLS				
DATE				
04/23/2019				

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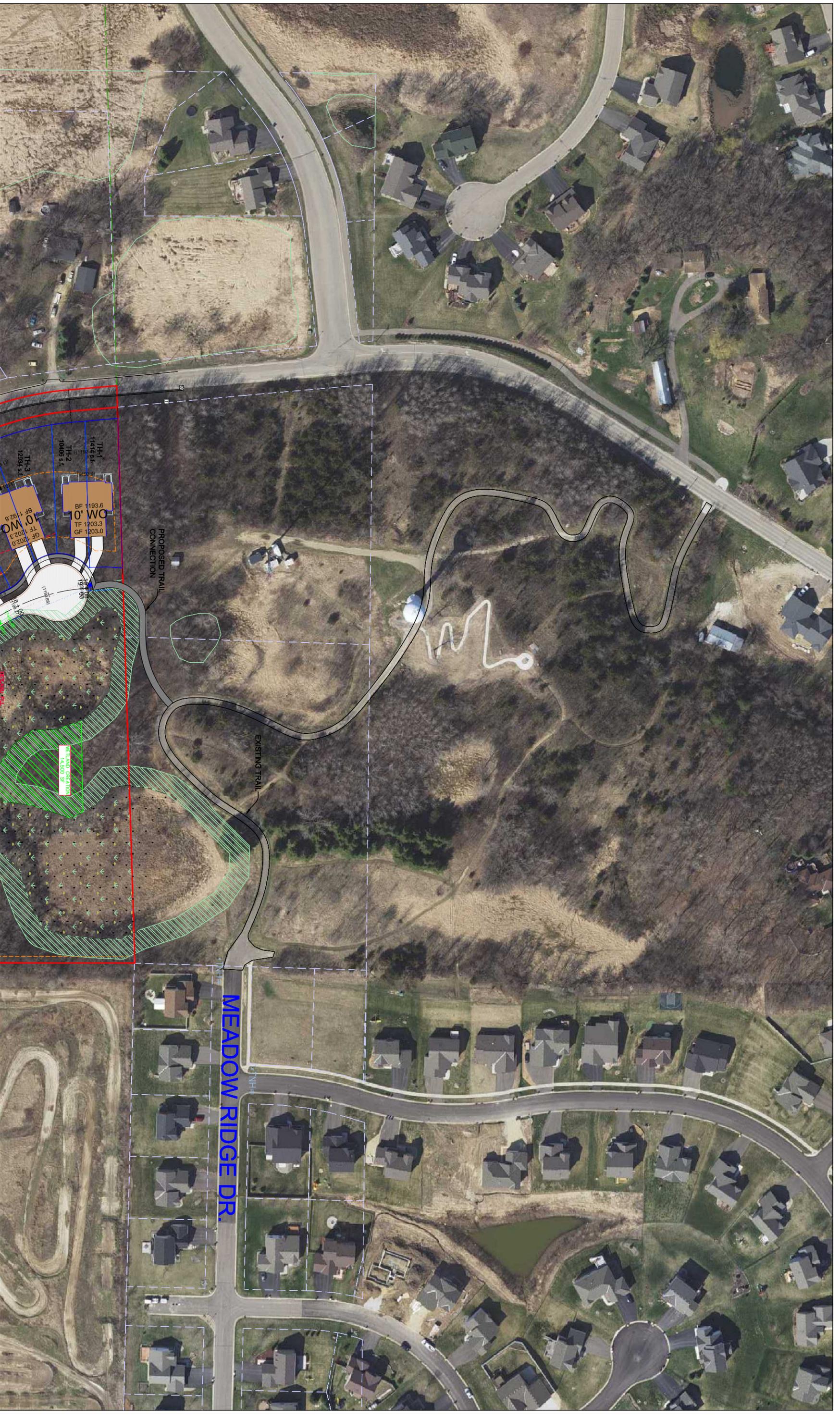
HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel L. Schmidt
 Daniel L. Schmidt P.E.
 Date: 04/23/2019 L.C. No. 26147

ENGINEERS SURVEYORS PLANNERS

SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY WAYZATA, MN 55391 (952) 476-6000

CITY PROJECT NO.	FILE NO.
ELKO, MINNESOTA	1920-017
ELKO 34, LLC	3
	6



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DRAWN BY				
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Daniel L. Schmitt
 Daniel L. Schmitt, P.E.
 Date: 04/23/2019
 L.C. No. 28147

SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY WAYZATA, MN, 55391 (952) 476-0000

CITY PROJECT NO.		TRAIL SKETCH	FILE NO.
		ELKO, MINNESOTA	1920-017
		ELKO 34, LLC	4
			6

PROPOSED TRAIL CONNECTION

WETLAND A
Medium Quality

WETLAND CREATION
14,500 SF

WETLAND FILL
2,700 SF

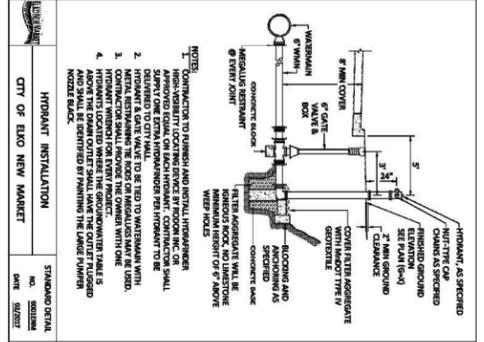
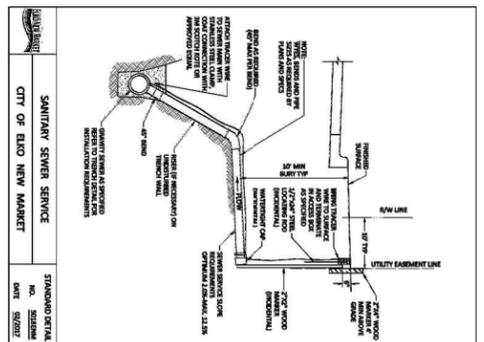
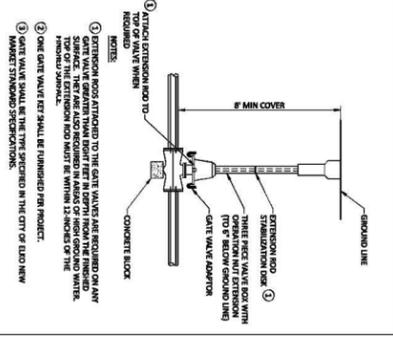
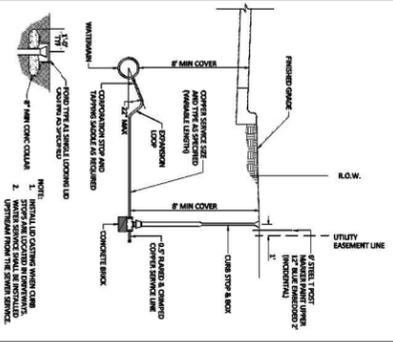
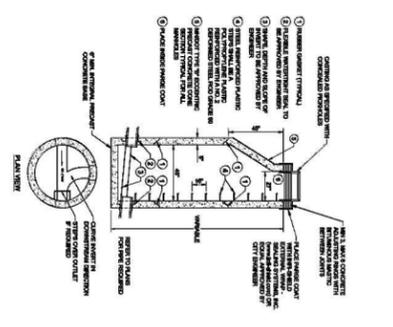
POND 143
HWL 1188.0
HWL 40 1914.0

XERXES AVE

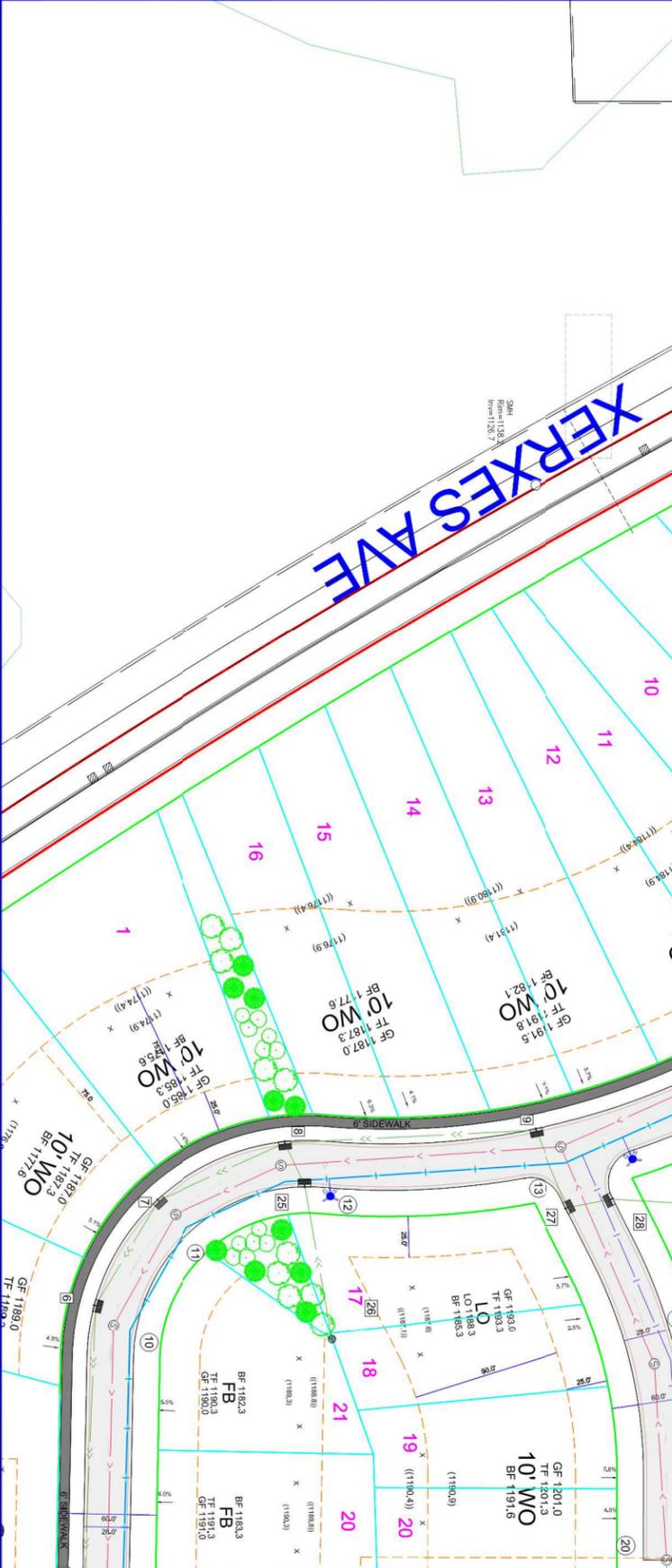
ROAD C

ROAD A

UTILITY PLAN



- SANITARY SEWER AND WATERMAIN NOTES**
- REFER TO DETAIL SHEETS TO SEE STRUCTURE DETAILS.
 - AFTER INSTALLATION, SHIELDS ARE EXCAVATED DO NOT DRIVE ON OR STORE MATERIALS IN THAT AREA WHEN APPLICABLE.
 - ALL HYDRANT BENCHMARKS ARE TOP NAT OF HYDRANT.
 - WATER MAINS TO BE SUPPLIED & VERIFIED BY CONTRACTORS. WYE STATIONING IS CALCULATED FROM THE DOWN STREAM MANHOLES.
 - ALL LOCATIONS TO BE SUPPLIED & VERIFIED BY CONTRACTORS.
 - ALL HYDRANTS AND HYDRANT GATE VALVES ARE RESTRAINED AND TIED BACK TO THE WATERMAIN TEE BY MEANS OF APPROVED METALLIC UNLESS OTHERWISE NOTED.
 - ALL SERVER SERVICES (SCHEDULE 40) ARE LOCATED 3 FEET DOWNSTREAM OF WATER SERVICES IF SERVER AND WATER ARE IN THE SAME TRENCH.
 - ALL VALVES ON THE WATERMAIN FOR THIS PROJECT SHALL BE GATE VALVES. NO BUTTERFLY VALVES SHALL BE USED ON THE WATERMAIN FOR THIS PROJECT.
 - INSTALL CURRENT ENGINEERING CABLES AND SPECIFICATIONS SHALL GOVERN.
 - WRAP ALL HYDRANT BARRELS, BAG ALL HYDRANTS UNTIL THEY ARE TESTED AND PUT IN SERVICE.
 - ALL 4"-12" WATERMAIN SHALL BE PRESSURE CLASS 300 DUCTILE IRON PIPE WITH POLY WRAP.
 - RECOMMENDED SIZES SHALL BE INSTALLED IN SANITARY SERVICE CONNECTION PER CITY ENGINEER'S SPECIFICATIONS.
 - ALL WATERMAIN SHALL BE INSTALLED IN SANITARY SERVICE CONNECTION PER CITY ENGINEER'S SPECIFICATIONS.
 - THE CONTRACTOR SHALL CONTACT THE SEWER AND WATER DEPARTMENT AT LEAST 48 HOURS PRIOR TO ANY PUBLIC SEWER/WATERMAIN CONNECTION. ALL SANITARY SEWER MANHOLE ADJUSTING RINGS INSTALLATIONS SHALL HAVE POLYMER BARRIERS BY STRIKE PRODUCTS OR APPROVED EQUAL.
 - CONCRETE ADJUSTING RINGS SHALL BE USED ON ALL MANHOLES AND CATCH BASINS.



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04/23/2019				

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

David L. Schmidt P.E.
Date: 04/23/2019 Lic. No. 26147

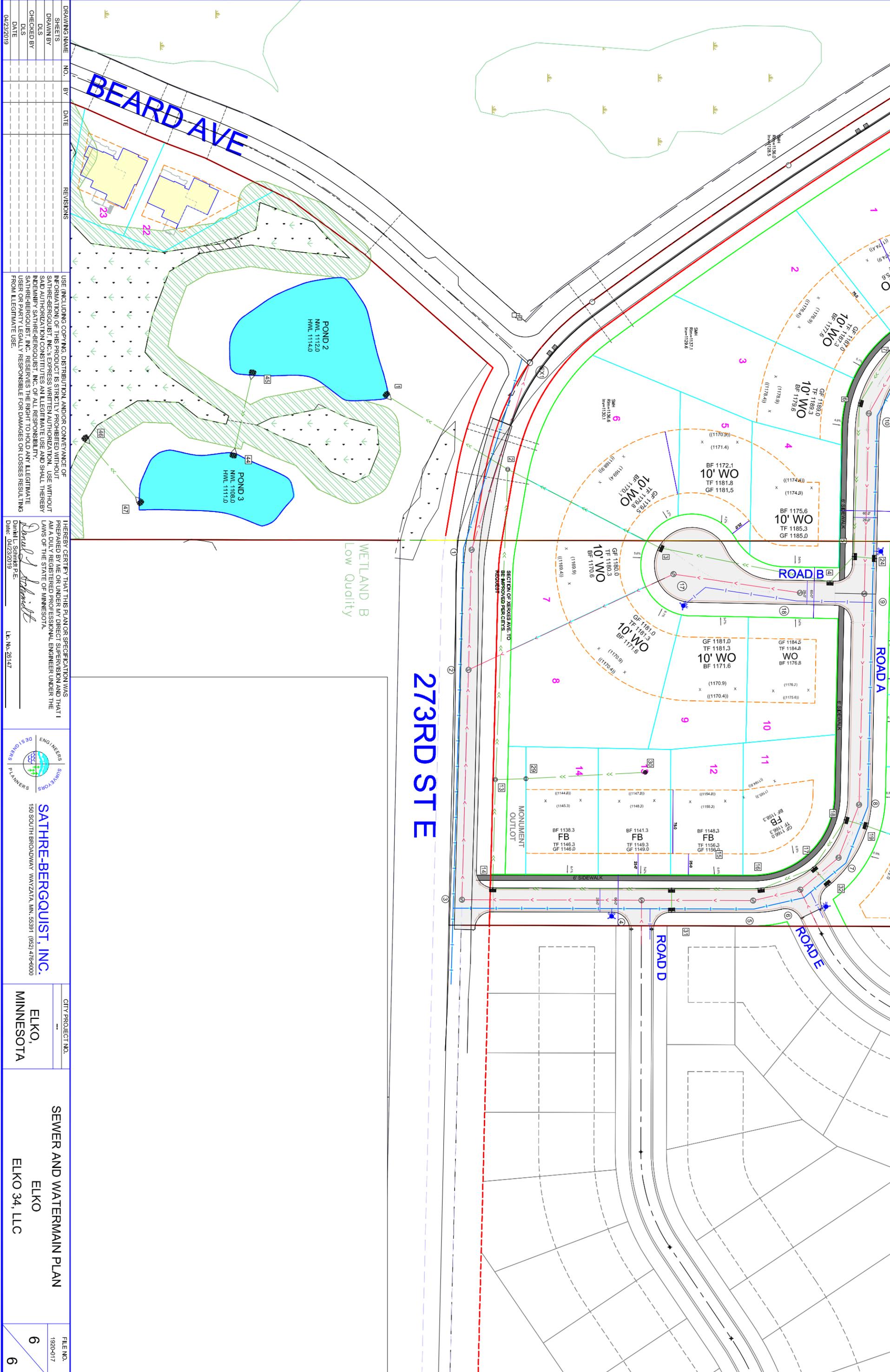
ENGINEERS SURVEYORS PLANNERS
SATHRE-BERGOUST, INC.
150 SOUTH BROADWAY WAZVATA, MN. 55991 (952) 476-6000

ELKO, MINNESOTA
ELKO 34, LLC

CITY PROJECT NO. _____

FILE NO. 1920-017

5 6

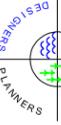


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Daniel L. Smith P.E.
 Daniel L. Smith P.E.
 Date: 04/23/2019 Lp. No. 26147


ENGINEERS
PLANNERS
SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY WAZATA, MN. 55391 (952) 476-0000

CITY PROJECT NO.	
SEWER AND WATERMAIN PLAN	
ELKO, MINNESOTA	
ELKO	
ELKO 34, LLC	
FILE NO.	1920-017
	6



STAFF MEMORANDUM

SUBJECT: Monthly Public Works Report – May 2019
MEETING DATE: June 13, 2019
PREPARED BY: Corey Schweich, Public Works Superintendent
REQUESTED ACTION: Information Only

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance “shovel ready” status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage of land acquisition opportunities
- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND:

Staff is presenting a written report for Public Works activities in May.

DISCUSSION:

- Public Works Staff has applied fertilizer to all of the parks and grounds within the City with the new utility tractor. Herbicide (weed killer) has been applied in many areas also and will be completed in early June.
- Staff installed drain tile around the old shop on Williams St, and connected it to a catch basin on the corner of St. Joseph. The drain tile will help dry up the area around the old shop. With all of the rain and snow this winter, a significant amount of water was leaking into the shop and had to be pumped out daily.
- Mowing and trimming has started for the season. As a result of the wet and saturated ground, it has been challenging to get everything mowed without getting stuck. This should not be an issue when the sun comes out more and the temperatures start to rise. Staff has started to use the new pull behind batwing mower with the utility tractor to mow the school and all of the larger park areas. The tractor mower combo has cut a significant amount of time off of the mowing. Typically it would take about 4 hours to mow the school, now it is completed in less than 2.
- Staff has started to drag and maintain the ballfields for the season, this will continue throughout the summer on a daily basis. This work is also completed with the utility tractor.
- Fall protection was the topic this month for of the regional safety group made up of Elko New Market, Lakeville, and Farmington. Staff will continue to attend monthly safety trainings through this group.
- Staff repaired a storm water structure in a pond within the Windrose development that was allowing the water level to drop lower than normal.
- Payton Hill resigned from his position as a Maintenance Worker I. Payton accepted a position as an inspector for an engineering firm. The Maintenance Worker position has been posted, and there looks to be a decent pool of candidates. Interviews will be scheduled for early June and the hope is to have the position filled as soon as possible, as this is our busy season.
- Spring street sweeping has been completed, Staff had to go out and sweep up some of the cul-de-sacs that still had snow in them later due to the late season snowfalls.
- Staff inspected all of the curbs and catch basins that are to be repaired or replaced as part of the 2019 Mill and Overlay project.
- Superintendent Schweich attended project team meetings with the architects that have been contracted to perform the design work associated with the Police Department renovation. There will be more meetings to attend in the coming months.
- Staff started to clean sanitary sewers, this work will continue on into the summer. It should be noted that the City cleans roughly 25 percent of its sanitary sewer lines every year.
- Public Works has repaired any sod damage that occurred this plow season. As much as the operators try to stay on the curb, but beyond the curb, there is always some damage.
- Staff repaired or replaced any mailboxes that were hit by snow clearing equipment this winter.
- Staff assisted with the emergency culvert replacement on Beard Ave. This ended up being a very significant project, as the culvert was roughly 17 feet deep and the road

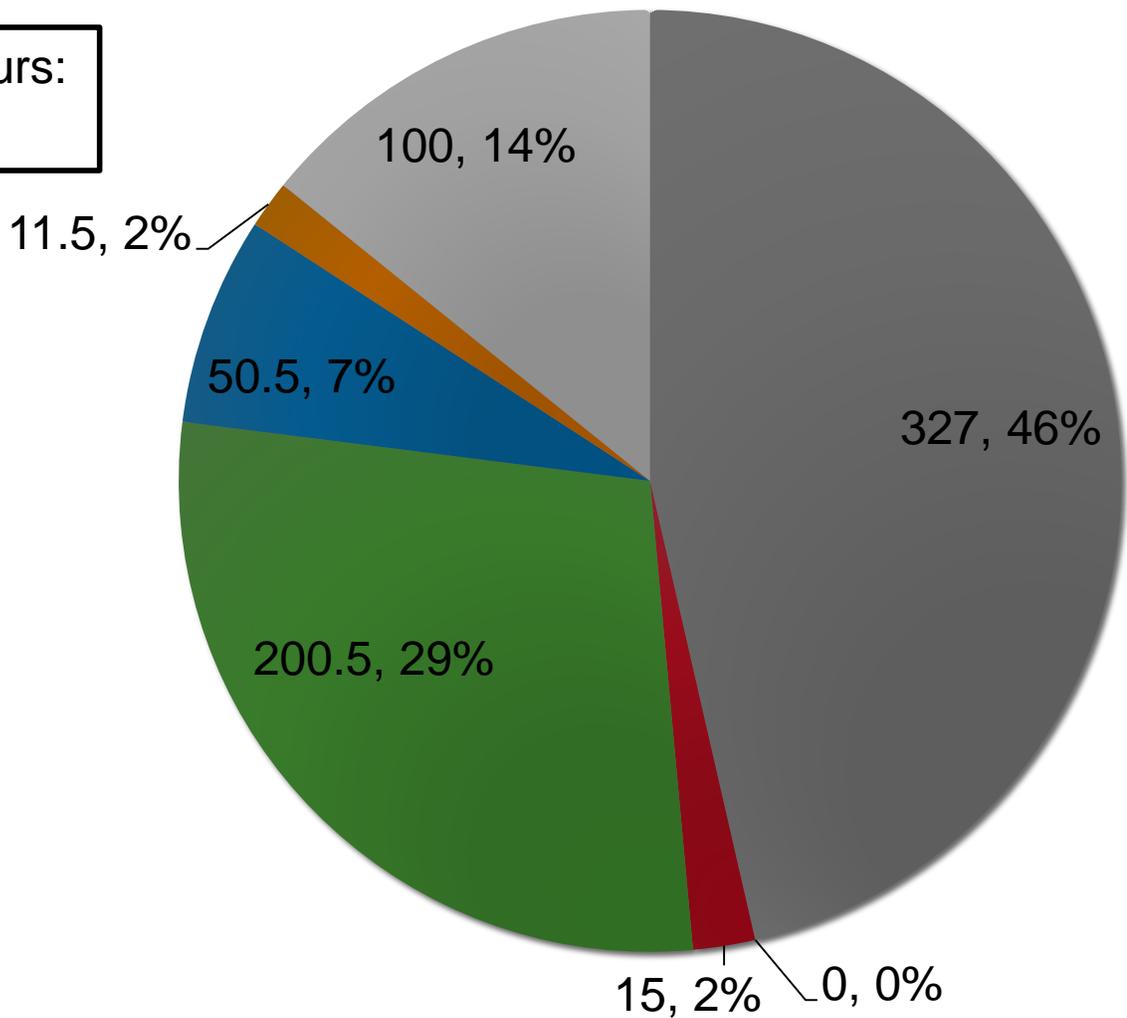
was filled with utilities. The project was completed in two days and the road was reopened. Staff will have to patch in the blacktop at a later date, it is filled with rock for now.

- As the result of a wet winter and heavy rain in May, Staff had to continue to check and clean storm structures. Many times pond inlets and outlets can get plugged up with garbage, leaves, sticks, logs, plastic bags and other debris.
- Staff removed the spring road restriction signs.
- The Department has been extremely busy dealing with various minor breakdowns within the Department's fleet. Joe, the Mechanic, continues to do an excellent job juggling projects, depending on equipment needs.

PUBLIC WORKS Combined Time By Department

May 2019

Total Hours:
704.5



- Public Works
- Buildings
- Water
- Stormwater
- Snow Plowing
- Parks & Grounds
- Sewer

PHOTO ALBUM

COREY SCHWEICH

PUBLIC WORKS SUPERINTENDENT















STAFF MEMORANDUM

SUBJECT: Monthly Police Activity- May 2019
MEETING DATE: June 13, 2019
PREPARED BY: Brady Juell, Chief of Police
REQUESTED ACTION: Information Only

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
- A comprehensive park and trails system that will have sufficient facilities, play fields and open space to meet the needs of residents
- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

5 YEAR GOALS:

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- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

- Community Involvement
- Organizational Improvement
- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND:

Staff is presenting a written report to the City Council reporting on Police Department activities for the past month.

DISCUSSION:

A new 2020 Ford Police Interceptor SUV was ordered. An expected delivery time is September. With equipment swap out and installation, we anticipate an in service date of October.

Chief Juell gave a bike safety presentation to the students of Eagle View Elementary School. This 20 minute program was about the proper use and fitment of bicycle helmets and proper use and fitment of bicycles.

At the May 22nd Council Meeting, Chief Juell introduced the newest member of the Elko New Market Police Department to the City Council. Chief Juell read a short bio about Officer Hotaling and then pinned on his badge. Steve then was sworn into service by Mayor Joe Julius. Steve's family, friends, and mentors were in the audience.

Officer Rudolph participated in two shifts of the law enforcement saturation patrol program known as TZD (Toward Zero Deaths). She worked with surrounding agencies to enforce seatbelt and texting violations. She made **27** stops, four written warnings, and citing **4** for various moving violations. Education through enforcement is the grant goal. Salaries for the officers are paid for with grant monies. Elko New Market and Prior Lake were the locations of the saturation enforcement.

Chief Juell had his first department meeting with all staff present. Chief Juell set out departmental expectations, discussed new procedures and best practices for the department's records management system, talked about the department organization, and upcoming challenges the department will face. It was a very productive meeting.

Elko New Market hosted the Scott County Chiefs of Police Association monthly meeting. This was Chief Juell's first meeting. The Chief's heard from the head of the CAP agency and learned about services offered in Scott County. Those in attendance also heard from Kimberly Hida a Washington County Sheriff's Office Crime Analyst. She outlined a new Overdose Mapping Program in the state. Sheriff Luke Hennen took the mapping program on and now Elko New Market is able to participate. Although no overdoses have been reported this year in ENM, access through the Sheriff's Department will be very useful. The Chiefs also learned about a new fraud protection city ordinance that Shakopee passed at the lead of Chief Tate. It will be an incredible tool to limit credit card and other fraud in Shakopee and hopefully the entire county. There are hopes that this ordinance will make it into state law someday.

Chief Juell attended the "Fish" meeting at the library. He was in attendance with Mayor Joe Julius to learn more about the organization. Fish is a non-profit organization that helps people in need be connected with resources to assist them in facing day to day challenges they may face.

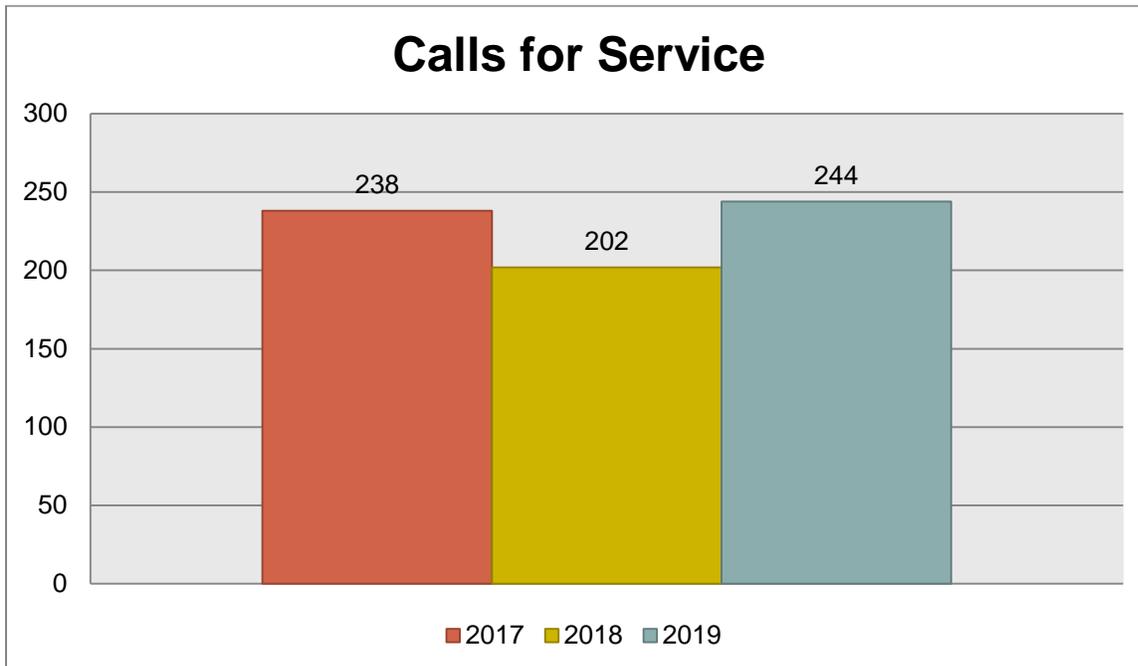
Chief Juell met with the owners of Johnson's Towing and Marek's Towing. This was an introduction meeting with both of the department's towing companies. Chief Juell and the

owner's discussed expectations between the organizations and getting prices set for their services going forward. Both organizations are performing wonderfully for the department and the customers they service in the area. Both are very reputable organizations and displayed a commitment to providing high service levels to the department and the citizens in our area.

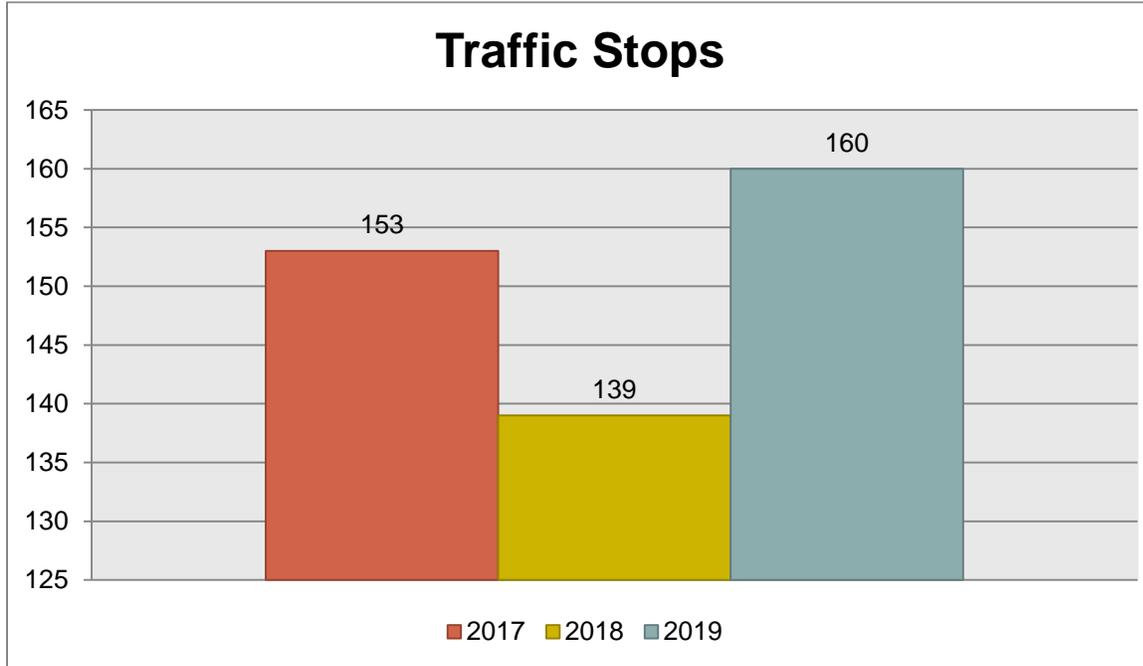
STATISTICAL INFORMATION – May 2019

0	Fire Calls
2	Property Damage
1	Motor vehicle crash
1	Noise/nuisance complaints
18	Public Assists
1	Harassment
4	Hazards
1	DWI
18	Administration (Rec Fire Permits, etc)
13	Suspicious persons/vehicles/activities
1	Theft
5	Threats
7	Medicals
3	Alarms
3	Lock outs
32	Assists to other agencies
130	Extra Patrols
4	Traffic driving complaints

Calls for Service:



Total Traffic Stops:



160 traffic stops were conducted in April 2019. **129** warnings issued and **31** citations issued for speed, expired registration, no proof of insurance/no insurance, careless driving, and driving after revocation. **0** citations issued for violation of winter parking ordinances on plowing days.

Total Incidents Handled:

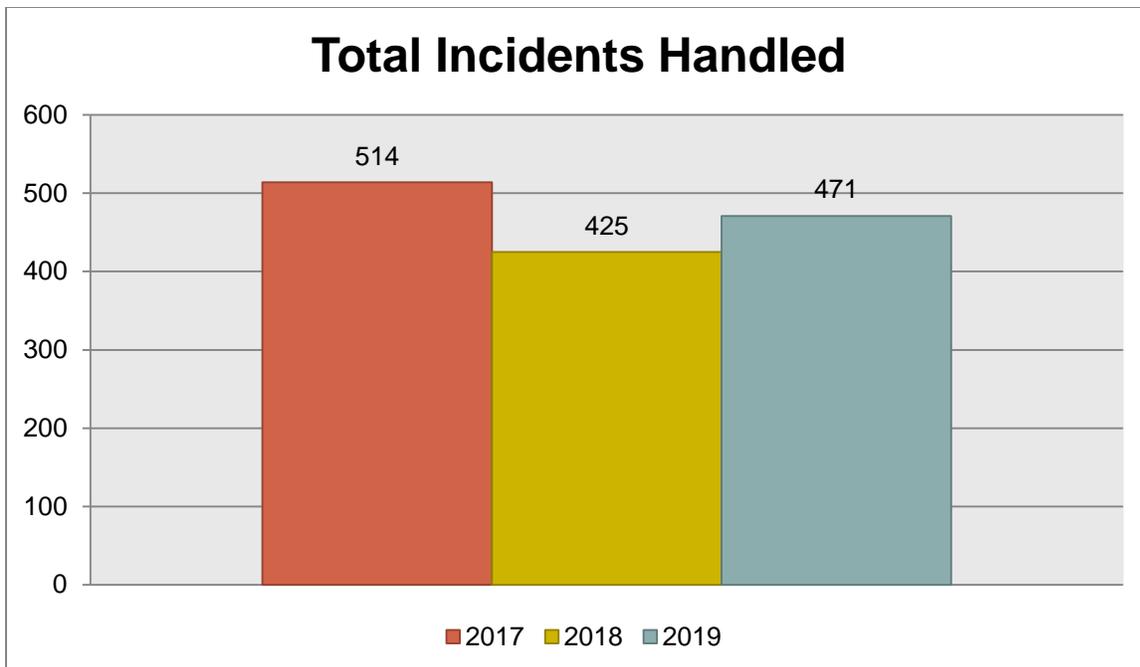


PHOTO ALBUM

BRADY JUELL, CHIEF OF POLICE
EMERGENCY MANAGEMENT DIRECTOR













Use Safety First • Own Your Behavior • Achieve Your Goals • Respond Respectfully















**COMMUNITY AND CIVIC EVENTS COMMITTEE (CCEC) MEETING
May 21, 2019 Minutes**

Meeting was called to order at 5:33 PM by Chair Mike Sutton in the ENM City Hall Council Chambers.

Members Attending: Chair Mike Sutton, Toni Maat, Terre Larsen; Lori Nelsen; and Jodi Muelken.

Others Attending: Lynda Jirak; Sandy Green; Mark Nagel (speakerphone)

Absent: Janelle Kirsch; Amanda Cambronne; Leander Wagner, and Dawn Seepersaud

There were no changes to the proposed Agenda.

MOTION by Mike Sutton, second by Jodi Muelken, to approve the May 21, 2019 Agenda. **APIF, MOTION CARRIED**

MOTION by Terre Larsen, second by Mike Sutton, to approve the Minutes of the March 19, 2019 Meeting. **APIF, MOTION CARRIED**

Mark Nagel updated the Committee on fundraising noting that he had met with Robin Anderson of the Elko Speedway on sponsorship of the CCEC's slate of events for 2019. He said that he hoped to have a response by the June meeting on their contribution. Once he knew the amount of the donation, then he would contact other possible contributors. No further action was taken on this item by the Committee.

Mark Nagel said that it was another successful Egg Hunt! He said that there were 141 pre-registrations and another 79 signed up at the event for a total of 220 kids. He called Committee's attention to a chart of attendance figures since 2012 noting that this year was slightly higher than some years, but it would be a good number to plan for in 2020. Committee members then discussed possible improvements for 2020, such as moving the entrance to the front of Eagle View rather than the side entrance; a better way to handle the distribution of the prizes; and a more organized start for the hunt itself. All in all, the Commissioners thought that the Egg Hunt was a success! No further action was taken on this item by the Committee.

The upcoming Fire Rescue Days plans for Thursday, Friday, Saturday, and Sunday, June 27th to June 30th was discussed by the Committee with the attached assignments of tasks/duties, as of 5-21-19, made by the Committee the result of the discussion. Mark Nagel said that members should send Lynda Jirak an email as they complete their tasks, so that the overall outline could be updated at the next CCEC meeting.

Mark Nagel said that he would like to schedule the next meeting of the CCEC for Tuesday, June 11, 2019 at 5:30 PM at ENM City Hall, which is a week earlier than usual, in order to plan for the Fire Rescue Says events on a timely basis. **MOTION** by Mike Sutton, seconded by Jodi Muelken, the Committee to holding the June meeting of the CCEC on Tuesday, Tuesday June 11th at 5:30 PM at ENM City Hall. **APIF, MOTION CARRIED**

MOTION by Jodi Muelken, second by Toni Maat to adjourn the meeting at 7:17 PM.
APIF, MOTION CARRIED

Respectfully submitted,

Mark Nagel, Assistant City Administrator.

Draft