

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, DECEMBER 5, 2019**

**BUSINESS MEETING
7:00 PM**

1. Call to Order

2. Pledge of Allegiance

3. Oath of Office

- a. Oath of Office - Councilmember Novak

4. Adopt/Approve Agenda

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

- a. Truth In Taxation Presentation

6. 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.

7. 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 November 21, 2019 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Approve 2020 Salary Schedules and COLA Adjustment for Non-Union Employees
- d. Approve Pay Estimate No. 2 - 2019 Streets Rehabilitation
- e. Approve Encroachment Agreement – Sonterre
- f. Approve Professional Services Agreement for Asbestos and Regulated Hazardous Materials Survey and Demolition Management for 448 Main Street

8. Public Hearings

9. General Business

- a. Annual Premises Gambling Permits
 - i. Resolution 19-93 Approving Annual Premises Gambling Permit for Elko New Market Fire Relief Association to sell Pull Tabs at Captain Black's Bar & Grill, The Doublewide, Firehouse Grille and Leo's Bar
 - ii. Resolution 19-94 Approving Annual Premises Gambling Permit for Elko Baseball Club to sell Pull Tabs at The End Zone and Bullseye Saloon
- b. Outdoor Concert and Event – Chamber of Commerce Christmas Tree Lighting

10. Reports

- a. Administration
- b. Public Works
- c. Police Department
- d. Fire Department
- e. Engineering
- f. Community Development
 - i. Community Development Updates
 - ii. Draft Planning Commission Minutes of the October 29, 2019 Meeting
 - iii. Draft Planning Commission Minutes of the November 26, 2019 Meeting
- g. Parks Department
 - i. Monthly Parks & Recreation Update – November 2019
- h. Community & Civic Events Committee (CCEC)
 - i. Draft Community & Civic Events Committee Minutes of the November 19, 2019 Meeting
- i. Other Committee and Board Reports
 - i. Scott County Association for Leadership and Efficiency (SCALE)
 - Executive Committee
 - Service Delivery Committee
 - Unified Transit Plan Steering Committee
 - ii. Minnesota Valley Transit Authority (MVTA)
 - iii. I35 Solutions Alliance
 - iv. Chamber of Commerce

11. Discussion by Council

12. Adjournment



STAFF MEMORANDUM

SUBJECT:	Oath of Office for Newly Appointed Councilmember
MEETING DATE:	December 5, 2019
PREPARED BY:	Lynda Jirak, Deputy Clerk
REQUESTED ACTION:	Oath of Office for Councilmember Novak

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
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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

With the resignation of Councilmember Jon Schwichtenberg from the City Council effective October 30, 2019, the City Council decided take applications to fill the vacancy and hold interviews with candidates.

DISCUSSION

The interviews were held during a Special City Council Meeting on November 21, 2019. Amanda Novak was unanimously chosen to fill the vacancy created by Councilmember Schwichtenberg and to complete the term ending December 31, 2020.

Amanda Novak will be sworn into office at the December 5, 2019 City Council Meeting. The Oath of Office will be administered by City Administrator/Clerk Terry.



STAFF MEMORANDUM

SUBJECT:	Truth In Taxation
MEETING DATE:	December 5, 2019
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Information Only No Action Required

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BACKGROUND:

The City is required to hold a Truth in Taxation informational meeting prior to adoption of the annual budget.

DISCUSSION:

The intent of the meeting is to provide an opportunity for citizens to become more informed and provide input on the impact of City Council decisions on their property taxes and services that will be provided by those taxes. At the meeting, the City Administrator will provide a presentation on the budget, as well as the priorities and plans set forward therein. No action is required by the City Council. However, the City Council must provide an opportunity for interested parties to ask questions. The City Council will consider adoption of the budget at the December 19th meeting.

1. CALL TO ORDER

The meeting was called to order by Mayor Julius at 7:00 p.m.

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

Members Absent: None

Also Present: City Administrator Terry, Police Chief Juell, City Attorney Poehler,

Community Development Specialist Christianson, Public Works Superintendent

Schwiech 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 Timmerman, second by Councilmember Berg to approve the revised agenda as amended.

Add 8a – Adopt Resolution No. 19-91 Declaring Vacancy and Appointment of Councilmember.

APIF, MOTION CARRIED

4. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

Relief Donation of Grass Trucks

The City Council recognized the Elko New Market Fire Relief Association for the generous donation of the funds used to purchase the new Grass Trucks.

5. PUBLIC COMMENT

Mr. Tim Sadusky representing Elko New Market Chamber of Commerce gave the Council a brief summary of upcoming Chamber activities including:

- Interviewing for Event Coordinator Position
- Annual Scholarship Award
- Annual dinner meeting at Firehouse, theme was a Mystery Dinner
- Recognized supporting members that have celebrated 5 years with the Chamber
- Getting ready for the annual Christmas Tree Lighting Ceremony
- Golf tournament this summer generated funds donated to Fire Relief

Mr. Sadusky personally thanked the CCEC for sending out letters to local business to including them in on the City Halloween event.

6. CONSENT AGENDA

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

- a. Approve October 24, 2019 Minutes of the City Council Meeting
- b. Approve November 4, 2019 Minutes of Special Meeting of the City Council
- c. Approve Payment of Claims and Electronic Transfer of Funds
- d. Adopt Resolution 19-84 Designating 2020 Polling Places
- e. Dakota Acres 2nd Addition
 - i. Approve Resolution No. 19-86 Granting Approval of Variance #V1-2019 from the Requirement that Buildings in the R-4 Zoning District Must be Setback 15' from Private Parking Areas
 - ii. Approve Resolution No. 19-87 Granting Approval of Conditional Use Permit #C1-2019 to Allow Additional Building Height and an Additional Curb Cut Access
 - iii. Approve Resolution No. 19-88 Granting Approval of the Preliminary and Final Plat for Dakota Acres 2nd Addition and Approval of Development Contract
- f. Adopt Resolution 19-89 Authorizing Execution of First Amendment To Labor Agreement Between The City Of Elko New Market And International Union Of Operating Engineers, Local No. 49, AFL-CIO
- g. Woodcrest 2019 Sewer Improvement Agreement - Dunham
 - i. Adopt Resolution 19-90 Approving And Adopting Special Assessments
- h. Approve 2020 Elko New Market Employee Benefits Renewal Plan

APIO, MOTION CARRIED

Community Development Specialist Christianson wanted to acknowledge Mr. Beau Gensmer, representing the Dakota Acres 2nd Addition.

7. PUBLIC HEARINGS

City Engineer Revering reviewed with the City Council an update on the 2019 Street Rehabilitation Assessments. Included in the update were Special Assessment Project Process, How Asphalt Streets Work and The Mill and Overlay details. The proposed Special Assessment of \$1067.01 was lower than the estimate of \$1115.68 presented at the Improvement Hearing. The City Council held a Public Hearing on the proposed Assessment Project.

Mayor Julius opened the Public Hearing at 7:26 p.m.

Steve Behnken, 9376 Glenborough Drive, asked the City Council why he was being assessed twice. City Engineer Revering explained the Assessment process which includes an Improvement Hearing and an Assessment Hearing. Under State Statute notices have to be sent for these hearings and that Mr. Behnken was not assessed twice, but received notices for each of the required hearings.

An email from Pat Morgan and her husband who reside at 9390 Glenborough Drive, who were unable to make the meeting, was read by City Administrator Terry. Ms. Morgan stated in the email that upon moving into their house two years ago, they were advised by their realtor they would not be responsible for any more taxes, they are retired and live on a fixed income.

MOTION by Councilmember Berg, second by Councilmember Seepersaud to close public hearing.

APIF, MOTION CARRIED.

Mayor Julius closed the Public Hearing at 7:33 p.m.

MOTION by Councilmember Berg, second by Councilmember Timmerman to approve Resolution 19-85 adopting the special assessments for 2019 Street Rehabilitation as recommended by Rich Revering.

The Special Assessment of \$1067.01 per unit was lower than the assessment proposed in Council meeting materials.

8. GENERAL BUSINESS

Consideration of Resolution 19-91, Declare Vacancy and Appoint to City Council

The City Council held a discussion on the four applicants interviewed at the Special City Council Meeting for the vacant position on the City Council. After the discussion, the Council decided to appoint Amanda Novak to the vacant position on the Council.

MOTION by Councilmember Timmerman, second by Councilmember Seepersaud to adopt Resolution 19-91 declaring a vacancy on the Elko New Market City Council and Appointing Amanda Novak to this position effective December 5, 2019.

APIF, MOTION CARRIED.

City Administrator Terry addressed the candidates and encouraged them to apply for future positions with the City and stay engaged with staff.

9. REPORTS

a. Administration

b. Public Works

None

c. Police Department

Police Chief Juell updated Council on the following:

- Established a lunch with the Chief program at Eagle View Elementary School as a reward as part of the SOAR program.
- Chief Juell was asked to apply for a position on the Southern Valley Alliance for Battered Woman Board of Directors in which the first meeting will be December 2 and will find out if he was elected at this meeting
- Planning has started on the addition for Police Department project
- Melissa Wirtz has decided to take the part-time Police Officer position
- The City is taking applications for a full-time Police Officer position at this time.

d. Fire Department

None

e. Engineering

City Engineer Revering updated Council that all four petitioners for sewer in Woodcrest neighborhood are hooked up.

f. Community Development

Community Development Specialist Christianson updated Council on the following:

- Christmas Pines was paved and developers are done with construction for winter and a building permit application was received for the development with intentions for a spring parade model.
- Boulder Heights was paved as well and City will not be snowplowing those streets this winter as Developer is not intending on building any houses in the development over the winter at this time
- Dakota Acres first addition has been filed. Townhouse building is under construction.
- Pete's Hill has ceased construction for the remainder of the winter.
- The next Planning Commission meeting is on Tuesday, November 26, 2019.
- City Engineer Revering addressed mess left on 273rd after some erosion control work. Contractor has been made aware of this situation.

g. Parks Department

None

h. Community & Civic Events Committee (CCEC)

Councilmember Seepersaud updated Council on last meeting which recapped Halloween Party and suggestions for changes for next year's party.

i. Other Committee and Board Reports

i. Scott County Association for Leadership and Efficiency (SCALE)

City Administrator Terry attended the meeting and highlights were:

- Data Analyst gave 1st quarter report to Service Delivery Committee on initial work with law enforcement.
- Staffing was addressed.
- Mutual aid along with local law enforcement.
- Fire service and meeting needs such as staffing and number of stations.

ii. Minnesota Valley Transit Authority (MVTA)

None

iii. I35 Solutions Alliance

None

iv. Chamber of Commerce

None

10. DISCUSSION BY COUNCIL

None

11. ADJOURNMENT

MOTION by Councilmember Berg, second by Councilmember Timmerman to adjourn the meeting at 7:47 p.m.

APIOF, MOTION CARRIED

Respectfully submitted by:

Lynda Jirak, Deputy Clerk



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	December 5, 2019
PREPARED BY:	Stephanie Fredrickson, Administrative Assistant
REQUESTED ACTION:	Approve Payment of Current Claims

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- Performance Measurement
- Professionalism

BACKGROUND

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

A detail listing of work performed is being provided below for invoices by Consultants of City of Elko New Market. The invoices below are included for payment on the attached Check Summary Register.

Bolton & Menk	<u>Amount</u>
• Roundabout:	\$31,414.00
• Standby Generation:	\$808.30
• Total	\$32,222.30

BUDGET IMPACT:

Budgeted

Attachments:

- Check Summary Register

Check Summary Register©*December 5, 2019**

Name	Check Date	Check Amt	
AUTOPAYS			
Paid Chk# 006413EPERA	11/20/2019	\$9,598.80	Payroll Liability
Paid Chk# 006414EMN DEPT OF REVENUE	11/20/2019	\$2,149.45	Payroll Liability
Paid Chk# 006415EINTERNAL REVENUE SERVICE	11/20/2019	\$10,427.90	Payroll Liability
Paid Chk# 006416EHEALTH EQUITY, INC.	11/20/2019	\$731.92	HSA EE Contribution
Paid Chk# 006417EHEALTH EQUITY, INC.	11/20/2019	\$44.25	Payroll HSA Fees
Paid Chk# 006418ENEW MARKET BANK	9/30/2019	\$34.00	Sep Bank Fees
Paid Chk# 006419ENORTHERN TOOL & EQUIPMENT	9/20/2019	\$126.38	Fleet
Paid Chk# 006420EPERA	11/27/2019	\$9,631.07	Payroll Liability
Paid Chk# 006421EMN DEPT OF REVENUE	11/27/2019	\$2,142.26	Payroll Liability
Paid Chk# 006422EINTERNAL REVENUE SERVICE	11/27/2019	\$10,873.49	Payroll Liability
Paid Chk# 006423EHEALTH EQUITY, INC.	11/27/2019	\$731.92	HSA- Craig Bell
Paid Chk# 006424EMN VALLEY ELECTRIC COMPANY	11/22/2019	\$137.00	268X Xerxes Water Tower, Elko
Paid Chk# 006425EXCEL ENERGY	12/3/2019	\$385.29	Streetlights
Paid Chk# 006426EXCEL ENERGY	12/4/2019	\$4,396.18	601 Main Street
Paid Chk# 006427EMINNESOTA ENERGY RESOURCES	12/13/2019	\$181.28	26518 France Avenue
Paid Chk# 006428EMINNESOTA ENERGY RESOURCES	12/13/2019	\$39.01	26518 France Avenue
Paid Chk# 006429EMN VALLEY ELECTRIC COMPANY	12/9/2019	\$10.74	City of Elko Park, Elko
Paid Chk# 006430EMINNESOTA ENERGY RESOURCES	12/13/2019	\$410.11	PW Facility - Gas Utilities
Paid Chk# 006431EMINNESOTA ENERGY RESOURCES	12/12/2019	\$708.24	25499 Natchez Ave - WTP
Paid Chk# 006432EXCEL ENERGY	12/24/2019	\$2,171.16	25499 Natchez Ave - Water Trea
Paid Chk# 006433EMN VALLEY ELECTRIC COMPANY	12/22/2019	\$1,436.02	Streetlights, Elko
Paid Chk# 006434EMN VALLEY ELECTRIC COMPANY	12/9/2019	\$71.83	Glenborough Dr & Chowen
Paid Chk# 006435EMN VALLEY ELECTRIC COMPANY	12/22/2019	\$46.40	27059 Beard Ave Lift Pump
Paid Chk# 006436EMINNESOTA ENERGY RESOURCES	12/17/2019	\$20.84	408 Carter Street
Paid Chk# 006437EMINNESOTA ENERGY RESOURCES	12/17/2019	\$19.33	359 James Parkway
Paid Chk# 006438EMINNESOTA ENERGY RESOURCES	12/17/2019	\$148.89	110 J Roberts Way – Library
TOTAL		\$56,673.76	
PREPAIDS			
Paid Chk# 040392 UNITED STATES POSTAL SERVICE	11/15/2019	\$298.76	Postage - October 2019 Utility
Paid Chk# 040393 PAYROLL	11/28/2019	\$69.26	
Paid Chk# 040394 PAYROLL	11/28/2019	\$429.25	
Paid Chk# 040395 PAYROLL	11/28/2019	\$46.17	
Paid Chk# 040396 PAYROLL	11/28/2019	\$46.17	
Paid Chk# 040397 PAYROLL	11/28/2019	\$69.26	
TOTAL		\$958.87	
CHECK REGISTER			
Paid Chk# 040398 ACE HARDWARE & PAINT	12/5/2019	\$80.84	PW - Small Tools
Paid Chk# 040399 AIRGAS USA, LLC	12/5/2019	\$191.40	FD - Oxygen
Paid Chk# 040400 ALG ENTERPRISES LLC.	12/5/2019	\$10,000.00	Escrow Refund - Christmas Pine
Paid Chk# 040401 ANCHOR SOLAR INVESTMENTS, LLC.	12/5/2019	\$633.27	Solar Panel Lease Pmt
Paid Chk# 040402 ANCOM COMMUNICATIONS, INC.	12/5/2019	\$512.50	PW - Operating Supplies
Paid Chk# 040403 APPLE FORD LINCOLN	12/5/2019	\$38.49	FD - Fleet
Paid Chk# 040404 ASTECH ASPHALT SURFACE TECH	12/5/2019	\$12,474.40	PW - Streets/2019 Crackseal
Paid Chk# 040405 BOLTON & MENK	12/5/2019	\$32,222.30	T43.115114 - CSAH 2 and 91 Rou
Paid Chk# 040406 CANON FINANCIAL SERVICES, INC.	12/5/2019	\$34.40	PD Copier Monthly Fee
Paid Chk# 040407 RENEE CHRISTIANSON	12/5/2019	\$1,043.69	Mileage Expenses 2019
Paid Chk# 040408 CINTAS CORPORATION NO. 2	12/5/2019	\$65.24	PW UNIFORMS
Paid Chk# 040409 COMMERCIAL ASPHALT COMPANY	12/5/2019	\$121.64	PW - Streets
Paid Chk# 040410 FARMERS MILL & ELEVATOR, INC.	12/5/2019	\$217.40	PW - Sewer Repairs
Paid Chk# 040411 FASTENAL COMPANY	12/5/2019	\$339.17	PW - Operating Supplies
Paid Chk# 040412 FISH ROCK COUNTRY MARKET	12/5/2019	\$32.06	PW - Operating Supplies
Paid Chk# 040413 FLEET SERVICES &	12/5/2019	\$228.76	PW - Fleet Maint & Equip
Paid Chk# 040414 FLEETPRIDE	12/5/2019	\$60.00	PW - Fleet Maint & Equip
Paid Chk# 040415 FRIEDGES LANDSCAPING	12/5/2019	\$294.00	PW - Sewer Repairs
Paid Chk# 040416 GALLS, LLC	12/5/2019	\$40.11	Class A Nametags
Paid Chk# 040417 GREAT LAKES MANAGEMENT	12/5/2019	\$225.00	Library - Quarterly Mgmt Fee Q
Paid Chk# 040418 INDELCO PLASTICS CORPORATION	12/5/2019	\$1,719.68	PW - Large Tools
Paid Chk# 040419 INNOVATIVE OFFICE SOLUTIONS LL	12/5/2019	\$339.74	Operating Supplies
Paid Chk# 040420 INTERSTATE POWER SYSTEMS, INC.	12/5/2019	\$1,019.00	PW - Sewer Repairs
Paid Chk# 040421 JEFFERSON FIRE & SAFETY, INC.	12/5/2019	\$2,704.76	FD - Hose Reels/Grass Rigs
Paid Chk# 040422 KELLEY FUELS, INC.	12/5/2019	\$1,481.60	PW - Fuel
Paid Chk# 040423 KREMER SERVICES, LLC	12/5/2019	\$1,977.57	FD - Fleet
Paid Chk# 040424 LAKEVILLE SANITARY, INC.	12/5/2019	\$380.12	11039 - 25499 Natchez Ave
Paid Chk# 040425 LEO A DALY	12/5/2019	\$2,402.73	ELNM Police Station PreDesign/

Check Summary Register©*December 5, 2019**

	Name	Check Date	Check Amt	
Paid Chk#	040426 JOHN MACHABY	12/5/2019	\$18.19	Power Cords/Reimbursement
Paid Chk#	040427 MENARDS - DUNDAS	12/5/2019	\$140.60	Building Maint
Paid Chk#	040428 MENARDS - BURNSVILLE	12/5/2019	\$432.87	PW - Small Tools
Paid Chk#	040429 MN CRITTER GETTERS, INC.	12/5/2019	\$1,148.00	Monthly Animal Control
Paid Chk#	040430 MN DEPT OF HEALTH	12/5/2019	\$2,208.00	Comm Water Supp - Svc Conn Fee
Paid Chk#	040431 MUNICIPAL INSPECTIONS, INC.	12/5/2019	\$10,369.06	Erosion Control Inspections
Paid Chk#	040432 MVTL LABORATORIES	12/5/2019	\$95.00	PW - Water Testing
Paid Chk#	040433 NAPA AUTO PARTS	12/5/2019	\$123.94	PW - Fleet Maint & Equip
Paid Chk#	040434 NEW PRAGUE AREA SCHOOLS	12/5/2019	\$228.00	Custodian for Halloween Party
Paid Chk#	040435 QUILL CORPORATION	12/5/2019	\$303.79	Operating Supplies
Paid Chk#	040436 SCOTT COUNTY RECORDER	12/5/2019	\$46.00	F16-19 Encroachment Recording
Paid Chk#	040437 THOMPSON, JASON	12/5/2019	\$146.16	Mileage Expenses - Sewer Schoo
Paid Chk#	040438 SPLIT ROCK MANAGEMENT INC	12/5/2019	\$845.00	POLICE STATION
Paid Chk#	040439 XEROX CORPORATION	12/5/2019	\$465.53	Copier
Paid Chk#	040440 ZIEGLER INC.	12/5/2019	\$245.49	PW - Fleet Maint & Equip
TOTAL			\$87,695.50	
<u>DIRECT DEPOSIT</u>				
Paid Chk#	502876E Bi-Weekly ACH	11/14/2019	\$35,511.66	
Paid Chk#	502910E Bi-Weekly ACH	11/28/2019	\$37,351.03	
TOTAL			\$72,862.69	



STAFF MEMORANDUM

SUBJECT:	2020 Salary Schedules and COLA Adjustment for Non-Union Employees
MEETING DATE:	December 5, 2019
PREPARED BY:	Kellie Stewart, Accountant
REQUESTED ACTION:	<ol style="list-style-type: none">1. Approve the 2020 Salary Schedule2. Approve the 2020 Salary Schedule – Seasonal Employees3. Approve hourly pay rate of \$12.53 for Firefighters, payable 20204. Approve a 3.06% COLA increase to the employer HSA contribution for eligible non-union employees.

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- Professionalism

BACKGROUND

The City Council annually adopts the Salary Schedules for Regular and Seasonal Employees, pay for Firefighters, as well as changes to the City's contribution to employee's Health Savings Accounts (HSA). The salary and HSA adjustments reflect an annual Cost of Living Adjustment (COLA) determined by the City Council. The City Council has historically applied the COLA that has been negotiated in the City's Labor Agreements to non-union employees.

DISCUSSION

City Staff has negotiated a 3.06% COLA increase for 2020 with the IUOE Local 49. The agreement has received Council approval. Staff is recommending the same COLA adjustment to the overall salary schedule and employer HSA contribution.

The 2020 Salary Schedule and Salary Schedule – Seasonal Employees presented to the City Council for consideration reflect the 3.06% COLA. The Council is also being asked to consider an hourly pay rate of \$12.53 for firefighters, which reflects the 3.06% COLA adjustment. The current hourly rate for pay for firefighters is \$12.16 per hour.

Attachment:

2020 Salary Schedule

2020 Salary Schedule – Seasonal Employees

**Salary Schedule
2020**

% Between Grades: 7.00%
 % Between Steps: 3.00% Range 22.99%

Pts	Grade	Step																
		1		2		3		4		5		6		7		8		
		Annual	Hourly															
0 -	44	1	32,859.40	15.80	33,845.18	16.27	34,860.54	16.76	35,906.35	17.26	36,983.55	17.78	38,093.06	18.31	39,235.85	18.86	40,412.92	19.43
45 -	67	2	35,159.56	16.90	36,214.35	17.41	37,300.78	17.93	38,419.81	18.47	39,572.40	19.03	40,759.56	19.60	41,982.35	20.18	43,241.82	20.79
68 -	92	3	37,620.73	18.09	38,749.35	18.63	39,911.83	19.19	41,109.19	19.76	42,342.46	20.36	43,612.74	20.97	44,921.12	21.60	46,268.76	22.24
93 -	117	4	40,254.18	19.35	41,461.80	19.93	42,705.66	20.53	43,986.83	21.15	45,306.43	21.78	46,665.63	22.44	48,065.60	23.11	49,507.57	23.80
118 -	144	5	43,071.98	20.71	44,364.14	21.33	45,695.06	21.97	47,065.91	22.63	47,644.11	22.91	49,932.23	24.01	51,430.18	24.73	52,973.10	25.47
145 -	173	6	46,087.01	22.16	47,469.63	22.82	48,893.72	23.51	50,360.52	24.21	51,871.33	24.94	53,427.48	25.69	55,030.30	26.46	56,681.21	27.25
174 -	204	7	49,313.10	23.71	50,792.50	24.42	52,316.28	25.15	53,885.76	25.91	55,502.34	26.68	57,167.40	27.48	58,882.42	28.31	60,648.90	29.16
205 -	237	8	52,765.02	25.37	54,347.97	26.13	55,978.41	26.91	57,657.76	27.72	59,387.49	28.55	61,169.12	29.41	63,004.19	30.29	64,894.32	31.20
238 -	272	9	56,458.57	27.14	58,152.33	27.96	59,896.90	28.80	61,693.81	29.66	63,544.62	30.55	65,450.96	31.47	67,414.49	32.41	69,436.92	33.38
273 -	309	10	60,410.67	29.04	62,222.99	29.91	64,089.69	30.81	66,012.37	31.74	67,992.74	32.69	70,032.52	33.67	72,133.50	34.68	74,297.51	35.72
310 -	349	11	64,639.42	31.08	66,578.60	32.01	68,575.96	32.97	70,633.23	33.96	72,752.23	34.98	74,934.81	36.03	77,182.84	37.11	79,498.33	38.22
350 -	392	12	69,164.18	33.25	71,239.11	34.25	73,376.27	35.28	75,577.56	36.34	77,844.89	37.43	80,180.24	38.55	82,585.65	39.70	85,063.21	40.90
393 -	438	13	74,005.67	35.58	76,225.84	36.65	78,512.61	37.75	80,867.99	38.88	83,294.04	40.05	85,792.85	41.25	88,366.64	42.48	91,017.64	43.76
439 -	487	14	79,186.07	38.07	81,561.65	39.21	84,008.50	40.39	86,528.75	41.60	89,124.62	42.85	91,798.35	44.13	94,552.30	45.46	97,388.87	46.82
488 -	539	15	84,729.09	40.74	87,270.96	41.96	89,889.09	43.22	92,585.76	44.51	95,363.34	45.85	98,224.24	47.22	101,170.97	48.64	104,206.10	50.10
540 -	596	16	90,660.13	43.59	93,379.93	44.89	96,181.33	46.24	99,066.76	47.63	102,038.77	49.06	105,099.94	50.53	108,252.94	52.04	111,500.52	53.61
597 -	658	17	97,006.34	46.64	99,916.53	48.04	102,914.02	49.48	106,001.44	50.96	109,181.48	52.49	112,456.93	54.07	115,830.65	55.69	119,305.56	57.36
659 -	725	18	103,796.79	49.90	106,910.68	51.40	110,118.00	52.94	113,421.55	54.53	116,824.19	56.17	120,328.92	57.85	123,938.78	59.59	127,656.95	61.37
726 -	797	19	111,062.56	53.40	114,394.44	55.00	117,826.26	56.65	121,361.05	58.35	125,001.88	60.10	128,751.94	61.90	132,614.49	63.76	136,592.93	65.67
798 -	874	20	118,836.94	57.13	122,402.05	58.85	126,074.11	60.61	129,856.33	62.43	133,752.01	64.30	136,400.57	65.58	141,897.52	68.22	146,154.44	70.27

Points	Grade	Title
118	5	Records Clerk
148	6	Administrative Assistant
193.5	7	Maintenance Worker I
195	7	Deputy Clerk
217.5	8	Maintenance Worker II
250	9	Mechanic I
250	9	Planner I
290	10	Accountant
310	11	City Clerk
310	11	Patrol Officer
368	12	Community Development Specialist
445	14	Public Works Superintendent
493	15	Assistant City Administrator
540	16	Chief of Police - Emergency Management Director
710	18	City Administrator

3.06% COLA from 2019 Pay Plan

**Seasonal Employee Salary Schedule
2020**

Pts	Grade	Step																
		1		2		3		4		5		6		7		8		
		STD	75%	STD	75%	STD	75%	STD	75%	STD	75%	STD	75%	STD	75%	STD	75%	
0 -	44	1	15.80	11.85	16.27	12.20	16.76	12.57	17.26	12.95	17.78	13.34	18.31	13.74	18.86	14.15	19.43	14.57
45 -	67	2	16.90	12.68	17.41	13.06	17.93	13.45	18.47	13.85	19.03	14.27	19.60	14.70	20.18	15.14	20.79	15.59
68 -	92	3	18.09	13.57	18.63	13.97	19.19	14.39	19.76	14.82	20.36	15.27	20.97	15.73	21.60	16.20	22.24	16.68
93 -	117	4	19.35	14.51	19.93	14.95	20.53	15.40	21.15	15.86	21.78	16.34	22.44	16.83	23.11	17.33	23.80	17.85
118 -	144	5	20.71	15.53	21.33	16.00	21.97	16.48	22.63	16.97	22.91	17.18	24.01	18.00	24.73	18.54	25.47	19.10

Points	Grade	Title
58	2	Seasonal Maintenance Worker I
138	5	Seasonal Maintenance Worker II



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

MEMORANDUM

Date: Dec. 5, 2019
To: Mayor Julius and the Elko New Market City Council
Tom Terry, City Administrator
From: Rich Revering, PE – City Engineer
Subject: Pay Estimate No. 2
2019 Streets Rehabilitation
Elko New Market
Project No.: T17.116817

BACKGROUND

The City Council is being asked to approve the attached payment request to GMH Asphalt in the amount of \$113,159.55.

DISCUSSION

The work is now substantially complete. Some minor driveway patching and corrective work remains. The value of this work is anticipated to be less than the retainage amount.

We are in a dispute with the contractor over asphalt quantities. Based on tonnage versus area paved we're finding the provided thickness exceeds the design plus allowable tolerance. We have excluded the overage from the pay request and recommend payment as shown. I estimate we're about \$15,000 apart based on tonnage reported versus tonnage we can justify under the contract terms. The Special Assessments were adjusted based on the justifiable tonnage, which lies between the amount originally bid and the amount the Contractor is seeking,

We do not know at this point if the Contractor will accept our recommendation or will submit a claim for the excluded tonnage. The City Attorney is aware of the matter and the Contractor has been advised of our position and that their options for further pursuit are spelled out in the contract.

RECOMMENDATION

Approve the attached pay request.

Partial Pay Estimate No.:

2

2019 PAVEMENT REHABILITATION

CITY OF ELKO NEW MARKET

ELKO NEW MARKET, MN

BMI PROJECT NO. T17.116817

WORK COMPLETED THROUGH 11/8/2019

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE				
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT			
1	0 MOBILIZATION	\$24,296.24	1	LUMP SUM	\$24,296.24	1	LUMP SUM	\$24,296.24	1.00	LUMP SUM	\$24,296.24
2	0 TRAFFIC CONTROL	\$5,166.36	1	LUMP SUM	\$5,166.36	1	LUMP SUM	\$5,166.36	1.00	LUMP SUM	\$5,166.36
3	0 REMOVE CURB AND GUTTER	\$10.00	665	LF	\$6,650.00	604	LF	\$6,040.00	604.00	LF	\$6,040.00
4	0 REMOVE BITUMINOUS PAVEMENT	\$5.80	1430	SQ YD	\$8,294.00	1522.2	SQ YD	\$8,828.76	1,881.00	SQ YD	\$10,909.80
5	0 REMOVE CONCRETE PEDESTRIAN RAMPS AND SIDEWALK	\$3.48	756	SF	\$2,630.88	736	SF	\$2,561.28	736.00	SF	\$2,561.28
6	0 EDGE-MILL BITUMINOUS PAVEMENT (0 to 1.50-inch depth)	\$1.40	22375	SQ YD	\$31,325.00	18188.2	SQ YD	\$25,463.48	18,188.20	SQ YD	\$25,463.48
7	0 SUBGRADE PREPARATION	\$1.05	1400	SQ YD	\$1,470.00	0	SQ YD	\$0.00	0.00	SQ YD	\$0.00
8	0 1.5-IN BITUMINOUS WEARING COURSE OVERLAY (SPWEA240B)	\$69.62	3590	TON	\$249,935.80	3147.1	TON	\$219,101.10	4,324.00	TON	\$301,036.88
9	0 2-IN BITUMINOUS STREET PATCH (SPWEA240B)	\$77.03	154	TON	\$11,862.62	234.3	TON	\$18,048.13	232.77	TON	\$17,930.27
10	0 CLASS 5 AGGREGATE BASE	\$38.06	74	TON	\$2,816.44	0	TON	\$0.00	0.00	TON	\$0.00
11	0 CONCRETE CURB AND GUTTER DES. B618	\$40.05	683	LF	\$27,354.15	623	LF	\$24,951.15	623.00	LF	\$24,951.15
12	0 4-INCH CONCRETE WALK	\$11.03	275	SF	\$3,033.25	275.9	SF	\$3,043.18	275.90	SF	\$3,043.18
13	0 6-INCH CONCRETE PEDESTRIAN RAMPS	\$14.92	670	SF	\$9,996.40	629	SF	\$9,384.68	629.00	SF	\$9,384.68
14	0 TRUNCATED DOMES	\$77.79	134	SF	\$10,423.86	83	SF	\$6,456.57	83.00	SF	\$6,456.57
15	0 REPLACE BROKEN GATE VALVE BOX TOP SECTION	\$364.46	8	EACH	\$2,915.68	7	EACH	\$2,551.22	7.00	EACH	\$2,551.22
16	0 ADJUST GATE VALVE BOX	\$46.87	37	EACH	\$1,734.19	28	EACH	\$1,312.36	39.00	EACH	\$1,827.93
17	0 ADJUST MANHOLE CASTINGS	\$203.95	49	EACH	\$9,993.55	37	EACH	\$7,546.15	50.00	EACH	\$10,197.50
18	0 REMOVE AND RE-SET RINGS AND CASTING AT CATCH BASINS	\$330.49	7	EACH	\$2,313.43	12	EACH	\$3,965.88	12.00	EACH	\$3,965.88
19	0 WHITE RIGHT TURN ARROW PAVEMENT MARKING	\$58.05	2	EACH	\$116.10	2	EACH	\$116.10	2.00	EACH	\$116.10
20	0 4" DOUBLE YELLOW STRIPING	\$0.35	3435	LIN FT	\$1,202.25	1471	LIN FT	\$514.85	1,471.00	LIN FT	\$514.85
21	0 4" WHITE STRIPING	\$0.23	6249	LIN FT	\$1,437.27	8235	LIN FT	\$1,894.05	8,235.00	LIN FT	\$1,894.05
22	0 TURF ESTABLISHMENT	\$6,374.35	1	LUMP SUM	\$6,374.35	0	LUMP SUM	\$0.00	1.00	LUMP SUM	\$6,374.35
23	0 EXTRA WORK ITEMS FIELD ORDERED:	\$0.00	0	0	\$0.00	0	0	\$0.00	0.00	0	\$0.00
24	0 Remove Trail and Prepare Beard Ave Patch for Paving	\$5.80	0	0	\$0.00	0	\$0.00	209.00	SQ YD	\$1,212.20	
25	0 Mobilization - Pavement Marking Removal (CSAH 2 at Church St.)	\$805.00	0	0	\$0.00	0	\$0.00	1.00	LUMP SUM	\$805.00	
26	0 Remove Pavement Markings (CSAH 2 at Church St.)	\$2.90	0	0	\$0.00	0	\$0.00	244.00	sf	\$707.60	
27	0 Mobilization - Crosswalk Marking (CSAH 2 at Church St.)	\$805.00	0	0	\$0.00	0	\$0.00	1.00	LUMP SUM	\$805.00	
28	0 Crosswalk Marking (CSAH2 at Church St.)	\$2.30	0	0	\$0.00	0	\$0.00	244.00	sf	\$561.20	
29	0 Beard Ave and Trail at Knight's Road Patch	\$77.03	0	0	\$0.00	0	\$0.00	23.00	0	\$1,771.69	
30	0 Driveway Patches	\$77.03	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
31	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
32	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
33	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
34	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
35	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
36	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
37	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
38	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
39	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
40	0 0	\$0.00	0	0	\$0.00	0	\$0.00	0.00	0	\$0.00	
TOTAL AMOUNT:					\$421,341.82			\$371,241.54			\$470,544.46

CONTRACTOR'S PAY REQUEST 2019 PAVEMENT REHABILITATION CITY OF ELKO NEW MARKET ELKO NEW MARKET, MN BMI PROJECT NO. T17.116817	DISTRIBUTION:
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)
	BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$421,341.82
TOTAL, COMPLETED WORK TO DATE	\$470,544.46
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$470,544.46
RETAINED PERCENTAGE (1%)	\$4,705.44
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$465,839.02
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$352,679.46
PAY CONTRACTOR AS ESTIMATE NO. 2	\$113,159.55

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: GMH Asphalt Corp.
9180 Laketown Road
Chaska, MN 55318

By _____
Name Title

Date _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 1960 PREMIER DRIVE, MANKATO, MN 56001.

By _____, CITY ENGINEER

Date _____

APPROVED FOR PAYMENT:
OWNER:

By _____
Name Title Date

And _____
Name Title Date



STAFF MEMORANDUM

SUBJECT:	Encroachment Agreement for Back Yard Ice Rink
MEETING DATE:	December 5, 2019
PREPARED BY:	Haley Sevening, Planner I
REQUESTED ACTION:	Approve Encroachment Agreement for Property Located at 26845 Meadow Ridge Drive

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:

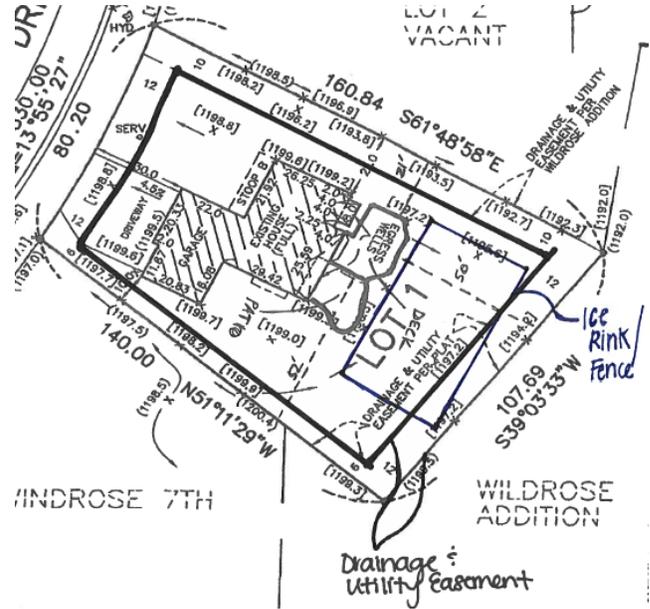
- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
- Advance "shovel ready" status of areas guided for commercial and industrial development
- Acquisition of land for public purposes, position City to take advantage 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:

On November 13, 2019 the City received a call from a resident inquiring about whether or not the property located at 26845 Meadow Ridge Drive, was able to have an ice rink in the rear yard. Following research, Staff concluded that recreational facilities (such as an ice rink) which are operated for the enjoyment and convenience of the residents of the principal use and their guests are permitted accessory uses in the R-1 Suburban Single-Family Residential District. However, an Administrative Fence Permit would be required for the fence constructed around the rink and an Encroachment Agreement would be required due to placement of both the fence and rink area in the City's drainage and utility easement.



The City Attorney concurred with Staff's interpretation on the issue and has drafted, and the property owners have signed, the attached Encroachment Agreement. The Agreement approves encroachment of the fence and ice rink in the City's easement, subject to the following conditions:

1. The City shall have no responsibility to maintain or repair the fence or ice rink located within the City's Easement Areas.
2. The fence and ice rink located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
3. The Owners shall construct the fence and ice rink consistent with all applicable federal, state and local laws and regulations.
4. The Owners, their heirs, successors and assigns, are fully responsible and liable for any and all damage caused to the fence and ice rink because of it being constructed in the City's Easement Areas.
5. The Owners of the Subject Property will own and maintain the fence and ice rink.

The property owners also submitted an Administrative Fence Permit, which was approved by Staff.

REQUESTED ACTION:

Approve Encroachment Agreement for property located at 26845 Meadow Ridge Drive.

Attachments:

- Encroachment Agreement

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2019, by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation (“City”), and **JAMES A. SONTERRE AND PAO C. SONTERRE**, husband and wife (“Sonterres” or “Owners”).

1. BACKGROUND. Sonterres are the fee owners of certain real property located in the City of Elko New Market, County of Scott, State of Minnesota, legally described as follows:

Lot 1, Block 1, Windrose 2nd Addition, Scott County, Minnesota, according to the recorded plat thereof (“Subject Property”).

The City owns easements for drainage and utility purposes over portions of the Subject Property. The Owners have constructed a fence and ice rink on the Subject Property which encroaches on the City’s drainage and utility easement areas as depicted on the attached Exhibit “A” (“City’s Easement Areas”).

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment in the City’s Easement Areas on the Subject Property for the fence and ice rink subject to the conditions set forth in this Agreement. Further conditions of encroachment approval are:

- The City shall have no responsibility to maintain or repair the fence or ice rink located within the City’s Easement Areas.

- The fence and ice rink located on the Subject Property must not impact or increase water drainage on the abutting properties or cause any adverse drainage patterns or erosion to the abutting properties.
- The Owners shall construct the fence and ice rink consistent with all applicable federal, state and local laws and regulations.
- The Owners, their heirs, successors and assigns, are fully responsible and liable for any and all damage caused to the fence and ice rink because of it being constructed in the City's Easement Areas.
- The Owners of the Subject Property will own and maintain the fence and ice rink.

3. **HOLD HARMLESS AND INDEMNITY.** In consideration of being allowed to encroach in the City's Easement Areas, the Owners, for themselves, their heirs, successors and assigns, hereby agree to indemnify and hold the City harmless from any damage caused to the Subject Property or fence and ice rink encroaching into the City's Easement Areas as depicted on Exhibit "A", including the fence and ice rink in the City's Easement Areas, caused in whole or in part by the encroachment into the City's Easement Areas.

4. **TERMINATION OF AGREEMENT.** The City may terminate this Agreement at any time if it is reasonably necessary for the City to occupy the City's Easement Areas for drainage or utility purposes and the fence and ice rink are 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 Owners shall remove that portion of the fence and ice rink to the extent it impacts the City's Easement Areas to the effective date of the termination of this Agreement. If the Owners fail to do so, the City may remove the fence and ice rink to the extent it impacts the City's Easement areas and charge the cost of removal back to the Owners for reimbursement.

5. **RECORDING.** This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

CITY OF ELKO NEW MARKET

(SEAL)

By: _____
Joe Julius, Mayor

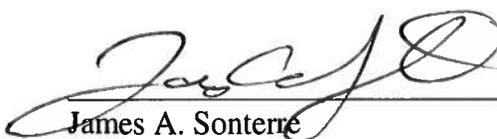
And _____
Thomas Terry, City Administrator/City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Joe Julius** and **Thomas Terry**, respectively the Mayor and City Administrator/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

PROPERTY OWNERS:


James A. Sonterre


Pao C. Sonterre

STATE OF MINNESOTA)
)ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 27th day of November, 2019, by **James A. Sonterre**, spouse to Pao C. Sonterre.




Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 27th day of November, 2019, by **Pao C. Sonterre**, spouse to James A. Sonterre.




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"

06/04/2007 05:54 9524612016

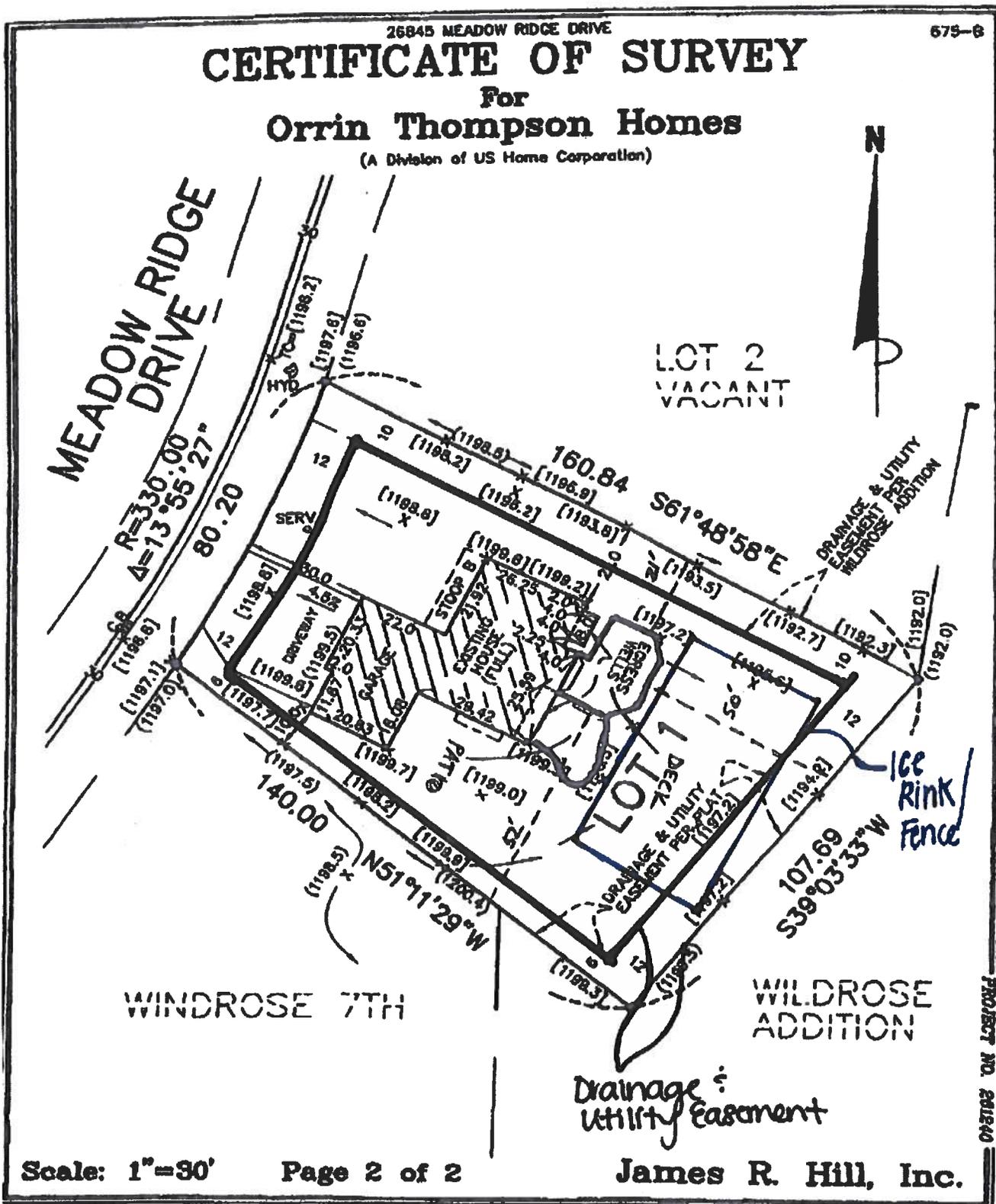
WINDROSE O.T.

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JAMES R. HILL INC.

9528906244 P.12





STAFF MEMORANDUM

SUBJECT:	Engineering Services for Asbestos and Regulated Hazardous Materials Survey and Demolition Management of 448 Main Street
MEETING DATE:	December 5, 2019
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	Approve Agreement and Authorize Staff to Sign 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

The City recently purchased this tax forfeited property (448 Main Street) from Scott County for the purpose of removal of blight, securing rights-of-way and potential redevelopment and with the intent of demolishing the existing structure on the property.

DISCUSSION

ProSource Technologies was previously retained by the City to conduct the Asbestos and Hazardous Material Survey and Demolition Management for 420 St. Joseph Street for the City in 2013. This Agreement provides for the Survey and Report for \$2,500. As Part 2 of this project it extends their services to Project Planning, Administration, and oversight of the demolition for an amount not to exceed \$3,750, including securing bids from qualified contractors, to insure that all legally required steps are followed and all documentation is provided. It does not include the cost of the demolition, which will be done under a separate contract with the lowest responsible bidder and/or with in-house resources.

The City Attorney has reviewed this Agreement and the revisions recommended have been agreed to by the company.

ACTION REQUESTED

Recommend that the Mayor and City Administrator be authorized to sign that attached Agreement for Consulting Services related to the Demolition of 448 Main Street.

ATTACHMENT

Engineering Services Agreement with ProSource Technologies, LLC for Asbestos and Regulated Hazardous Materials Survey and Demolition Management of 448 Main Street

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2019, by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation ("City") and **PROSOURCE TECHNOLOGIES, LLC**, a Minnesota limited liability company ("Consultant").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The Contract consists of the following documents. In the event of conflict among the documents, the conflict shall be resolved by the order in which they are listed, with the document listed first having the first priority and the document listed last having the last priority:

- A. This Professional Services Agreement;
- B. Consultant's Proposal for an Asbestos and Regulated Hazardous Materials Survey and Demolition Management for 448 Main Street ("Proposal").

2. SCOPE OF SERVICES. The City retains Consultant to provide the professional services described in the Proposal. Consultant agrees to complete the services under this Agreement substantially within the time frames identified in the Proposal with a final completion date of March 31, 2020.

3. COMPENSATION. Consultant shall be paid Seventy-four Hundred and no/100 Dollars (\$6,250.00) by the City, which fee is inclusive of reimbursables, expenses, taxes and other charges. The fee shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption are exceeded. Consultant shall be paid upon full completion of the work required herein. The City will normally pay an invoice within 35 days of receipt.

4. CHANGE ORDERS. All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

5. DOCUMENTS. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes. The City shall be the copyright owner. The vesting of the City's ownership of the copyright in materials created by the Consultant shall be contingent upon the City's fulfillment of its payment obligations hereunder. The Consultant shall be allowed to use a description of the services provided hereunder, including the name of the City, and photographs or renderings of any projects which develop from the planning or other services provided by the Consultant, in the normal course of its marketing activities.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

7. STANDARD OF CARE. Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this

Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

8. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

9. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess/Umbrella Liability	\$1,000,000 each occurrence/aggregate*

The required minimum of umbrella coverage shall be \$2,000,000, or the policy limits, whichever is greater. The City shall be named as an additional insured on the general liability and umbrella policies on a primary and noncontributory basis.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) aggregate with a deductible maximum of One Hundred Thousand Dollars (\$100,000.00).

Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

11. INDEPENDENT CONTRACTOR. The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

12. SUBCONTRACTORS. With the exception of the individuals identified in the Proposal, Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statutes §471.425. Consultant must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Consultant's receipt of payment from City. Consultant must pay interest of one and five-tenths (1.5%) percent per month or any part of a month to subcontractors on any undisputed amount not paid on time to

subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

13. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

14. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

15. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

16. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with 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.

17. COPYRIGHT. Consultant 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 there from.

18. PATENTED DEVICES, MATERIALS AND PROCESSES. If the contract requires, or Consultant desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, Consultant 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, Consultant shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, 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.

19. RECORDS. Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

20. AUDIT DISCLOSURE AND DATA PRACTICES. Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

21. NON-DISCRIMINATION. The Consultant agrees during the life of this Agreement not to discriminate against any employee, application for employment, or other individual because of race, color, sex, age, creed, national origin, sexual preference, or any other basis prohibited by federal, state, or local law. The Consultant will include a similar provision in all subcontracts entered into for performance of this Agreement.

22. TERMINATION OF THE AGREEMENT. The City may terminate this Agreement or any part thereof at any time, upon written notice to Consultant, effective upon delivery including delivery by facsimile or email. In such event, Consultant will be entitled to compensation for work performed up to the date of termination based upon a pro rata basis.

Dated: _____, 2019.

CITY OF ELKO NEW MARKET

BY: _____
Joe Julius, Mayor

AND _____
Thomas Terry, City Administrator/Clerk

Dated: _____, 2019.

PROSOURCE TECHNOLOGIES, LLC

BY: _____
Name: _____

ITS: _____

November 5, 2019

9219 East River Road NW
Minneapolis, Minnesota 55433
763-786-1445
Fax 763-786-1030
www.prosourcetech.com

Mr. Mark Nagel
Assistant City Administrator
City of Elko New Market
601 Main Street, P.O. Box 99
Elko New Market, MN 55020-0099

Via E-mail: mnagel@ci.enm.mn.us

Re: Proposal and Cost Estimate
Asbestos and Regulated Hazardous Materials Survey and Demolition Management

Dear Mr. Nagel:

ProSource Technologies, LLC (ProSource) is pleased to present this cost proposal and timeline to conduct an Asbestos and Regulated Hazardous Materials Survey and Demolition Management for a property located in Elko New Market, Minnesota. Our scope of work and cost estimate required to complete these environmental services are provided herein.

Scope of Work

ProSource has based the cost estimate for an Asbestos and Regulated Hazardous Materials Survey and Demolition Management on the information provided by Mr. Mark Nagel on October 31, 2019, for the property located at 448 Main Street in Elko New Market, MN.

ASBESTOS AND REGULATED HAZARDOUS MATERIALS SURVEY

The purpose of conducting the asbestos and regulated hazardous materials survey is to identify and quantify materials within the residence that will require removal prior to building demolition.

The asbestos survey will include the following:

- Identify and sample materials suspect of containing asbestos on the interior and exterior of the structure. Sampling will include destructive means to locate suspect asbestos containing materials. Sample collection may include but is not limited to, floor tile/adhesives, ceiling tiles/panels, linoleum/adhesives, gypsum board or plaster wall/ceiling, ceiling textures, thermal system insulations, siding, roofing, caulks, sealants, etc.
- Analyze bulk samples collected for asbestos content using polarized light microscopy (PLM).
- Prepare a bulk sampling report for the structure identifying materials that contain asbestos, provide quantification of asbestos containing materials, generate drawings depicting locations of asbestos containing materials and provide a removal cost estimate for asbestos containing materials.

- Asbestos bulk samples will be analyzed using PLM with dispersion staining techniques in accordance with Environmental Protection Agency (EPA) procedures.

The regulated hazardous waste survey will include the following:

- Perform a regulated hazardous materials survey for the structure, which may include mercury containing items such as thermostats, switches, fluorescent light bulbs, etc. along with suspect PCB containing light ballasts, suspect PCB containing transformers, oil door closures, and other oil containing items. Other regulated materials may include treated lumber, electronics, paints/solvents, cleaning products, etc. Quantities and locations will be noted within the report.

Cost and Timeline Estimate Summary

Based on the above scope of work, our cost estimate to complete the tasks is presented in the following table.

Task	Cost
Environmental Surveys and Coordination <ul style="list-style-type: none"> - Project Planning - Asbestos Inspection and Regulated Materials Survey and Report - Report Review 	\$2,500
Demolition Coordination <ul style="list-style-type: none"> - Identify licensed demolition contractors. - Coordination of demolition bids from contractors. - Management of demolition activities. - Field inspection of asbestos removal and coordination of waste manifest documentation. - Prepare letter report summarizing demolition and debris disposal. 	\$3,750 (does not include demolition contractor cost)
Total	\$6,250

Schedule

Based on the above scope of work and cost estimate, ProSource would be able to initiate the project immediately and submit the draft asbestos and regulated hazardous materials survey report within 2-3 weeks following your authorization to proceed, unless otherwise requested.

Closing

We appreciate the opportunity to submit this proposal and cost and timeframe estimates. To authorize the work, please review the attached Standard Terms and Conditions, sign in the space provided below and return via email to dhennen@prosourceotech.com or fax to (763) 786-1030. If you have any questions or comments, please feel free to call us at (763) 786-1445.

Sincerely,
ProSource Technologies, LLC



David Hennen
Director of Environmental Services

Accepted By:

Signature/Title

Date

STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional Services are not subject to, and ProSource cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by a client are specifically objected to.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects, the scope may not be fully definable during the initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. ProSource will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.
3. **SAFETY.** ProSource has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided as a service under this Agreement, ProSource specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ProSource employees.
4. **DELAYS.** If events beyond the control of Client or ProSource, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, acts of God or the public enemy, and act or regulation of any government agency result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, ProSource shall be entitled to an equitable adjustment in compensation.

In the event that the project is delayed by Client and such delay exceeds 30 days, ProSource shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. **TERMINATION / SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay ProSource for all Services, including any expenses, incurred prior to termination.

In the event that either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ProSource is supplied for the general guidance of the Client only. Since ProSource has no control over the competitive bidding or market conditions, ProSource cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to client.
7. **RELATIONSHIP WITH CONTRACTORS.** ProSource shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but ProSource specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, procedures or construction selected by Client's contractors.
8. **CONSTRUCTION/CONTRACTOR OVERSIGHT.** For projects involving construction or contractor oversight, Client acknowledges that under generally accepted professional practice, interpretations of construction documents or field plans in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold ProSource harmless from any claims resulting from performance of construction-related or contractor oversight services by persons other than ProSource.

- 9. INSURANCE.** ProSource will maintain insurance coverage for Comprehensive General, Automobile and Worker's Compensation in amounts in accordance with legal and ProSource's business requirements. Certificates evidencing such coverage will be provided to Client upon request.
- 10. INDEMNITIES.** To the fullest extent permitted by law, ProSource shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ProSource, its agent or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless ProSource, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to claims for injury or death to persons, damages to tangible property, or other losses, alleged to be caused by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from Project (ii) tested by ProSource under this Agreement, or (iii) used or incorporated by ProSource in the Services; or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include ProSource as an indemnitee under indemnification obligation to Client.

- 11. LIMITATIONS OF LIABILITY.** No officer, employee or agent of ProSource shall have individual liability to Client.

Client agrees that, to the fullest extent permitted by law, ProSource's liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ProSource's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by ProSource under this Agreement. If Client desires a limit of liability greater than that provided above, Client and ProSource shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ProSource for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL PROSOURCE BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

- 12. ACCESS.** Client shall provide ProSource safe access to any premises necessary for ProSource to provide services.
- 13. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ProSource for the specific purpose intended, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless ProSource from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.
- 14. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 15. ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- 16. STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.
- 17. PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

18. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
19. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
20. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
21. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
22. **LIEN RIGHTS.** ProSource hereby gives notice that, pursuant to Minnesota Statute Chapter 514, and as stated in the contract, it retains the right to file a lien against real property in the event of non-payment of invoices for engineering, landscape architecture, surveying, planning or environmental services performed with respect to the subject property. The lien will be prepared and filed in accordance with pertinent laws of the State of Minnesota.
23. **CONSEQUENTIAL DAMAGES.** Neither ProSource nor Client will be liable for any indirect, incidental, special or consequential damages (including loss of anticipated profits, business interruption or good will of other economic or commercial loss) relating to the services rendered.
24. **RELATIONSHIP OF PARTIES.** ProSource will act solely as an independent contractor of the Client and not as the CLIENT agent for any purpose. Neither ProSource nor the Client may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between ProSource and the Client.
25. **SUCCESSORS AND ASSIGNS.** The Client and ProSource each binds itself, its successors, assigns and legal representatives to the other party with respect to all provisions of the contract/agreement. Neither the Client nor ProSource shall assign, set over or transfer his interest in the contract/agreement, in whole or in part, without the prior written consent of the other, and any act in derogation hereof, shall, at the option of the non-assigning party, render the written contract/agreement terminated.
26. **ARBITRATION.** All claims, disputes and other matters in question arising out of, or relating to, the contract/agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law in the State of Minnesota. Notice of the demand for arbitration shall be filed in writing with the other party to the contract/agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event, shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation. Arbitration will not limit ProSource's mechanic's lien rights. All arbitrations will be conducted in Hennepin County, Minnesota.

The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration of claims arising from the contract/agreement shall not be consolidated with any other arbitration proceedings except by written consent of the parties.

- 27. ENTIRE AGREEMENT.** The Client's engagement of ProSource to perform work represents the Client's acceptance of the terms and conditions contained herein, which constitute the entire understanding between ProSource and the Client and supersede any previous communication, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the Client to ProSource to which notice of objection is hereby given. Unless otherwise agreed to in writing by an officer of ProSource, the Client's engagement of ProSource is limited to these terms and conditions. ProSource's commencement of performance will not be deemed or constructed as acceptance of the Client's additional or different terms and conditions.

No change of any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an owner or an officer of the Client and by an officer of ProSource. If any of the provisions hereof are invalid under any applicable statute or rule or law, such provisions are to that extent deemed omitted, but the remaining terms and conditions of the contract/agreement will remain otherwise in effect. There are no understandings, agreements, representations or warranties, express or implied, that are not specified herein respecting the subject hereof.

- 28. APPLICABLE LAW.** The contract/agreement shall be governed by the laws of the State of Minnesota.
- 29. EEO/AA.** ProSource is an Equal Employment Opportunity/Affirmative Action Employer.



STAFF MEMORANDUM

SUBJECT:	Approve Annual Premises Gambling Permits
MEETING DATE:	December 5, 2019
PREPARED BY:	Lynda Jirak, Deputy Clerk
REQUESTED ACTION:	Adopt Resolution 19-93 Approving Annual Premises Gambling Permit for Elko New Market Fire Relief Association to sell Pull Tabs at Captain Black's Bar & Grill, The Doublewide, Firehouse Grille and Leo's Bar Adopt Resolution 19-94 Approving Annual Premises Gambling Permit for Elko Baseball Club to sell Pull Tabs at The End Zone and Bullseye Saloon

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 State of Minnesota Gambling Association currently approves non-profits to sell pull tabs on a continuous basis. The only time a non-profit organization must reapply to the State of Minnesota for approval to sell pull tabs is if a change in premise location is done.

Per City Code, non-profit organizations must apply annually for a Premises Gambling Permit to sell pull tabs within the City. If City Council approves the permits for non-profits to sell pull tabs within the City limits, the approved permits will be in effect from January 1, 2020 through December 31, 2020.

DISCUSSION:

The City Council is being asked to approve the annual premises gambling permits for local non-profit organizations to sell pull tabs within the City. Several local non-profit organizations have applied for Premise Permits to conduct charitable gambling at local establishments:

- The Elko New Market Fire Relief Association has submitted their applications for Annual Premises Gambling Permits to sell pull tabs at Captain Black's Bar & Grill, The Doublewide, Firehouse Grille and Leo's Bar.
- The Elko Baseball Club has submitted their applications for Annual Premises Gambling Permits to sell pull tabs at The End Zone and Bullseye Saloon.

Staff has received all required City application forms and associated documentation for renewals from Elko New Market Fire Relief Association and Elko Baseball Club to sell pull tabs within the City of Elko New Market.

After reviewing all City application materials, Staff is recommending the City Council approve the Premises Gambling Permits for the Elko New Market Fire Relief Association and Elko Baseball Club to sell pull tabs within the City contingent on completion of the background checks on required individuals. Council is being asked to make separate motions due to Councilmember Timmerman being owner of Firehouse Grille. Councilmember Timmerman will need to abstain from the vote on Resolution 19-93.

Attachments:

- Resolution 19-93 Approving Annual Premises Gambling Permit for the Elko New Market Fire Relief Association to sell pull tabs at Captain Black's Bar & Grill, The Doublewide, Firehouse Grille and Leo's Bar.
- Resolution 19-94 Approving Annual Premises Gambling Permit for Elko Baseball Club to sell pull tabs at The End Zone and Bullseye Saloon.

CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

RESOLUTION NO. 19-93

WHEREAS; Pursuant to Elko New Market City Code Section 4 any organization seeking lawful gambling within the City is required to submit an application and be approved by the Elko New Market City Council;

WHEREAS; Elko New Market Fire Relief Association possesses a State of Minnesota Premises Gambling Permit to conduct legal gambling for pull-tabs, at Captain Black's Bar & Grill located at 9660 Main Street, The Doublewide located at 421 St. Joseph Street, Firehouse Grille located at 7578 Old Town Road and Leo's Bar located at 451 Main Street, Elko New Market, Minnesota 55054 (collectively "Premises");

WHEREAS, Elko New Market Fire Relief Association has submitted an application for issuance by the City of a lawful Gambling Premises Permit for the Premises noted above, said request being timely and proper, and,

WHEREAS, the City has found and received no reports of violations of relevant gambling laws or ordinances by Elko New Market Fire Relief Association,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that a gambling permit be issued to Elko New Market Fire Relief Association to conduct pull-tabs at Captain Black's Bar & Grill located at 9660 Main Street, The Doublewide located at 421 St. Joseph Street, Firehouse Grille located at 7578 Old Town Road and Leo's Bar located at 451 Main Street, Elko New Market, Minnesota 55054 for the period of January 1, 2020 to December 31, 2020.

APPROVED AND ADOPTED this 5th day of December, 2019.

CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Mayor

ATTEST:

Lynda Jirak, Deputy Clerk

CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

RESOLUTION NO. 19-94

WHEREAS; Pursuant to Elko New Market City Code Section 4 any organization seeking lawful gambling within the City is required to submit an application and be approved by the Elko New Market City Council;

WHEREAS; Elko Baseball Club possesses a State of Minnesota Premises Gambling Permit to conduct legal gambling for pull-tabs, at The End Zone located at 10491 260th Street East and Bullseye Saloon located at 9646 Main Street, Elko New Market, Minnesota 55020 (collectively "Premises");

WHEREAS, Elko Baseball Club has submitted an application for issuance by the City of a lawful Gambling Premises Permit for the Premises noted above, said request being timely and proper, and,

WHEREAS, the City has found and received no reports of violations of relevant gambling laws or ordinances by Elko Baseball Club,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that a gambling permit be issued to Elko Baseball Club to conduct pull-tabs at The End Zone located at 10491 260th Street East and Bullseye Saloon located at 9646 Main Street, Elko New Market, Minnesota 55020 for the period of January 1, 2020 to December 31, 2020.

APPROVED AND ADOPTED this 5th day of December, 2019.

CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Mayor

ATTEST:

Lynda Jirak, Deputy Clerk



STAFF MEMORANDUM

SUBJECT:	Approve Outdoor Concerts and Events Permit
MEETING DATE:	December 5, 2019
PREPARED BY:	Lynda Jirak, Deputy Clerk
REQUESTED ACTION:	1. Approve an exemption from the requirement of written notice for an Outdoor Concerts and Events Permit for Chamber of Commerce on December 7, 2019 for the Christmas Tree Lighting Event at Wagner Park in Elko New Market for Good Cause 2. Adopt Resolution 19-92 Approving an Outdoor Concerts and Events 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

Kate Timmerman, on behalf of the Elko New Market Chamber of Commerce, has submitted an application for an Outdoor Concerts and Events Permit for a Christmas Tree Lighting Event to be held on December 7, 2019 from 6:00 p.m. to 8:00 p.m. at Wagner Park located at 121 Todd Street, Elko New Market. Per City Code, no person shall conduct an outdoor concert or other event without first obtaining the permit required. This will be the fourth annual Christmas Tree Lighting Event to be sponsored by the Chamber of Commerce.

DISCUSSION

Staff is recommending Council approve the Outdoor Concerts and Events Application for The Chamber of Commerce for the Christmas Tree Lighting Event.

City Code requires the application be submitted 30 days prior to the event. Furthermore, that written notice must be provided to properties located within 500 feet of the property where the event will be located, a minimum of seven days prior to the event. The application was received two weeks and one day prior to the event. Although the application was received after the deadline specified in the City Code, technically there was sufficient time to mail notices seven days prior to the event, unfortunately, the Deputy Clerk misunderstood that the notices couldn't be mailed until after Council approval. Although, notices have been mailed, they will not meet the requirement. Staff is recommending the City Council approve an exemption from the requirement of written notice for an Outdoor Concerts and Events Permit for Chamber of Commerce on December 7, 2019 for the Christmas Tree Lighting Event at Wagner Park in Elko New Market for Good Cause, Section 4-5-7(A)(3) of City Code.

Councilmember Timmerman, being on the Chamber of Commerce and also the party that filled out the application for this Outdoor Concerts and Events Permit, will need to abstain from participating on this item.

BUDGET

With the City Council adoption of Resolution 14-48, dated July 24, 2014, which permanently waived the permit fee for outdoor events held by local non-profits, there will be no permit fee for the Chamber of Commerce event

Attachments:

- Resolution 19-92 Outdoor Concerts and Events Permit Application for Chamber of Commerce

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

RESOLUTION NO. 19-92

WHEREAS; Kate Timmerman, on behalf of the Elko New Market Chamber of Commerce, has submitted an application for an Outdoor Concerts and Events permit for an event to be held at Wagner Park, 121 Todd Street, Elko New Market on December 7, 2019 between the hours of 6:00 p.m. and 8:00 p.m.;

WHEREAS, the Deputy Clerk reviewed the application and determined that it meets the requirements of the City's Outdoor Concerts and Events Ordinance and recommends approval of the permit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that an Outdoor Concerts and Events permit be issued to Elko New Market Chamber of Commerce for the premises located at 121 Todd Street, Elko New Market, Minnesota, for an Outdoor Concerts and Events Permit for December 7, 2019 between the hours of 6:00 p.m. to 8:00 p.m.

This permit is issued contingent upon Applicant's compliance with the above-approved time frames and the City's ordinances, including the outdoor concert and event ordinance and noise ordinance.

APPROVED AND ADOPTED this 5th day of December, 2019.

CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Mayor

ATTEST:

Lynda Jirak, Deputy Clerk



601 Main Street
Elko New Market, MN 55054
phone: 952-461-2777 fax: 952-461-2782

MEMORANDUM

TO: CITY COUNCIL, PLANNING COMMISSION, EDA & CHAMBER OF COMMERCE
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
SUBJECT: COMMUNITY DEVELOPMENT UPDATES
DATE: NOVEMBER 22, 2019

Background / History

The purpose of this memo is to provide updates regarding miscellaneous projects and activities being worked on by Community Development staff. Below is a summary of projects that are currently being worked on, inquiries received, and miscellaneous information:

Christmas Pines – Streets have now been paved in this 20 lot residential townhome development. There are a few items left to complete including landscaping, street signs, and installing a second/final layer of pavement. The development is eligible for two building permits at this time. The City has received a building permit application for one townhome unit which is intended to be a spring Parade of Homes model.

Boulder Heights – Streets have now been paved in this 53 lot residential subdivision. There are still items left to be completed, including paving of 275th Street from CSAH 91 and Oxford Lane. The City does not anticipate that any homes will be constructed in the development over the winter months. The City is not currently planning to plow the streets in this development over the 2019/2020 winter months.

Dakota Acres / Global Properties – On 11/21/19 the City Council approved the plat of Dakota Acres 2nd Addition, as proposed by Global Properties. The plat contains one 3.1 acre lot, and a 68-unit apartment development is currently planned on this lot. Two separate apartment buildings are currently proposed; the first phase would consist of one 28-unit building. The property is zoned High Density Residential and apartments are a permitted use. Below is a rendering of a proposed building.



Dakota Acres 1st Addition / Syndicated Properties – This plat, which contains 28 attached townhome units, has been recorded with Scott County. The City has issued a building permit for one 4-unit townhome building within this development, which is now under construction. Construction of the private street in the development, and additional townhome units, is planned for the spring of 2020.



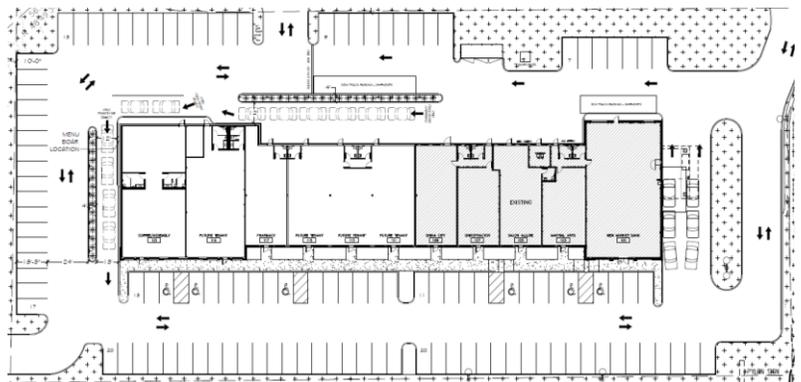
Adelmann Property – City staff has been working with the Adelmann family and their consultants in the preparation of an AUAR (environmental study) for their 242.5 acres located on the west side of the I-35 / CSAH 2 interchange. As part of the AUAR and preparation for development, several studies are being completed, including a wetland delineation, traffic impact study, tree inventory, Phase I ESA, and geotechnical work. The AUAR is scheduled for review by the Planning Commission on November 26, 2019. Following review by the Planning Commission, the City Council is scheduled to approve the AUAR for authorization of the 30-day public comment period.



Sylvester Meadows – The Planning Commission recommended approval of this proposed 9-lot residential subdivision on July 30th, 2019. The developer has requested that City Council action on the project be delayed, and he has extended the City’s statutory review period for a required decision until June 1, 2020. The City Council has yet to act on the request.



Elko New Market Commerce Center – Construction has commenced on Phase II of the Elko New Market Commerce Center. The building permit has been issued on the “shell” building only. Finishing of the individual unit (interiors) will require separate building permits.



Pete’s Hill – Construction on this 45 lot residential development has ceased for the season due to early winter weather conditions.

Degross Property – City staff is working with a developer regarding possible development of the Degross property. A wetland delineation has been completed on the property and the City is currently processing the wetland application.

Business Leads – There are no new business leads.

Building Permits – The City issued a building permit for a 4-unit townhouse building in October. The City also received two applications for single family home permits in November.



Ordinance Updates –

- **Recreational Vehicle Storage** – The Planning Commission is currently reviewing, and considering amendments to the City Code regarding the parking of recreational vehicles (boats, campers, fish houses, etc.) on residential properties within the City. The Planning Commission indicated that the ordinance, as currently written, may be overly restrictive and has directed City staff complete further research on the matter. A public hearing will be held prior to any changes being formally adopted.
- **Garbage and Refuse** – The Planning Commission is currently reviewing, and considering amendments to the City Code regarding the storage of garbage receptacles in residential zoning districts. The current ordinance requires that all garbage receptacles be stored within an enclosed building or fully screened from view. A public hearing will be held prior to any changes being formally adopted.

2040 Comprehensive Plan – City staff has been working on the draft 2040 Comprehensive Plan. The Planning Commission is scheduled to receive an overview of the draft 2040 Comprehensive Plan on November 26, 2019. The City Council must approve the draft Plan for review by adjacent jurisdictions. Adoption of the final plan is anticipated in 2020.

Roundabout Project – City staff and Bolton & Menk, the City’s engineering firm, have been working on the roundabout project scheduled for construction in 2020. Construction plans and specifications are 95% complete and will be submitted to Scott County for review and approval in the near future.



Active Projects and/or Discussion
 November 22, 2019

Dakota Acres 1st Addition:
 28 townhome units.
 Approved by City.

Dakota Acres 2nd Addn:
 68-unit apartment development.
 Approved by City.

Proposed addition to existing
 Elko New Market Retail Center

Sylvester Meadows:
 Proposed 9-lot residential subdivision.
 In planning and approval stage, tentatively on hold by developer.

Christmas Pines:
 Residential subdivision containing
 20 detached townhome units.
 Construction nearing completion.

Proposed Roundabout:
 Construction proposed in 2020.
 In final design stage.

Degross Property:
 Wetland application received.

Adelmann Property:
 Environmental study in process.

Pete's Hill:
 Residential subdivision containing
 45 residential lots.
 Under construction.

Boulder Heights:
 Residential subdivision containing
 53 single family residential lots.
 Construction nearing completion.

**MINUTES
CITY OF ELKO NEW MARKET
PLANNING COMMISSION MEETING
OCTOBER 29, 2019
7:00 PM**

1. CALL TO ORDER

Vice-Chairman Humphrey called the meeting of the Elko New Market Planning Commission to order at 7:00 p.m.

Commission members present: Humphrey, Kruckman, Hanson and Priebe

Members absent and excused: Smith, and Ex-officio member Anderson

Staff Present: Community Development Specialist Christianson,
Planner Sevening, City Engineer Revering

2. PLEDGE OF ALLEGIANCE

Vice-Chairman Humphrey led the Planning Commission in the Pledge of Allegiance.

3. APPROVAL OF AGENDA

A motion was made by Hansen, seconded by Kruckman to approve the agenda as submitted. Motion carried: (4-0).

4. PUBLIC COMMENT

There was no public comment.

5. ANNOUNCEMENTS

There were no announcements.

6. APPROVAL OF MINUTES

A. It was moved by Priebe and seconded by Hansen to approve the minutes of the October 29, 2019 meeting as submitted. Commissioner Kruckman questioned portions of the minutes related to discussions regarding recreational vehicle storage, specifically related to the possibility of establishing a setback for a recreational vehicle to the curb of a street. Following discussion on the matter, a vote was taken and the motion passed: (4-0).

7. PUBLIC HEARINGS

A. Request for PUD Amendment for Pete's Hill, Elko 34, LLC, applicant

Christianson reviewed the recently approved residential development of Pete's Hill, which was approved by way of Planned Unit Development (PUD) zoning. The approved PUD ordinance, which was approved on August 22nd, outlined the deviations which were allowed from the City Code as part of the development approval. The developer has now requested an amendment to the PUD to allow surmountable curbing within the townhome portion of the development. She explained that the City Code requires B618 / insurmountable curbing on all City streets. She showed examples of both curbing types using engineering detail plates and photographs. Christianson displayed a drawing of the development that showed the areas adjacent to the townhomes where surmountable curbing is being supported by City staff.

Christianson advised the Planning Commission that the topic of surmountable versus insurmountable curbing was discussed with the Planning Commission in 2017 and the decision was made at that time to leave the existing City regulations, which required insurmountable curbing, in place.

Christianson explained that the portion of the subdivision where surmountable curb is being requested has narrow lots, approximately 50' in width. She stated that the City Engineer and Public Works Director have no opposition to the surmountable curbing in the requested area of the subdivision based on the narrow width of the lots.

Vice-Chairman Humphrey questioned why this request was not included in the original development proposal. Christianson stated that the developer indicated that he has never worked in a community that requires insurmountable curbing so he did not consider that the City might require it. She also stated that the City's engineering specification manual did not contain a detail plate for insurmountable curbing but did contain a detail plate for surmountable curbing, which was a cause for confusion by the developer's engineer.

Developer John Wichmann addressed the Planning Commission and indicated that they would prefer the surmountable curbing in the entire development but he felt a good compromise was to allow it in the townhome portion of the development that had narrow lots.

Vice-Chairman Humphrey opened the public hearing at 7:15 p.m. and with no public comments, he closed the public hearing at 7:15 p.m. It was then moved by Hansen, seconded by Priebe to recommend approval of the request to allow surmountable curbing adjacent to only the following lots:

- Lots 15 – 30, Block 1, Pete's Hill
- Lots 1 – 3, Block 2, Pete's Hill
- Lots 1 – 4, Block 3, Pete's Hill

And noting that all remaining portions of the development, other than adjacent to the aforementioned lots, shall be constructed using B618 insurmountable curbing as required by City Code, noting the recommendation for approval being for the following reasons:

1. The style of homes to be constructed on the lots, and the corresponding locations of driveways, has not yet been determined.
2. The lots in the townhome portion of the development are narrower than a typical single-family lot.

Motion carried (4-0).

8. GENERAL BUSINESS

A. Consider Zoning Ordinance Amendments – Garbage/Refuse and Recreational Vehicle Parking

Planner Sevening presented the agenda item, which was a continuation from the September Planning Commission meeting. She introduced the topic noting that a citywide inventory had been conducted in August regarding the storage of garbage cans and recreational vehicles on residential lots in the City. She noted that 44% of the properties in the City had violations related to storage of garbage cans, and 16% of the properties in the City had violations related to the storage of recreational vehicles. She stated that staff had decided at that time not to enforce the ordinances as currently written because there were more than 900 homes in violation of these Codes. Alternatively, staff inquired with the City Council regarding the matter to determine if they wanted staff to enforce the ordinances as written, or if they wanted to consider an amendment to the ordinance. The City Council requested that the Planning Commission review the City Code related to these two items. At the September Planning Commission meeting there was discussion on the matter which resulted in the Planning Commission directing staff to draft a zoning ordinance amendment.

Sevening reviewed current ordinance language regarding storage of garbage containers and recreational vehicle parking. She then reviewed the proposed amendments as follows:

Section 11-4-1 - Storage of garbage and refuse containers:

- Distinguishes commercial, industrial, and multi-family residential properties from single family residential properties
- Replaces wood with maintenance free material as an acceptable screening material (for commercial, industrial, and multi-family residential properties)
- Single family residential properties can store garbage cans in side yard adjacent to garage, do not need to be screened from view
- Dumpsters or refuse containers used for construction purposes are exempt from location and screening requirements

Section 11-8-2 - Recreational Vehicle Parking:

- Adds ATVs, dirt bikes, dune buggies, go-karts, golf carts, ice houses, jet skis, snowmobiles, and UTVs as recreational vehicles
- Exempts non-motorized watercrafts from section and regulates them as exterior storage (canoes, kayaks, paddleboards)
- Identifies three seasonal classifications (warm weather season, cold weather season, or year-round) for recreational vehicles

- Permits up to 2 recreational vehicles to be parked in the driveway during periods of seasonal use
- Requires that all recreational vehicles be emptied of refuse, debris, junk, or other materials
- Limits recreational vehicles to 30 feet in length
- Prohibits recreational vehicles from extending into or obstructing the public sidewalk or public right-of-way
- Allows only one recreational vehicle exceeding 24 feet to be parked on residential property
- Removes the screening requirement for recreational vehicles
- Permits recreational vehicles to be parked in the rear or side yard on a surface of concrete, bitumen, or pavers entirely outside of the drainage and utility easement with a five (5) foot setback from property lines
- Includes exception for properties with existing gravel side parking areas
- Note: Staff completed an inventory for residential properties with gravel side parking areas and found that 51 properties currently have them.
- Enumerates recreational vehicles parked on a trailer as 1 recreational vehicle
- Removes nonconforming location permit

Regarding recreational vehicle parking, feedback and discussion was as follows:

- Commissioner Priebe asked is the tongue of a trailer would be included in the maximum allowable (30') length, or if the length requirement would apply only to the recreational vehicle (such as a boat) and not the trailer.
- Vice-Chairman Humphrey stated that any portion of the trailer should not extend into the public right-of-way.
- Commissioner Kruckman stated that she felt the tongue of trailer should be allowed within the right-of-way because a person can see over the trailer tongue and it would not obstruct a person's view.
- There was much discussion by the Planning Commission about whether there should just be a minimum setback requirement from the curb within the entire City. City staff noted that the right-of-way width on streets within the City varies greatly; there is not uniformity in boulevard widths.
- Christianson stated that the City Attorney would need to render an opinion about allowing parking of recreational vehicles, and specifically the tongue of a trailer, within the City right-of-way/boulevards. The Planning Commission requested a legal opinion on the matter.
- Humphrey expressed his desire to have an easily understood ordinance and an enforceable ordinance.
- Sevenson stated that she had completed an inventory of all properties in the City which currently have gravel side parking areas alongside their garages. These would be considered grandfathered under the draft ordinance which requires a paved or concrete surface.

Regarding the storage of garbage cans, feedback and discussion was as follows:

- Kruckman expressed concern about people having to move landscaping along sides of homes to accommodate garbage can storage.
- Priebe expressed concern about people having to do extra snow removal to place garbage cans on the side of the home.
- Priebe stated that it was not a good use of City staff time to enforce codes related to storage of garbage cans.
- Kruckman stated that she felt the City Code should regulate overflowing garbage cans but not the placement/location of garbage can storage. Christianson stated this topic (overflowing garbage cans) is currently regulated under another section of the City Code.
- Christianson reviewed the statistics regarding storage of garbage cans, stating that of the 44% who were currently not complying with City Code, approximately 50% of those already had garbage cans stored on the side of the home. Therefore, approximately 22% of the homes in the City would not be complying with the proposed draft ordinance.
- Kruckman asked what the concern was about the storage garbage cans. Christianson stated that the concern was the visual impact on the neighborhood.
- Sevening stated that City staff has received complaints regarding where people store their garbage cans, which is what prompted the discussion on the topic.
- Hansen stated that she feels the current draft ordinance is a compromise between the current ordinance, which does not allow garbage cans to be stored outside, and not regulating their placement.
- Kruckman wants to concentrate on regulating overflowing trash and not garbage can placement.
- Hansen and Humphrey stated that they support the draft ordinance as presented, which allow outside storage of garbage cans on the side of the garage but not in the front yard.
- Kruckman and Priebe stated that they do not believe that the placement of garbage cans should be regulated by the City.
- Sevening reviewed Sections 5-1-5 and 11-4-3-A of the City Code that currently state garbage must be contained within enclosed containers.

Sevening explained that a public hearing is required for the proposed zoning ordinance amendments. She also explained how the City might advertise any proposed and/or adopted amendments to the ordinance such as Facebook posts, etc.

Christianson advised the Commission that City staff needed to advance two large projects being worked on so this ordinance amendment item may not be scheduled for discussion on the next Planning Commission meeting. Vice-Chairman Humphrey suggested that the most important projects be advanced as a priority, and that these possible ordinance amendments be processed before the spring of 2020. Staff indicated that they had enough information and feedback from the Commission to schedule a public hearing in the future.

9. MISCELLANEOUS

A. Community Development Updates

Christianson noted that a report containing Community Development updates was included in the Planning Commission Packet. Specifically reviewed was the status of the Christmas Pines, Boulder Heights, Dakota Acres 1st and 2nd Additions, Elko New Market Commerce Center, and the Degross property.

B. Planning Commission Questions and Comments

Commissioner Hansen suggested that the packets be digital and not printed. Christianson noted that a laptop would be needed at the Planning Commission meeting if they wanted only a digital copy of the packet. Humphrey requested a digital packet only. Priebe requested a printed packet.

10. ADJOURNMENT

The meeting was adjourned at 8:16 p.m. by order of the Vice-Chair.

Submitted by:



Renee Christianson
Community Development Specialist

**MINUTES
CITY OF ELKO NEW MARKET
PLANNING COMMISSION MEETING
NOVEMBER 26, 2019
7:00 PM**

1. CALL TO ORDER

Chairman Smith called the meeting of the Elko New Market Planning Commission to order at 7:00 p.m.

Commission members present: Smith, Humphrey, Kruckman, and Hanson

Members absent and excused: Priebe, and Ex-officio member Anderson

Staff Present: Community Development Specialist Christianson,
Planner Sevensing

2. PLEDGE OF ALLEGIANCE

Chairman Smith led the Planning Commission in the Pledge of Allegiance.

3. APPROVAL OF AGENDA

A motion was made by Kruckman, seconded by Humphrey to approve the agenda as submitted. Motion carried: (4-0).

4. PUBLIC COMMENT

There was no public comment.

5. ANNOUNCEMENTS

There were no announcements.

6. APPROVAL OF MINUTES

A. It was moved by Humphrey and seconded by Hansen to approve the minutes of the October 29, 2019 meeting as submitted. Motion carried: (4-0).

7. PUBLIC HEARINGS

A. None

8. GENERAL BUSINESS

A. Adelman Property – Review of Draft AUAR

Christianson introduced the agenda item and outlined history of the Adelman property and discussions that have occurred between the Adelman family, the City of Elko New Market, and New Market Township in regards to development of the property. She explained that in 2007 the City and Adelman's entered into a Memorandum of Understanding (MOU) regarding future development of their property located north of CSAH 2. The MOU outlined tasks that needed to be completed before the development of the property could occur, including:

- Extension of the Metropolitan Council Sanitary Sewer Interceptor
- Development of a concept plan for the property for review by the City
- An Orderly Annexation Agreement between the City and the Town
- Completion of an Interchange Design Study by County and City
- Update of the City's 2030 Comprehensive Plan
- Completion of an AUAR (environmental study) by the Adelman's
- City and Adelman's entering into a Pre-development Agreement prior to Annexation
- Annexation
- Adelman's placing escrow funds with the City for City costs

Christianson also explained that in 2012 the City and Township entered into an Orderly Annexation Agreement (OAA) which outlined terms and conditions for annexation of the property located north of CSAH 2. The agreement outlines that the property can be annexed by the City by adoption of a resolution, upon the following:

- Property owner application for annexation
- Execution of a pre-development agreement by the City and the property owner, and
- The City determining that the proposal does not constitute a premature subdivision

She reviewed items that have been completed in preparation of development of the property, including:

- Extension of the Metropolitan Council Sanitary Sewer Interceptor (2010)
- Completion the City's 2030 Comprehensive Plan (2010)
- Study of the future interchange design (2010 and 2016)
- Agreement by government agencies of future interchange design (2016)
- Preliminary geotechnical exploration (2017)
- Preparation of concept development plans and marketing materials (2018)
- Preparation of, and concurrence with, a Wetland Delineation Report for the property (2018)
- Preparation of a Traffic Impact Study (2018)
- Preparation of a Phase I Environmental Site Assessment (2018)

Christianson continued by explaining what an AUAR is, its purpose, how it is used, the various components of an AUAR, and she specifically reviewed key findings contained within the Adelman Property AUAR, including:

- Land Use Issues. Development as proposed requires an amendment to the City's Comprehensive Plan.
- Utility Issues. Water needs to be extended to the site prior to development. A new sanitary sewer trunk line is needed to service the northern portion of the property.
- Transportation Issues. The proposed development will have an impact on the surrounding transportation system and intersections located along CSAH 2 near the project vicinity. The development will accelerate failing levels of service at multiple intersections, causing the need for intersection control at various intersections. There will likely be cumulative effects on the transportation system if the Ryan and Adelman properties develop simultaneously.
- Contamination/Hazardous Materials/Waste Issues. The Phase 1 Environmental Site Assessment identified potential areas of contamination on the site that require further investigation.
- Fish/Wildlife/Ecological Resources. Approximately half of the site provides temporary and low quality habitat cover to local wildlife populations. Up to 5.85 acres of the 42.45 acres of delineated wetlands may be impacted as a result of the full buildout scenario.

Following the presentation by Christianson and dialogue with the Planning Commission, it was moved by Smith and seconded Kruckman to recommend acceptance of the AUAR report to the City Council, subject to changes recommended by City staff, and recommend authorization of the 30-day comment period. Motion carried: 4-0.

B. 2040 Comprehensive Land Use Plan – Review of Draft

Christianson introduced the agenda item. Christianson stated that significant work had been completed on the draft 2040 Comprehensive Plan and reviewed with the Planning Commission, but that work had come to a standstill over the past year based on workload issues. She noted that there are three new planning commissioners so the entire draft Plan would be reviewed.

Christianson began by explaining what a Comprehensive Plan is, its purpose, and the mandate that metro area cities and counties must complete a plan update every 10 years to ensure consistency with regional system plans and policies. She reviewed the individual chapters that are included in the draft Plan, including the following:

- Planning Framework (Issue Identification)
- Inventory / Community Profile
- Demographics & Existing Conditions
- Policy Plan
- Natural Environment
- Land Use
- Housing
- Solar

- Transportation
- Parks and Trails
- Water
- Sanitary Sewer
- Stormwater
- Implementation Plan

Specifically reviewed were the results of the community survey, which summarized perceptions of the community, both in terms of strengths and weaknesses, issues and opportunities, land uses (residential, commercial, industrial), transportation, parks and trails.

Planner Sevensing reviewed the draft chapters related to the Policy Plan, the Natural Environment Plan, Demographics, the Park and Trail Plan, and the Implementation Plan. Christianson reviewed the draft chapters related to the Land Use Plan, Housing Plan, Solar Plan, Transportation Plan, and the Water, Sanitary Sewer, and Stormwater Plans.

The Planning Commission received the information that was presented, and was advised that the draft 2040 Comprehensive Plan would be scheduled on the again December meeting agenda for review before forwarding to the City Council.

9. MISCELLANEOUS

A. Community Development Updates

Christianson noted that a report containing Community Development updates was included in the Planning Commission Packet. There were no additional questions or comments regarding the updates.

B. Planning Commission Questions and Comments

There were no Planning Commission questions or comments.

10. ADJOURNMENT

It was moved by Smith and seconded by Hansen to adjourn the meeting at 9:18 p.m.

Submitted by:



Renee Christianson
Community Development Specialist

ENM Parks Commission Update

November 27, 2019

Happy Thanksgiving!

1. The construction of the Disc Golf Course has been completed and is open for use, as of Monday October 28th! If you'd like to play, then pick up a disc at City Hall and give it a try! We've already had a few players try it despite the cool weather!
2. The Wagner Park Shelter closed on Monday, 10/28 for the Winter, as planned, and winterization of the Shelter is now complete. The Food Shelf will continue to use it for the Winter...fortunately, no space heaters were needed for November! Chamber of Commerce will use it for their annual Tree Lighting Ceremony the evening of Saturday December 7th.
3. The City will start to accept Wagner Park Shelter Rental Apps on Monday, December 2nd for 2020...there's usually a few folks waiting at the door to get their first choice!
4. I will have the updated 2019 Budget Report thru November for the December Parks Commission.
5. You'll see the Windrose 8th/Woodcrest Trail project on the December Parks Commission Meeting. The Pete's Hill SF residential housing project has begun, so the proposed trail segments can be paved by the Parks Commission...I now have the figures for doing that trail segment. In speaking with the City Engineer, he has suggested combining the 2 to save \$, but the project would not be done until next Spring. I'll be requesting that the grant funding deadline be extended by the SMSC, so that we can accommodate both segments at a lower cost and hope to have an answer from them by our December Meeting.
6. The Rowena Pond Park RePurposing Master Plan is now underway. Along with City Engineer, I went over resolution of their current drainage problems and possible options with the 3 neighbors most directly affected by the project on August 8th and August 20th. They were all very positive about the project. The City Engineer completed final plans and specs for this project, which I will have at the December Parks Commission meeting. If approved, then we can begin to schedule the project for next Spring. I have sent an update to the 3 affected properties on the project status.
7. Jessica Davidson joined us at our October meeting to discuss possible options for our Winter programming at the Elko New Market Library. She is

working on securing the events suggested by the Commission – the RAD Zoo, Fitness Boomers, Glowsticks, and Mad Science – for our “March Madness” Winter programming. We hope to have the schedule “nailed down”, so that we can begin to spread the word earlier than previous years.

8. I have been working with the City Planner on completing the Parks Element of the City’s Comp Plan for submission to the Metropolitan Council. The Draft, including the Park Element, was presented to the Planning Commission on Tuesday, November 26th.
9. I also continue to work with the Food Shelf, which will be using the Wagner Park Shelter this Winter, on space heaters, parking and bathrooms to facilitate this program. City Staff will continue to look for a permanent location for them.
10. The Chamber of Commerce will be using Wagner Park facilities for their Annual Holiday Tree Lighting Event on Saturday, December 7th.
11. As you know, the Parks Commission made a final decision at the November Meeting to accept the proposal from Webber Recreational Design, which included an Accelerator Swing and Ten Spin to replace an old swing set and balance beam at Old City Hall Park. I was asked to check on what the actual swing was made out of and report back to Commissioners. Jay Webber, owner of the company, showed me that it was made out of light aluminum alloy with rubber around the edges for more cushioning and meets all safety standards. We are working on finalizing the cost for the 2 pieces – currently, the equipment is \$8,452.48, but there remains a possible 2% discount. The city would buy the equipment this year with installation in mid-April, 2020. Public Works crews will be doing the demolition of the existing belt swingset and the balance beam, which will save about \$1,000 on the project costs. More on the layout and schedule at the December 10th Parks Commission meeting – the updated layout of the playground equipment will now allow another piece to be purchased at a later date.
12. Also, on the December Meeting Agenda will be our Annual Goals session for 2020 projects; Minnesota Recreation and Parks Association dues invoice for 2020; and review of the fees for the Wagner Park Shelter and any additional ones, such as for field use.
13. Eagle Scout candidate, Ryan Huberty, who appeared at our November Parks Commission Meeting, is obtaining approvals for his project for improving the flagpole area in Wagner Park Shelter. He hopes to begin it in early April

2020 weather dependent. This will be the 14th Eagle Scout project that we've done in the parks in the last 10 years!

14. The additional Pet Waste Stations have been on backorder for a couple of months, but I have received word from the company that they are now available, so I'll be ordering them before the end of the year.
15. See you on Tuesday, December 10th @ 4 PM @ ENM City Hall for our December Parks Commission Meeting. And...thanks for your service for our parks and recreational programs!

**COMMUNITY AND CIVIC EVENTS COMMITTEE (CCEC) MEETING
November 19, 2019 Minutes**

Meeting was called to order by voice vote at 5:00 PM in the ENM City Hall Conference Room B.

Members Attending: Janelle Kirsch, Terre Larsen and Jodi Muelken.

Others Attending: Lynda Jirak and Mark Nagel

Absent: Chair Mike Sutton, Amanda Cambronne, Lori Nelson, Toni Maat, Leander Wagner, and Dawn Seepersaud.

There was not a quorum of members for this meeting.

Members present and others attending discussed suggestions that could be made to better the Halloween party in the future. Suggestions were written on the whiteboard for discussion. The following were suggestions:

- Switch registration table with pre-registration table and add one more person to registrations.
- Move prizes to another spot. This area was too small for picking up photos and children with parents looking through the prizes with buckets.
- Put more games in gym –spread games out more.
- More popcorn and Twinkies for the Cakewalk
- Better explanation of Cakewalk.
- 2 volunteers at each game ALL the time.
- Eliminate passport?? Public was confused if needed to do all games as not all games are listed on passport. Discussion regarding adding all games to passport or making it into a book form for next year. Also adding rules to the back of passport along with name and phone number
- Donation bucket near photos for those that wish to contribute.
- Better signage to get to school. Signs don't have address of school on them.
- Sign up sheet for volunteers. Names of volunteers written down so committee can address who is at each game.

Consensus of those present was to have Staff send an email with the above suggestions to check and see if they had any more to add. No further action was taken on this item.

A list of donations made to CCEC was included in packet. Not included in packet were numbers for registrations. 152 children were pre-registered and 112 children were

walk-ins. \$983.00 was collected for registrations. No further action was taken on this item.

A printout of the budget was included in the packet. Mark Nagel stated the budget just showed expenses and didn't reflect revenue and donations and amount allotted from the City Council, so it appeared that the Committee was over budget for 2019. He said that he would have the correct accounting for the next meeting for 2019. No further action was taken on this item.

Janelle Kirsch has booked Eagle View Elementary School for the Easter Egg Hunt on Saturday, April 4, 2020.

The next Meeting of the CCEC will be on Tuesday, January 21, 2020 at 5:30 PM at ENM City Hall, since consensus of those present was that there will be no CCEC meeting in December.

There were no additional comments from the Committee members offered at the November Meeting.

Meeting closed at 6:08 PM.

Respectfully submitted,

Lynda Jirak, Deputy Clerk