

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, FEBRUARY 14, 2019**

**BUSINESS MEETING
6:30 PM**

1. Call to Order

2. Pledge of Allegiance

3. Adopt/Approve Agenda

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

5. Public Comment

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

6. Consent Agenda

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

- a. Approve January 10, 2018 Minutes of the City Council Meeting
- b. Approve January 24, 2018 Minutes of the City Council Meeting
- c. Approve Payment of Claims and Electronic Transfer of Funds
- d. Approve Memorandum of Understanding Regarding Adelman Property Alternative Urban Areawide Review
- e. Approve Joint Powers Agreement Designating the City of Elko New Market as Lead Agency for Right-of-Way Acquisition for CSAH 2 & 91 Roundabout Project
- f. Right-Of Way Acquisition Services for CSAH 2 & 91 Roundabout Project
 - i. Approve Professional Services Agreement between the City of Elko New Market and SRF to provide Right-of-Way Agent Services for the CSAH 2 & CSAH 91 Roundabout Project
 - ii. Consent to Preliminary Terms Regarding Easement Acquisition with KL Group, LLC and New Market Bank

7. Public Hearings

8. General Business

- a. Accept of Donation from Fire Relief
 - i. Resolution 19-09 Accepting Cash Donation From The Elko New Market Fire Relief Association
- b. Request for Waiver of Fees – Lucast

9. Reports

- a. Administration
- b. Public Works
 - i. Monthly Report - January 2019
- c. Police Department
 - i. Monthly Report – January 2019
- d. Fire Department
- e. Engineering
- f. Community Development
 - i. Community Development Updates
 - ii. 2018 Building Permit Summary
 - iii. Vacant Lot Inventory
 - iv. Demographic Comparison
- g. Parks Department
 - i. Monthly Parks & Recreation Update
- h. Other Committee and Board Reports
 - i. Scott County Association for Leadership and Efficiency (SCALE)
 - ii. Minnesota Valley Transit Authority (MVTA)
 - iii. I35 Solutions Alliance
 - iv. Chamber of Commerce
 - v. Civic & Community Events Committee (CCEC)
 - vi. Downtown Improvement Committee

10. Discussion by Council

11. Adjournment

1. CALL TO ORDER

The meeting was called to order by Mayor Julius at 8:04 p.m.

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

Members Absent: None

Also Present: City Administrator Terry, Interim Police Chief Bell, City Attorney Poehler, City Engineer Revering.

2. PLEDGE OF ALLEGIANCE

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

3. OATH OF OFFICE

- a. Councilmember Timmerman
- b. Councilmember Berg
- c. Mayor Julius

4. ADOPT/APPROVE AGENDA

Staff indicated there were no changes.

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

5. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

None.

6. ANNUAL ORGANIZATIONAL MATTERS

- a. Annual Organizational Matters
 - i. Adopt Resolution 19-01 Relating to the Organization of the City of Elko New Market
City Administrator Terry presented the 2019 Annual Organizational Matters that were included in Resolution 19-01.

Councilmember Timmerman indicated she would like to be appointed as Acting Mayor.

MOTION by Councilmember Berg, seconded by Councilmember Seepersaud, to approve Resolution 19-01 Relating to the Organization of the City of Elko New Market. **APIF, MOTION CARRIED. MAYOR JULIUS ABSTAINED.**

- ii. Adopt Resolution 19-02 Authorizing the Mayor, the City Clerk/Administrator, and the Assistant City Administrator/Deputy Clerk to Act as Official Signatories for City of Elko New Market Checks and Payroll.

City Administrator Terry presented the 2019 Annual Organizational Matters related to appointing individuals to represent the City on the various Boards and Committees.

Scott County Association for Leadership and Efficiency (SCALE) – send all City Council Members to the meetings.

SCALE Executive Committee representative for 2019 will be Mayor Julius with City Administrator as alternate.

Scott Joint Prosecution Association (SJPA) representative for 2019 will be City Administrator with Chief of Police as alternate.

Joint Regional Training Facility Board (JRTF) representative for 2019 will be City Administrator with Chief of Police as alternate.

I-35W Solutions Alliance representative for 2019 will be Councilmember Berg with City Administrator as alternate.

Fire Relief Board representatives for 2019 will be Councilmember Timmerman and City Administrator.

Project Staff Meeting has been suspended. The Development Review Team (DRT) will continue to meet on an as needed basis. Representative for 2019 will be Mayor Julius with Councilmember Timmerman as alternate.

Community and Civic Events Committee (CCEC) representative for 2019 will be Councilmember Seepersaud.

Minnesota Valley Transit Authority (MVTA) representative for 2019 will be City Administrator or their designee (if permitted) or Councilmember Timmerman with City Administrator as alternate.

50/30 Live, Learn, Earn (Collective Impact) – The Council did not appoint a representative.

There were no objections of appointments indicated by the City Council.

MOTION by Councilmember Timmerman, seconded by Councilmember Berg to appoint individuals to represent the City on various Boards and Committees. **APIF, MOTION CARRIED.**

7. PUBLIC COMMENT

Commissioner Wolf congratulated the City Councilmembers on appointments to the Council. He also updated the Council on concerts coming to the Elko Music Festival. He made a presentation to the City Council regarding the YMCA application indicating there was resident disapproval. He reviewed new staff appointments in the City. He also reviewed the I-35 project.

8. CONSENT AGENDA

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

- a. Approve December 20, 2018 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Approve Agreement for Recording Secretarial Services

APIF, MOTION CARRIED

9. PUBLIC HEARINGS

None

10. GENERAL BUSINESS

Declaring Vacancy on City Council and Appointing Councilmember

- i. Resolution 19-03 Declaring Vacancy on City Council and Appointing Councilmember.

The Council discussed the candidates and appointed Mr. Jon Schwichtenberg to fill the vacancy on the City Council.

MOTION by Councilmember Berg, second by Councilmember Timmerman, to Adopt Resolution 19-03 declaring a vacancy on the City Council and appointing John Schwichtenberg as a City Councilmember. **APIF, MOTION CARRIED**

11. REPORTS

- a) ADMINISTRATION

Part Time Staff

City Administrator Terry recapped his discussion with Sandy Green indicating he requested her to work on a part-time basis for the City. Council supported the idea.

Police Officer Interviews

City Administrator Terry updated the City Council on the Police Officer interviews. Eight of twenty-two candidates will move onto the second round of interviews. He noted January 23rd will be the second round interview date.

Councilmember Seepersaud indicated she could attend the interviews as the Council representative on the interview panel.

- b) PUBLIC WORKS

Written report included in Council Packet.

- c) POLICE DEPARTMENT

Written report included in Council Packet.

- d) FIRE DEPARTMENT

None

- e) **ENGINEERING**
City Engineer Revering updated the City Council on the notifications for street improvements.
- f) **COMMUNITY DEVELOPMENT**
Written report included in the Council Packet.
- g) **PARKS DEPARTMENT**
Written Parks Commission Update and Minutes included in Council Packet.
- h) **OTHER COMMITTEE AND BOARD REPORTS**
 - i. **SCALE**
Councilmember Berg indicated he would like to go to this meeting along with Mayor Julius.
 - ii. **MVTA**
None.
 - iii. **I35 SOLUTIONS ALLIANCE**
Councilmember Berg updated the Council on the meeting.
 - iv. **CHAMBER OF COMMERCE**
City Administrator Terry updated the Council on the Chamber of Commerce activities.
 - v. **CCEC**
None
 - vii. **DOWNTOWN IMPROVEMENT COMMITTEE**
None

12. DISCUSSION BY COUNCIL

Councilmember Seepersaud thanked all of the applicants for applying and going through the interview process.

Mayor Julius updated the Council on a possible retreat for the Council to discuss items openly and map out 2019.

13. ADJOURNMENT

MOTION by Councilmember Timmerman, second by Councilmember Berg, to adjourn the meeting at 8:51 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by:

Thomas Terry, Acting City Clerk

1. CALL TO ORDER

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

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

Members Absent: None

Also Present: City Administrator Terry, Interim Police Chief Bell, City Attorney Poehler, City Engineer Revering

2. PLEDGE OF ALLEGIANCE

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

3. ADOPT/APPROVE AGENDA

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

4. OATH OF OFFICE

Oath of Office for Councilmember Schwichtenberg

5. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS (PP&A)

None

6. PUBLIC COMMENT

None

7. CONSENT AGENDA

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

- a. Approve Payment of Claims and Electronic Transfer of Funds
- c. Adopt Resolution 19-04 Accepting 2018 Donations
- d. Conduit Bonding Policy
 - a. Resolution 19-05 Adopting Private Activity / Conduit Revenue Debt Policy
 - b. Ordinance 184 Amending City of Elko New Market Fee Schedule, Ordinance No. 183, Concerning Conduit Financing
- e. Adopt Resolution 19-07 Approving One Day Gambling Permit for N.E.W. Lions on May 3, 2019
- f. Approve Employment Agreement Between the City of Elko New Market and Sandra Green

APIF, MOTION CARRIED

8. GENERAL BUSINESS

Appointing of Planning Commissioner

City Administrator Terry requested the City Council consider adopting Resolution 19-06, appointing Todd Priebe to the Planning Commission. **MOTION** by Councilmember Timmerman, second Councilmember Berg, to adopt Resolution 19-06, Appointing Todd Priebe to the Planning Commission. **APIF, MOTION CARRIED**

Mayor Julius gave the Oath of Office for Commissioner Todd Priebe.

Appointment of Council Representative to Administrative Board of Appeals

City Administrator Terry requested the City Council consider appointing a Council Representative to the Administrative Board of Appeals. After discussing this item, the City Council appointed Councilmember Berg as representative to the Administrative Board of Appeals. **MOTION** by Councilmember Timmerman, second Councilmember Seepersaud, to appoint Councilmember to serve as Council representative on Administrative Appeals Board. **APIF, MOTION CARRIED**

9. REPORTS

a) ADMINISTRATION

MVTA Appointment

City Administrator Terry requested the City Council to appoint Councilmember Schwichtenberg as representative on the MVTA Board. **MOTION** by Councilmember Timmerman, second Councilmember Berg, to appoint Councilmember Schwichtenberg as representative on the MVTA Board. **APIF, MOTION CARRIED**

b) PUBLIC WORKS

Written report included in Council Packet.

c) POLICE DEPARTMENT

Verbal Update given by Interim Chief of Police Craig Bell.

d) FIRE DEPARTMENT

None

e) ENGINEERING

None

f) COMMUNITY DEVELOPMENT

Verbal Update given by Community Development Specialist Christianson and City Engineer Revering on Community Development projects going on in the City including the Dakota Acres townhome project. The City Council discussed the townhome project with staff.

g) PARKS DEPARTMENT

Written Parks Commission Update and Minutes included in Council Packet.

h) OTHER COMMITTEE AND BOARD REPORTS

i. SCALE

None

ii. MVTA

None

iii. I35 SOLUTIONS ALLIANCE

None

iv. CHAMBER OF COMMERCE

None

v. REGIONAL COUNCIL OF MAYORS

None

vi. COMMUNITY AND CIVIC EVENTS COMMITTEE

Written Community and Civic Events Committee Update and Minutes included in Council Packet.

vii. DOWNTOWN IMPROVEMENT COMMITTEE

Mayor Julius updated the Council on Committee discussion items.

Mayor Julius recessed the Business Meeting at 7:57 p.m. The Business Meeting reconvened at 8:00 p.m.

10. PUBLIC HEARINGS

2019 Streets Rehabilitation Project

Mayor Julius opened the public hearing at 8:00 p.m.

City Engineer Revering presented the 2019 Streets Rehabilitation Projects.

Mr. Berry Ulmen, 9055 Glenborough Drive, stated at the first meeting there was discussion regarding a six-hundred-dollar assessment and now the assessment has doubled. City Engineer Revering indicated there was a computational error and not all of the asphalt was accounted for.

Ms. Marilyn Wolter, 9511 Main Street, asked if her assessment will be for one house or the three, she is paying property taxes on. City Engineer Revering indicated this would need to be looked into.

Mr. Robert Ripley, Owner Bullseye Saloon, 9646 Main Street, stated there are some differences between residential and commercial property assessments. He would like the Council to consider how some of the costs are allocated between residential and commercial. He was in agreement with the sales pitch for the overlay versus the chip coating. He summarized the assessments and how he thought the allocations should be allocated. He

asked the City Council to consider changing the 60/40 allocation for this project to 75/25 for the parking lot.

City Administrator Terry submitted a written comment from Ms. Carolyn Miller, 26315 Xerxes Avenue, Elko.

Mr. Joel Klein, 26071 Xerxes Avenue, asked if Xerxes Avenue will be widened or only repaved. City Engineer Revering noted there would not be any changes to the width of Xerxes, only paved.

The City Council discussed the street rehabilitation projects with staff.

MOTION by Councilmember Berg, seconded by Councilmember Timmerman, to close the public hearing at 8:42 p.m. **APIF, MOTION CARRIED**

MOTION by Councilmember Berg, seconded Councilmember Schwichtenberg, to adopt Resolution 19-08 Ordering Improvement for Project No. T17.116817. **APIF, MOTION CARRIED**

11. DISCUSSION BY COUNCIL

Councilmember Berg asked City Staff if the City had an ADA Transition Plan. City Engineer Revering noted currently there is not a plan in place, but one is in progress.

Mayor Julius reviewed Met Council activities. He asked if the City Council would be open to submitting a letter of support for the City's current representative, Wendy Wolff. The City Council discussed this item and agreed to have staff submit a letter of support.

12. ADJOURNMENT

MOTION by Councilmember Berg, second by Councilmember Timmerman, to adjourn the meeting at 8:53 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by:

Thomas Terry, Acting City Clerk



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	February 14, 2019
PREPARED BY:	Stephanie Fredrickson, Administrative Assistant
REQUESTED ACTION:	Approve Payment of Current Claims

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

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

BUDGET IMPACT:

Budgeted

Attachments:

- Check Summary Register

***Check Summary Register©**

February 14, 2019

Name	Check Date	Check Amt	
AUTOPAYS			
Paid Chk# 005911EPERA	1/24/2019	\$6,990.30	Vendor Liability
Paid Chk# 005912EMN DEPT OF REVENUE	1/24/2019	\$2,008.08	Vendor Liability
Paid Chk# 005913INTERNAL REVENUE SERVICE	1/24/2019	\$19,475.14	Vendor Liability
Paid Chk# 005914EMN DEPT OF REVENUE	12/31/2018	\$224.00	4 th Qtr Sales Tax 2018
Paid Chk# 005915EHEALTH EQUITY, INC.	1/25/2019	\$9,803.92	HSA city-Kellie & Yrly EE Cont
Paid Chk# 005916EUNUSED NUMBER - VOID			
Paid Chk# 005917EHEALTH EQUITY, INC.	1/7/2019	\$32.45	HSA Monthly Fee
Paid Chk# 005918EUNUSED NUMBER - VOID			
Paid Chk# 005919EHEALTH EQUITY, INC.	1/10/2019	\$19,482.30	HSA2018City
Paid Chk# 005920EUNUSED NUMBER - VOID			
Paid Chk# 005921ENORTHERN TOOL & EQUIPMENT	1/31/2019	\$689.98	Repairs & Maint Air Compressor
Paid Chk# 005922EPERA	2/6/2019	\$6,622.05	Vendor Liability
Paid Chk# 005923EMN DEPT OF REVENUE	2/6/2019	\$1,839.81	Vendor Liability
Paid Chk# 005924INTERNAL REVENUE SERVICE	2/6/2019	\$8,929.67	Vendor Liability
Paid Chk# 005925EMN VALLEY ELECTRIC COMPANY	1/22/2019	\$128.00	268X Xerxes Water Tower
Paid Chk# 005926EHEALTH EQUITY, INC.	2/6/2019	\$538.84	HAS EE Contribution Monthly
Paid Chk# 005927EXCEL ENERGY	2/1/2019	\$4,904.94	601 Main Street
Paid Chk# 005928EPSN	2/5/2019	\$1,059.09	Webstore/Credit Card Processin
Paid Chk# 005929EDAKOTA ELECTRIC ASSN	2/1/2019	\$127.67	Ptarmigan Drive Streetlights
Paid Chk# 005930EMINNESOTA ENERGY RESOURCES	2/15/2019	\$429.59	26518 France Avenue
Paid Chk# 005931EMINNESOTA ENERGY RESOURCES	2/15/2019	\$77.21	26518 France Avenue
Paid Chk# 005932EXCEL ENERGY	2/21/2019	\$235.55	Storage
Paid Chk# 005933EXCEL ENERGY	2/22/2019	\$185.05	Lift Station / 10010 Ptarmigan
Paid Chk# 005934EXCEL ENERGY	2/25/2019	\$2,895.06	25499 Natchez Ave - Water Trea
Paid Chk# 005935EXCEL ENERGY	2/22/2019	\$871.90	Wellhouse - 26460 France Ave
Paid Chk# 005936EXCEL ENERGY	2/22/2019	\$981.20	26536 France Ave
Paid Chk# 005937EMN VALLEY ELECTRIC COMPANY	2/9/2019	\$21.91	City of Elko Park, Elko
Paid Chk# 005938EXCEL ENERGY	2/22/2019	\$538.65	Library - 100 J Roberts Way
Paid Chk# 005939EMN VALLEY ELECTRIC COMPANY	2/22/2019	\$1,373.93	Streetlights, Elko
Paid Chk# 005940EMN VALLEY ELECTRIC COMPANY	2/22/2019	\$73.32	Glenborough Dr & Chowen
Paid Chk# 005941EMN VALLEY ELECTRIC COMPANY	2/22/2019	\$44.69	27059 Beard Ave Lift Pump
Paid Chk# 005942EMINNESOTA ENERGY RESOURCES	2/20/2019	\$22.56	408 Carter Street
Paid Chk# 005943EMINNESOTA ENERGY RESOURCES	2/20/2019	\$24.41	359 James Parkway
Paid Chk# 005944EMINNESOTA ENERGY RESOURCES	2/20/2019	\$334.01	110 J Roberts Way - Library
Paid Chk# 005945EMINNESOTA ENERGY RESOURCES	2/15/2019	\$70.23	26518 France Avenue
Paid Chk# 005946EMINNESOTA ENERGY RESOURCES	2/15/2019	\$909.99	PW Facility - Gas Utilities
Paid Chk# 005947EMINNESOTA ENERGY RESOURCES	2/14/2019	\$1,237.55	25499 Natchez Ave - WTP
Paid Chk# 005948EMINNESOTA ENERGY RESOURCES	2/21/2019	\$1,267.68	50 Church Street
TOTAL		\$94,450.73	
PRE-PAIDS			
Paid Chk# 039409 SCOTT COUNTY TREASURER	1/29/2019	\$3.59	Property Tax PID 230030100
Paid Chk# 039410 BENEFIT EXTRAS, INC	2/4/2019	\$275.00	COBRA Admin Setup Fee
Paid Chk# 039411 NEW MARKET BANK	2/4/2019	\$8,160.00	New Market Bank Loan 14993
Paid Chk# 039412 IUOE LOCAL #49	1/24/2019	\$140.00	Union Dues- Marty Deutsch
Paid Chk# 039413 METROPOLITAN COUNCIL	2/4/2019	\$19,776.67	WWS Charges- February 2019
Paid Chk# 039414 SCOTT COUNTY ATTORNEY OFFICE	2/4/2019	\$8,008.18	Q3- JUL 2018
TOTAL		\$36,363.44	
CHECK REGISTER			
Paid Chk# 039415 AEM FINANCIAL SOLUTIONS, LLC	2/14/2019	\$8,167.44	Financial Services - Jan 2019
Paid Chk# 039416 ANCOM COMMUNICATIONS, INC.	2/14/2019	\$195.00	PD - Pagers
Paid Chk# 039417 BAYCOM, INC	2/14/2019	\$4,842.00	Chief 2 Laptop
Paid Chk# 039418 BOLTON & MENK	2/14/2019	\$41,340.50	T17.116817 - 2019 Pavement Reh
Paid Chk# 039419 CEDAR LAKE ELECTRIC, INC.	2/14/2019	\$2,630.00	PW - Building Maint
Paid Chk# 039420 CINTAS CORPORATION NO. 2	2/14/2019	\$75.94	PW UNIFORMS
Paid Chk# 039421 CITY OF BURNSVILLE	2/14/2019	\$146.55	JPA Admin Fee - Streets
Paid Chk# 039422 CORE & MAIN LP	2/14/2019	\$185.00	PW - Water Repairs
Paid Chk# 039423 DVS RENEWAL	2/14/2019	\$51.00	Tabs - 08 Ford
Paid Chk# 039424 ENM FIRE RELIEF ASSN.	2/14/2019	\$5,000.00	2019 Reimburse Retirement Supp
Paid Chk# 039425 FASTENAL COMPANY	2/14/2019	\$132.13	PW - Building Maint
Paid Chk# 039426 HAWKINS, INC.	2/14/2019	\$10.00	PW - Water Chemicals
Paid Chk# 039427 INTERSTATE ALL BATTERY CENTER	2/14/2019	\$317.25	PW - Fleet Maint & Equip
Paid Chk# 039428 JOHNSON TOWING INC	2/14/2019	\$230.00	ICR#18-3000 - PLT#ADK951

CITY OF ELKO/NEW MARKET

02/06/19 3:51 PM

Page 2

*Check Summary Register©

February 14, 2019

	Name	Check Date	Check Amt	
Paid Chk#	039429	KELLEY FUELS, INC.	2/14/2019	\$2,488.13 PW - Fuel
Paid Chk#	039430	KIRVIDA FIRE, INC.	2/14/2019	\$522.57 FD - Truck Maint
Paid Chk#	039431	LEAGUE OF MN CITIES	2/14/2019	\$285.00 Kate Timmerman Land Use Classe
Paid Chk#	039432	MN CITY/COUNTY MGMT ASSN.	2/14/2019	\$175.00 2019 Winter Workshop - Tom
Paid Chk#	039433	MENARDS - DUNDAS	2/14/2019	\$78.52 PW - Water Repairs
Paid Chk#	039434	METROPOLITAN COUNCIL	2/14/2019	\$425.00 2018 Permit Fee
Paid Chk#	039435	MIDWEST SAFETY COUNSELORS, INC	2/14/2019	\$760.00 Safety Training 1/17/19
Paid Chk#	039436	MN CRITTER GETTERS, INC.	2/14/2019	\$1,200.00 Monthly Animal Control
Paid Chk#	039437	MN PUBLIC FACILITIES AUTHORITY	2/14/2019	\$43,040.00 GO Bond Interest - PFA Loan
Paid Chk#	039438	MOORE MEDICAL LLC	2/14/2019	\$503.25 FD - Medical Supplies
Paid Chk#	039439	MUNICIPAL INSPECTIONS, INC.	2/14/2019	\$2,192.80 Erosion Control Inspections
Paid Chk#	039440	NAPA AUTO PARTS	2/14/2019	\$145.35 PW - Fleet Maint & Equip
Paid Chk#	039441	QUILL CORPORATION	2/14/2019	\$451.91 Operating Supplies
Paid Chk#	039442	RIGID HITCH INCORPORATED	2/14/2019	\$65.29 PW - Fleet Maint & Equip
Paid Chk#	039443	SCOTT COUNTY TREASURER	2/14/2019	\$2,502.78 Tax - Special Assessment
Paid Chk#	039444	SHERWIN-WILLIAMS	2/14/2019	\$39.46 PW - Building Maint
Paid Chk#	039445	SLEEPY HOLLOW TRUCK CENTER	2/14/2019	\$4,200.00 PW - Large Tools/Snow Pusher
Paid Chk#	039446	STREICHER'S INC	2/14/2019	\$201.19 PD Ammo
Paid Chk#	039447	SUEL PRINTING COMPANY	2/14/2019	\$204.00 Legal Ad Notice for 2019 Pavem
Paid Chk#	039448	TIMESAVER OFF SITE SECRETARIAL	2/14/2019	\$325.00 City Council Minutes
Paid Chk#	039449	VERIZON WIRELESS	2/14/2019	\$844.46 Cell Phones
Paid Chk#	039450	WIN-911 SOFTWARE	2/14/2019	\$495.00 SCADA Software Annual Maint
TOTAL				\$124,467.52

DIRECT DEPOSIT

Paid Chk#	502292E	Bi-Weekly ACH	2/7/2019	\$30,185.82
TOTAL				\$30,185.82



STAFF MEMORANDUM

SUBJECT:	AUAR Authority for Adelman Property
MEETING DATE:	February 14, 2019
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Approve Memorandum of Understanding Regarding Adelman Property Alternative Urban Areawide Review

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 of Elko New Market has been working with the Adelman Family for several years in regards to planning for development of their properties located near the I35 / CR 2 interchange. Their properties currently total approximately 243 acres as depicted on the attached map. Some of the past planning work on the properties include:

- 2007 – Memorandum of Understanding: Tasks to be Completed Prior to Development
- 2012 – Joint Resolution for Orderly Annexation (property lying north of CSAH 2 only)
- 2017 – EDI Grant for Preparation of Concept Development Plans
- 2018 – EDI Grant for Preparation of AUAR, Wetland Delineation, and Tree Inventory

The City most recently received a grant from the Scott County CDA for the preparation of the Alternative Area Urbanwide Review (AUAR), which is currently underway. All of the property is located in New Market Township and Scott County is currently the zoning and land use authority for the properties. Therefore, Scott County is the Regulating Governmental Unit (RGU) responsible for preparation, review and oversight of the AUAR. The properties, however, are proposed to be developed on urban services/municipal utilities, after being annexed into the City of Elko New Market.

Minnesota Rules 4410.0500, subp. 5(b) provides that when two governmental units have jurisdiction to approve the project, the RGU shall be the governmental unit with the greatest responsibility for supervising or approving the project as a whole. Scott County wishes to convey their RGU authority to the City of Elko New Market. City staff concurs that the City of Elko New Market should be the RGU for the AUAR project.

DISCUSSION

The County Attorney has drafted the attached Memorandum of Agreement which transfers preparation and review authority for the AUAR from Scott County to the City of Elko New Market. The MOU was approved by the Scott County Board of Commissioners on 1/8/19.

BUDGET IMPACT

The AUAR document will be drafted by the Adelman family engineer (IS Group). The total estimated cost of the AUAR preparation, wetland delineation, and tree inventory is \$116,250. Of that total amount, \$77,500 has been approved for funding through the Scott County CDA EDI grant program, and \$38,750 will be paid by the Adelman family.

The City of Elko New Market will also incur expenses involved with reviewing the AUAR document and oversight of the project. These budget impacts, although not quantifiable, were previously approved by the City Council.

CITY ATTORNEY RECOMMENDATION

The City Attorney has reviewed the draft MOU and has no concerns.

REQUESTED ACTION:

The City Council is being asked to approve the attached Memorandum of Understanding Regarding Adelman Property Alternative Urban Areawide Review

Attachments:

Memorandum of Understanding

**MEMORANDUM OF AGREEMENT
REGARDING ADELMANN PROPERTY
ALTERNATIVE URBAN AREAWIDE REVIEW
ENVIRONMENTAL STUDY**

This Memorandum of Agreement, (“MOA”) is executed this ____ day of _____, 2019 between the City of Elko New Market, a Minnesota municipal corporation (“City”) and the County of Scott, a body politic and corporate under the laws of the State of Minnesota (“County”), to set forth the agreement of, and the action to be taken by each of the parties in connection with review of certain environmental applications.

RECITALS

- A. In February, 2018, the Scott County Community Development Agenda (“CDA”) awarded the City of Elko New Market an EDI – Corridor Readiness Grant to conduct an Alternative Urban Areawide Review (“AUAR”) to study impacts associated with the proposed development at the northwest and southwest quadrants of the I-35 / CSAH 2 interchange.
- B. The AUAR study area includes land owned by Adelmann Farms New Market, LLC, Adelmann Family Partnership, and Empire II, LLC, (Adelmann Family) where the Adelmann Family is proposing development. The size of the proposed development requires the completion of an AUAR or Environmental Impact Statement (EIS).
- C. An AUAR was selected as the preferred environmental review process because it provides greater flexibility than an EIS with regards to addressing varying development scenarios, including, but not limited to, changing market conditions and accommodating “spin-off” development. Unlike an EIS, the AUAR also has the ability to be updated over the time of likely build-out of this interchange area.
- D. The completion of an AUAR will remove a significant cost and time burden that is currently inhibiting economic development at this interchange, which was identified as one of the top 10 economic development corridors by the Scott County Association for Leadership and Efficiency (“SCALE”).
- E. The AUAR study area encompasses 243 acres of land currently located in Sections 23 and 26 of New Market Township and all parcels are under the zoning authority of the County. All of the 243 acres are owned by the Adelmann Family. A map depicting the boundaries of the study area is attached as Exhibit A.
- F. The City of Elko New Market and New Market Township have adopted an Orderly Annexation Agreement for all Adelmann Family property located north of CSAH 2. The property is proposed to be development upon annexation, and developed at urban densities and on municipal services.

G. Minnesota Rules governing environmental review provide that an AUAR shall be prepared and reviewed by a responsible government unit (“RGU”).

H. Minnesota Rules 4410.0500, subp. 5(B) provides that when two governmental units have jurisdiction to approve the Project, the RGU shall be the governmental unit with the greatest responsibility for supervising or approving the Project as a whole.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this Agreement, the County and City hereby agree as follows:

1. Responsibilities

- a. The City and County mutually agree that the City will prepare and review the AUAR using the most efficient and effective use of City staff, consultants and resources.
- b. The City and County mutually agree that the City shall serve as the RGU for the AUAR environmental review.
- c. The City and County mutually agree that the City shall be responsible for review of land use, comprehensive plan amendments, and zoning applications associated with the proposed project once the property is annexed into the city limits.

2. Effective Date of Contract

This memorandum of agreement shall be effective upon execution of said Agreement by both the City and the County.

3. Term of Contract

This memorandum of agreement shall remain in effect for three years from the effective date of this Agreement or until all obligations set forth in this memorandum of agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

4. Authorized Agents

Scott County shall appoint an authorized agent for the purposes of administration of this Agreement. City is notified of the authorized agent of Scott County as follows:

Brad Davis
Planning Manager
200 4th Avenue West
Shakopee, MN 55379

The County is notified that the authorized agent for the City of Elko New Market is as follows:

Renee Christianson
Community Development Specialist
601 Main Street
PO Box 99
Elko New Market, MN 55054

5. County and State Audit

Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of City relative to this Agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies City in writing that the records need no longer be kept.

6. Indemnity

- a. City agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the City, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished under the Agreement.
- b. City shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by City under this Agreement. City shall, without compensation, correct or revise any errors or deficiencies in City's final reports and services.
- c. County agrees to defend, indemnify, and hold the City, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the County, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished under the Agreement.
- d. All parties to this Agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law under Minn. Stat. Ch. 466. In the event of any claims or actions filed against either

party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

7. Force Majeure

County and City agree that neither the City nor the County shall not be liable for any delay or inability to perform this Agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of City and the County.

8. Data Practices

The City and County, their agents, employees and any subcontractors of City or County, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. City agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from the City's unlawful disclosure, failure to disclose or use of data protected under state and federal laws. County agrees to indemnify and hold the City, its officers, department heads and employees harmless from any claims resulting from the County's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

9. Termination

This Memorandum of Agreement shall terminate upon completion of the environmental review process for the Project or upon thirty (30) days written notice by either party.

10. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to City at its address stated herein, and to the authorized agent of the County at the address stated herein.

11. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, the legal relations between the parties and performance under the Agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

12. Successors and Assigns

The County and City, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the County nor City shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.

13. Equal Employment and Americans with Disabilities

In connection with the work under this Agreement, City and County agree to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

14. Changes

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

15. Severability

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

16. Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that 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 County and City relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be duly executed intending to be bound thereby.

CITY OF ELKO NEW MARKET

BY: _____
Joe Julius, Mayor

AND _____
Thomas Terry, City Clerk

COUNTY OF SCOTT

By _____
Lezlie A. Vermillion, County Administrator

By _____
Barb Weckman Brekke, Chair of Its County Board

Date _____

Date _____

Approved as to form:

By _____
Jeanne Andersen, Assistant County Attorney

Date _____



STAFF MEMORANDUM

SUBJECT:	Joint Powers Agreement for Roundabout Right-of-Way Acquisition
MEETING DATE:	February 14, 2019
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Approve Joint Powers Agreement Designating the City of Elko New Market as Lead Agency for Right-of-Way Acquisition for CSAH 2 & 91 Roundabout Project

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

Council is aware that the City is taking the lead on the proposed roundabout project. This involves all aspects of the project including engineering design, right-of-way acquisitions, construction and construction observation. Because the project is at the intersection of two county state-aid highways and Scott County is the designated road authority, Scott County will ultimately need to formally convey the authority to complete all aspects of the project to the City. This is typically done through execution of a Joint Powers Agreement (JPA).

At this time staff is presenting a JPA that will designate the City of Elko New Market as the lead agency for right-of-way acquisition. An additional JPA will be presented at a later date granting the City authority to complete other aspects of the project.

CITY ATTORNEY COMMENTS

The City Attorney has reviewed the attached Joint Powers Agreement and has recommended approval.

REQUESTED ACTION

The City Council is being asked to approve the Joint Powers Agreement Designating the City of Elko New Market as Lead Agency for Right-of-Way Acquisition for CSAH 2 & 91 Roundabout Project.

Attachments:

Joint Powers Agreement

JOINT POWERS AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____, 2019, pursuant to Minn. Stat. § 471.59 and Minn. Stat. § 117.016, by and between the County of Scott, a body politic and corporate organized and existing under the laws of the State of Minnesota, (hereinafter referred to as the “County”), and the City of Elko New Market, a municipal corporation organized and existing under the laws of the State of Minnesota, (hereinafter referred to as the “City”). The City and the County may be hereinafter referred to, at times, as “Parties” or individually as “Party”.

RECITALS:

WHEREAS, the City is designated as the lead agency for a project on County Highways to construct a roundabout at the intersection of County Highway 2 (CH 2) and County Highway 91 (CH 91) under Project CP 02-16, (hereinafter referred to as “Project”); and,

WHEREAS, the Project requires the acquisition of right of way by permanent easements for highway purposes and temporary easements for construction purposes on and along County Highway 2 (“CH 2”) and on and along County Highway 91 (“CH 91”), (hereinafter referred to as “Right-of-Way”); and,

WHEREAS, CH 2 and CH 91 have specific County standards for design and construction, (hereinafter referred to as “Standards”); and

WHEREAS, the County has prescribed access management guidelines for its highways as set forth in the 2030 Comprehensive Plan, (hereinafter referred to as “Access Management”); and

WHEREAS, CH 2 and CH 91 have prescribed future right of way needs by functional classification by highway in the County’s 2030 Comprehensive Plan, (hereinafter referred to as “Right-of-Way Needs”); and,

WHEREAS, the City has Federal Highway Safety Improvement Funding and understands it must comply with the process requirements for right of way acquisition for federal projects; and

WHEREAS, the County has a specific instrument(s) or form(s) for each type of permanent easement for its County Highways, (hereinafter referred to as “Instruments”); and;

WHEREAS, the Parties recognize that it is efficient to coordinate the objectives of each Party to reduce cost and avoid duplication of effort under this Project; and.

WHEREAS, the Parties desire to enter into this Agreement to set forth the understandings in writing for the Project.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

1. The Parties designate the City as lead agency to acquire the Right-of-Way by various types of easements and/or in fee, as needed, for the Project either by valuation, offer, negotiation and mutual agreement or by condemnation proceedings under the rights of eminent domain, in compliance with applicable laws and regulations.
2. City agrees to acquire Right-of-Way for the Project in compliance with the County's Standards, Right-of-Way Needs and Access Management, subject to approval by the County's Transportation Services Division.
3. City and County shall share the Right-of-Way acquisition costs and any other costs associated with or resulting from the Right-of-Way as follows:
 - City shall pay 100% for the Right of Way costs;
 - County shall pay 0% for the Right-of-Way costs.
4. City agrees to assume all responsibility to acquire marketable title for the conveyance or granting of the Right-of-Way, including but not limited to, clearing claims, liens, judgments or other cloud(s) on title, of any kind whatsoever, in order to convey or grant marketable title. City acknowledges that it is the responsible party for any other claims, costs, demands, or causes of action, which are associated with or resulting from the Right-of-Way for the Project
5. City agrees to assume all responsibility to acquire the Right-of-Way in compliance with all applicable state and federal laws and regulations. The City acknowledges that the Right-of-Way is subject to the federal laws, regulations and process by the encumbrance of federal funds for the Project.
6. City agrees to acquire Right-of-Way for the Project either by using the County's forms and templates granting or conveying in favor of the County or by other instruments conveying or granting in favor of the City with similar granting clauses and provisions for the County's highways, which is subject to prior review and approval by the County.
7. Upon execution of instruments by settlement(s) by mutual agreement or upon completing condemnation proceedings by filing of a final certificate, City shall deliver promptly to the County either by an instrument or by an assignment recordable instrument(s) conveying, granting or assigning the permanent easements of the Right-of-Way in favor of the County for and on its County's highways. -
8. Upon the completion of the Project, the City shall deliver to the County a copy of a file separately by each parcel with its content complete in nature, in its correspondence,

negotiations, settlements, understandings, instruments, deeds and agreements, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, as of the date first written above, intending to be bound thereby.

CITY OF ELKO NEW MARKET

COUNTY OF SCOTT

By: _____

Joseph Julius

Its: Mayor, City Council

By: _____

Barb Weckman Brekke,

Its: Board Chair, Board of Commissioners

Dated: _____, 2019

Dated: _____, 2019

Attested to:

Attested to:

By: _____

Thomas Terry,
Administrator, City of Elko New Market

By: _____

Lezlie A. Vermillion,
Administrator, County of Scott

Dated: _____, 2019

Dated: _____, 2019

Approved as to form:

Approved as to form:

Andrea McDowell Poehler
City Attorney for the City of Elko New Market

Jeanne Andersen
Asst. County Attorney, County of Scott

Dated: _____, 2019

Dated: _____, 2019

Drafted by Scott County, 600 Country Trail East, Jordan, MN 55352



STAFF MEMORANDUM

SUBJECT:	Right-of-Way Agent for Roundabout Project & Preliminary Easement Terms
MEETING DATE:	February 14, 2019
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	1. Approve Professional Services Agreement between the City of Elko New Market and SRF to provide Right-of-Way Agent Services for the CSAH 2 & CSAH 91 Roundabout Project 2. Consent to Preliminary Terms Regarding Easement Acquisition with KL Group, LLC and New Market Bank.

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

Bolton & Menk and City staff have been working on the design for the roundabout project which is planned for construction in 2020. It has been identified that easements will be needed from three parcels adjacent to the project. Because the project involves two state aid highways and federal funding, it is critically important that the right of way acquisition process be in compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970. Staff recommends that the right-of-way acquisition process be handled by a firm specializing in such work. Staff sought and received proposals from four firms for the requested services.

- Henning Professional Services - \$18,575
- ProSource Technologies – \$22,625
- SRF - \$14,500
- Wilson Development Services, LLC – \$19,700

Staff and the City Attorney have reviewed the proposals and found the proposals to be comparable. Staff is recommending that the City Council authorize SRF to provide the requested right-of-way agent services. The Scott County Right of Way Manager is supportive of using SRF.

TENTATIVE EASEMENT ACQUISITION TERMS

The City needs to acquire easements from three property owners, as noted below. City staff has been in contact with all three property owners to introduce the project and explain the need for easements. Staff has reached a tentative agreement regarding price for acquisition of easements from KL Group and New Market Bank. KL Group and New Market Bank have also verbally indicated that they would formally waive their rights to the appraisal process permitted under the law. R & F Properties has indicated that they would like to go through the appraisal process prior to agreeing to any terms.

KL Group, LLC

- Permanent easement containing 21,589 square feet @ \$5 per square foot (\$107,945)
- Temporary construction easement containing 9,313 square feet @ \$0.50 per square foot (\$4,656.50)

New Market Bank

- Permanent easement containing 3,013 square feet @ \$5 per square foot (\$15,065)

R & F Properties

- Temporary construction easement containing 12,771 square feet

City staff considers the price for permanent easement acquisition of \$5 per square foot to be fair and reasonable based on a recent sale of similarly zoned property; the property where the Elko New Market Retail Center is located sold for \$4.67 per square foot in September of 2017.

Attachments:

Professional Services Agreement (between City of Elko New Market and SRF)
SRF Proposal for Right of Way Acquisition Services dated January 15, 2019
Preliminary Layout with Easements, dated January, 2019

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this ___ day of _____, 2019, by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation ("City") and **SRF CONSULTING GROUP, INC.**, a Minnesota corporation ("Consultant").

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

1. SCOPE OF SERVICES. The City retains Consultant for right of way acquisition services for the CSAH 2 and CSAH 91 Roundabout Project, CP # _____.

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

- A. This Professional Services Agreement
- B. Consultant's Proposal dated January 15, 2019 ("Proposal")

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document. Contract Document "A" has the first priority and Contract Document "B" has the last priority.

3. COMPENSATION. Consultant will be paid by the City in accordance with the Proposal. The City will normally make payment within thirty-five (35) days of receipt of a properly itemized invoice following provision of the specific service.

4. COMPLETION DATE. Consultant shall complete the services specified in the Proposal by July 1, 2019.

5. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by Consultant in conjunction with this Agreement. All work products shall be in the formats, styles and numbers specified in the Proposal.

6. 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.

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

8. STANDARD OF CARE. Consultant shall exercise the same degree 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.

9. INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability for claims, losses, damages and expenses, (including reasonable attorney's fees), to the extent such claims, losses, damages, or expenses are directly caused by the negligent or wrongful acts, errors, or omissions of Consultant, its employees or others for whom Consultant is legally liable, directly arising from Consultant's performance of this Agreement.

10. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, 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
Professional Liability	\$1,000,000 each claim

The City shall be named as an additional insured on the general liability policy on a primary and noncontributory basis. 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. 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 Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

13. 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

14. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

15. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

16. 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.

17. 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.

18. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall pay the Consultant for completed work.

Dated: _____, 2019

CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Mayor

And: _____
Tom Terry, City Administrator

Dated: _____, 2019

SRF CONSULTING GROUP, INC.

BY: _____

Name: _____

Title: _____



SRF No. 12460.PP

January 15, 2019

Ms. Renee Christianson
Community Development Specialist
City of Elko New Market
601 Main Street
Elko New Market, MN 55054

Subject: Proposal for Right of Way Acquisition Services for the CSAH 2 & CSAH 91
Roundabout Project.

Dear Ms. Christianson:

We appreciate your interest in utilizing SRF's professional right of way services on the above referenced project. All acquisition activities will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, as well as all State and Federal guidelines. SRF has been recognized for its accurate and efficient record keeping by the MNDOT State Aid personnel on several federally funded projects.

The SRF team includes right of way professionals who have a wide variety of experience in highway, municipal, utility, relocation and community redevelopment projects. The Elko New Market project will be led by Cindy Wiste, SRF Senior Associate, who has over 13 years of experience in the right of way profession.

Acquisition Activities

Project Management

SRF's Project Manager will maintain contact with the City of Elko New Market throughout the project and provide weekly status reports.

Title Analysis

Provided by the City of Elko New Market.

Owner Notifications and Field Title Reports

SRF will provide owners of the three tax parcels with notification of the project; prepare full field title reports, including tenant information.(If any)

Assumptions: 3 Owners (3 Tax Parcels)

Appraisals and Review Appraisals

Appraisals will be provided by Marlo Headrick, SRF Consulting Group, Inc. Review Appraisals will be provided by Doug Johnson, DKJ Appraisal, LLC.

Assumptions: 3 Appraisals and 1 Appraisal Review

www.srfconsulting.com

1 Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer

Offer Packages and Document Preparation

SRF will prepare the offer letter, statement of compensation, appraisal notification and receipt, and any other documents and forms required by the City. The City will provide sample conveyance documents to be used for this project.

Assumptions: 3 Owners (3 Tax Parcels)

Negotiation Activities

The offers will be presented to the owners, in person if possible, at the earliest possible time the affected owner is willing to meet with SRF personnel. In the case of an out-of-town owner, or when required by time constraints, the offer will be presented by certified mail, but continuing attempts will be made to contact the owner and meet at the earliest possible time after mailing the offer. The owner will receive a copy of the appraisal report, unless we are directed otherwise.

All concerns and issues raised by an owner will be communicated to the City. Communications will be by means of periodic status reports, telephone or written correspondence, depending upon the nature of the issue. We will make recommendations and prepare an administrative settlement form for the parcel if a settlement in excess of the certified offer seems appropriate.

Assumptions: 3 Owners (3 Tax Parcels). Also, there is no minimum compensation, or loss of Going Concern Analysis included in this scope.

Mortgage Consents

SRF assumes that the City will not require mortgage holder consents or subordinations.

Submittal of Parcel Files

The acquisition file will include a contact diary in which every contact or attempted contact with the property owner is noted, whether by the agent responsible for the parcel or by other SRF staff. This diary will include relevant detail about the substance of each contact. SRF will complete an internal review of all parcel files and submit a complete acquisition file to the City for payment and recordation.

Schedule

SRF will complete this work within a mutually agreed-upon time schedule. The estimated cost for our services relating to this project is \$13,700, which includes time and expenses.

This fee breaks down as Follows for 3 Tax Parcels

• Appraisal	\$ 6,500 (billed lump sum)
• Review Appraisal (assumes 1 review)	\$ 400
• Document Preparation, Negotiations, File Submittal	\$ 6,300
• Expenses (mileage, postage, etc.)	\$ 500
TOTAL	\$13,700

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted monthly for work performed during the previous month. Payment is due within 30 days. It is understood that if the scope or extent of work changes or additional services are requested, the cost will be adjusted

accordingly. Before any out-of-scope or additional service work is initiated; however, we will submit a budget for the new work and will not begin work until we receive authorization from you.

Acceptance/Notice to Proceed

A signed copy of this proposal or a separate letter of authorization either mailed or emailed to our office, will serve as our notice to proceed.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Ken Helvey
Principal

KH/cjw/rb

APPROVED:

(Signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

**ATTACHMENT A
STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

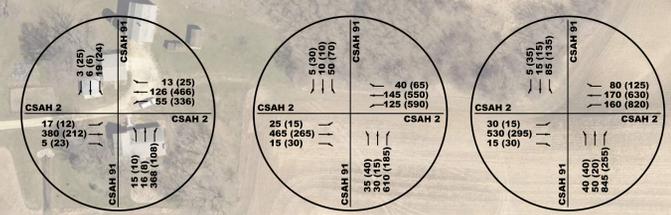
17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

LAYOUT LEGEND

- PROPOSED ROADWAY
- RAISED CONCRETE MEDIAN, CURB AND GUTTER
- PAVED SHOULDERS
- PEDBIKE PATH
- SIDEWALK
- LANDSCAPING/GREEN SPACE
- EXISTING RIGHT OF WAY
- EXISTING PARCELS
- EXISTING EASEMENT
- FUTURE RIGHT OF WAY
- CONSTRUCTION LIMITS
- TEMPORARY EASEMENTS
- DELINEATED WETLANDS
- CLOSURE

DRAFT
JANUARY 2019



JOHN MOHONEY CONST INC.

BONNIE RUNKE

ON-SITE MARKETING CO INC

KL GROUP

TAMMY DR

DOROTHY LN

AARON DR

MARKET PLACE BLVD

FRANCE AVE





STAFF MEMORANDUM

SUBJECT:	Elko New Market Fire Relief Donation
MEETING DATE:	February 14, 2019
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Adopt Resolution 19-09 Accepting Donation from Elko New Market Fire Relief Association

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 Elko New Market Fire Relief is one of multiple organizations that engage in charitable gambling in Elko New Market. Pursuant to City Ordinance, five percent (5%) of the organization's net profits derived from lawful gambling is required to be paid to the City for distribution by the City for purposes as authorized under Minnesota State Statute 349.213. In addition to the required payment, the Elko New Market Fire Relief has annually made donations to the City of Elko New Market for various purposes, but primarily to the Fire Department Capital Outlay for equipment and facility improvements. These donations have allowed the Fire Department to enhance the service they provide and greatly reduce the burden on the taxpayers in Elko New Market, New Market Township and Cedar Lake Township.

Members of the Elko New Market Fire Relief Board will be presenting the City Council with a donation from gambling proceeds in the amount of \$125,000. The donation includes the required five percent (5%) of the organization's net profits derived from lawful gambling that is required to be paid to City in the amount of \$ 6,475.81. The remaining funds are being donated to the City's Fire Department Capital Outlay Fund. The current donation is the largest made to the City.

DISCUSSION:

The City Council is being asked to adopt Resolution 19-09 accepting the donation from the Elko New Market Fire Relief Association.

Attachments:

- Resolution 19-09 Accepting Donation from Elko New Market Fire Relief Association

CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

RESOLUTION NO. 19-09

**RESOLUTION ACCEPTING CASH DONATION FROM THE ELKO NEW
MARKET FIRE RELIEF ASSOCIATION**

WHEREAS, the Elko New Market Fire Relief Association has donated \$118,524.19 to the City of Elko New Market for Fire Department Capital Outlay; and

WHEREAS, such donation will benefit the citizens of the City of Elko New Market; and

WHEREAS, Minnesota Statutes Section 465.03 requires that donations of real or personal property be accepted by a resolution of the City Council adopted by a two-thirds majority of its members.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elko New Market that the donation of the Elko New Market Fire Relief Association, is hereby accepted.

APPROVED AND ADOPTED this 14th day of February, 2019.

CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Mayor

ATTEST:

Thomas Terry, Acting City Clerk



STAFF MEMORANDUM

SUBJECT:	Request for Waiver of Fees
MEETING DATE:	February 14, 2019
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Decision and direction

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

Prior to the merger of the Cities of Elko and New Market, the Joint Sewer Board (JSB) provided oversight for the operation of the combined wastewater collection and treatment system for the cities. This joint powers organization owned and operated the wastewater treatment facility, as well as operated the collection systems of the individual cities. The JSB was governed by a board made up of representative from both former cities.

In 2005, the JSB established a policy specifying the conditions and criteria under which the JSB would waive the JSB's Sewer Access Charge (SAC) fee. This fee was similar to the current Met Council SAC fee or the City's trunk fee. It was collected by the Cities on behalf of the JSB to pay for capital infrastructure.

Sewer Access Charge Waiver Policy

Property owners may petition for a waiver of the Sewer Access Charge(s) (SAC) due to JSB upon connection to the municipal sanitary sewer system. The following criteria must be met in order to grant a waiver:

- 1. The property was located within the corporate boundary of the City of Elko or the City of New Market prior to January 1, 1987.*
- 2. The property must have been improved with a single family, multi-family or commercial building served by an ISTS prior to January 1, 1989.*
- 3. The SAC charge will be waived for each single family, multi-family or commercial building connecting to the system that was served by an ISTS prior to January 1, 1989 and existing at the time of the petition for waiver. All single family, multi-family or commercial building served by an ISTS prior to January 1, 1989 will be considered to be one (1) SAC unit.*
- 4. The petition for waiver shall be submitted prior to connection to the system.*
- 5. Unless otherwise amended or modified, this policy shall expire upon connection of the Cities of Elko and New Market to the Metropolitan Council system.*

The City connected to the to the Met Council interceptor in 2011, causing the policy to expire. The Council has had multiple discussions regarding extension of the policy or establishment of a similar policy, most recently in 2018. The Council has decided not to reestablish a same or similar policy or provide a waiver consistent with the policy on a case by case basis.

The City has been contacted by the owner of 26501 Xerxes Trail (Lucast) regarding connection to the City's waste water system. The property is currently served by a Subsurface Sewage Treatment System (SSTS) which was reportedly initially installed in 1987 as a replacement system. The Owner at that time disputed a complaint that the system was replaced without a permit, claiming instead there was only some repair work done, so the system may be older than that. A compliance inspection done in 1998 by Scott County found the system to be failing and non-compliant due to lack of separation from groundwater. However, the system is only required to be replaced if seeping above ground or backing up into the house since it's not a drinking water threat. Therefore, the County did not require replacement. The City has received inquiries from the current owner these past few years about connecting to city sewer.

Connection to city sewer would require connecting to the existing sewer service coming out of the house. This connection is typically done between the house and septic tank. The new line

is run with a downward pitch on the shortest/easiest route to the sewer stub provided by the city. In this case the new line will run along the northerly and westerly sides of the home, then through the driveway to the southwesterly corner of the property. The septic tank must be pumped out and removed or the bottom broken up and the tank filled with clean soil. The drainfield can be abandoned in place. The City also requires a meter to be installed on the incoming water line. This would not be for metering and billing water use, but for sewer billing. If water is connected in the future, the same meter would be used. No disturbance of the pavement on Xerxes is expected or would be allowed. The property owners are not requesting connection to city water at this time, only sewer.

The property owner has made previous inquiries about connect to sanitary sewer. However, past inquiries for a connection never moved forward. The property owner has expressed concerns regarding fees and construction costs/installation. There may have also been an assumption that a lift/grinder pump was needed based on the location and elevation of the service stub. A pump will not be needed to serve this lot. There have also been concerns expressed by the property owner on the location of the sewer stub to the property. The sanitary sewer stub was located in proximity to the water service stub that was existing at the time. This is common practice. Although there is dissatisfaction on the part of the owner about the stub location, it is deep enough to serve the home. The location of the stub will necessitate some driveway restoration. The location of the stub, however, appears to prevent or minimize the need to dig through the existing drainfield in order to connect to city sewer. Experience at Woodcrest has shown that can be a messy (and smelly) endeavor. It also allows trees in front of the house to be avoided.

The property owner (Lucast) has inquired about full or partial waiver of connection fees, specifically the previous JSB Sewer Access Charge Waiver Policy. The property owner was advised that the Council had recently discussed the topic in 2018 and determined that no such credit or waiver of fees would be provided. Any request varying from that policy direction would need to be made directly to Council.

DISCUSSION:

The property owners, Jeff and Jodi Lucast, are requesting a reduction in fees consistent with the former JSB Sewer Access Charge (SAC) Waiver Policy. The basis for the request includes the following factors:

- The subject property paid property taxes to partially fund the debt service for the construction of the sanitary sewer infrastructure.
- They view the fee as an assessment and do not feel the benefit can be justified.
- They believe the sanitary sewer stub was installed in the wrong location, adding to their cost for connection.

It is the understanding of Staff that general property tax levy was used for a limited period of time to partially service the debt for the initial installation of the sanitary sewer system in the former City of Elko. And, this was part of the rationale for establishing the JSB Sewer Access Charge (SAC) Waiver Policy. It should be noted that the property owner's reference to special assessments and corresponding benefit is not relevant to these circumstances. The property was assessed for the sewer service stub and main at the time it was installed. The trunk and connection fees are separate from any assessments. Regarding the property owners concerns

related to the location of the stubs, the topic is discussed in the background portion of this memorandum.

The fees associated with the hookup include the trunk fee of \$4,056, the connection fee of \$2,107 and the MCES fee of \$4,864 for a total \$11,027. The property owner would also be responsible for the cost of the connection permit and the water meter. Should the Council determine that some waiver of fees is appropriate, the JSB Sanitary Sewer Charge Waiver policy provided a waiver of the JSB Sewer Access Charge (SAC), which was \$4,300 at the time. This was collected in addition to the city trunk fees. When the Cities merged, the JSB SAC fee of \$4,300 was combined with the sanitary sewer trunk fee. The sanitary sewer trunk fee is currently \$4,056 per the 2019 Fee Schedule. Staff would not recommend exceeding the amount of the current trunk fee. Furthermore, Staff would recommend reviewing within the context of a policy decision as opposed to an individual request.

BUDGET IMPACT:

Non-collection of the sewer trunk fee in the amount of \$4,056.

Attachments:

Lucast Request Letter

Jeff and Jodi Lucast

26501 Xerxes Trail

Elko MN 55020

Requesting the Joint Sewer Board Credit that Sunset in 2011

The reasoning behind the request is that our home was the first home in the development, when the sewer in downtown Elko was running into the streets. To get the proper sewer system in place the mill rate pricing was raised and the surrounding houses paid the higher rate to help the installation of the system.

We feel that since our household has already paid for the system and seems that it would be a double charge. After consulting with an attorney, it appears to us that the League of MN Cities Special Assessments Toolkit would apply here which states "When the cost of an improvement exceeds the benefit, the difference must not be borne by a particular property, but instead by the city as a whole." This, in conjunction with, when the city engineer planned out where to install the hook ups ours was put on the wrong side of our house. When we inquired with the city the only response we were given is that the city sent out a letter to every household inquiring where they want it. Wouldn't the city engineer at that time have the knowledge where the hook ups should be? Our home at that time was a rental with no one understanding or responding. With that negligence we are now adding costs for the landscaping, extra excavation, and redoing ½ of our driveway.

With no one taking any action to rectify this we the homeowner hope to come to some agreement regarding the additional extra charges being requested from us. When the city offered the Joint Sewer Board Credit we were not thinking about hooking up to the system. I personally feel that the Credit should never go away to those that have already paid for it from the conception. The credit should be given to all people in the original part of town, why would a city make its residents pay again for a system they helped bring to the city.

We are relying on you our council to come to a fair conclusion that is just to our household and many others in our development.

Sincerely;

Jeff and Jodi Lucast



STAFF MEMORANDUM

SUBJECT:	Monthly Public Works Report – January 2019
MEETING DATE:	February 14, 2019
PREPARED BY:	Corey Schweich, Public Works Superintendent
REQUESTED ACTION:	Information Only

COMMUNITY VISION:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

DISCUSSION:

- Public Works Staff performed snow & ice control operations on five events in January. The first event was a two day event that started on a Friday afternoon. Staff plowed all of the roads that evening and had to come back in early Saturday morning to re-plow the roads and clean everything else up, including rinks. The department was short staffed for this event as there was one member on vacation and two were not available to work due to unforeseen circumstances. The next three events consisted of very little snow, but, as a result of the extreme cold it was more effective to plow and salt than it is to just salt. During final event in January, Staff experienced heavier snowfall totals than earlier in the month. The Department was fully staffed for this event, and as a result, snow & ice control operations were completed in a timely manner. As previously reported, the smallest of breakdowns can add hours to the time it takes to complete snow & ice control operations. Staff did experience some very minor breakdowns during the month, but that is expected.
- Staff was unable to pretreat the roads in January due to the extreme temperatures. Staff has continued to add “Beet Heat” to the salt brine used to pre-wet the salt; it has worked really well. It should be noted that at extreme temperatures, it does not matter how much salt or chemicals are applied, it is too cold for them to melt the snow and ice.
- Staff performed tree trimming and brush removal around inlet and outlet structures. This will continue as time and weather permits.
- As previously reported, due to the extreme cold experienced in January, Staff has been working on completing multiple indoor projects.
- Staff rented a small back hoe and performed pond cleaning in multiple locations. Staff was able to dig out sediment and vegetation by the inlets and outlets of the ponds. This is the best time of year to do this type of work, since the ground around the pond is typically frozen. As a result, there is little to no restoration needed.
- As part of the regional safety group made up of Elko New Market, Lakeville, and Farmington, Staff attended confined space training this month. Staff will continue to attend monthly safety trainings through this group.
- Both ice rinks are in really good shape. Staff will continue to sweep, shovel and flood on a daily basis as the weather and time permits.
- Staff had experienced some longer pump run times at the Ptarmigan lift station. This is usually the result of pumps being clogged with rags. Staff pulled both of the pumps and both were partially clogged with rags (flushable wipes). Staff cleared the blockages and put the pumps back into service. It should be noted that flushable are not flushable. They can and will cause damage to lift station pumps. Staff has not had to deal with many flushable wipe issues at this station in a couple years. Staff will create an informational handout for residents.
- As a result of the extreme temperatures, the Department has experienced multiple calls from residents about frozen water lines. At this point, all of the freeze ups have been identified within the homes and not on service lines. Staff will continue to respond to resident’s concerns on frozen pipe issues. Staff purchased a line thawing machine a few years ago when the Department experienced multiple frozen service lines. The Department is fully equipped to thaw frozen water service lines. If a resident has a frozen service line, Staff will attempt to thaw the line during normal business hours and

will come on a first come first serve basis. If that does not work for the resident, they will be able to hire a contractor at their cost to thaw the line.

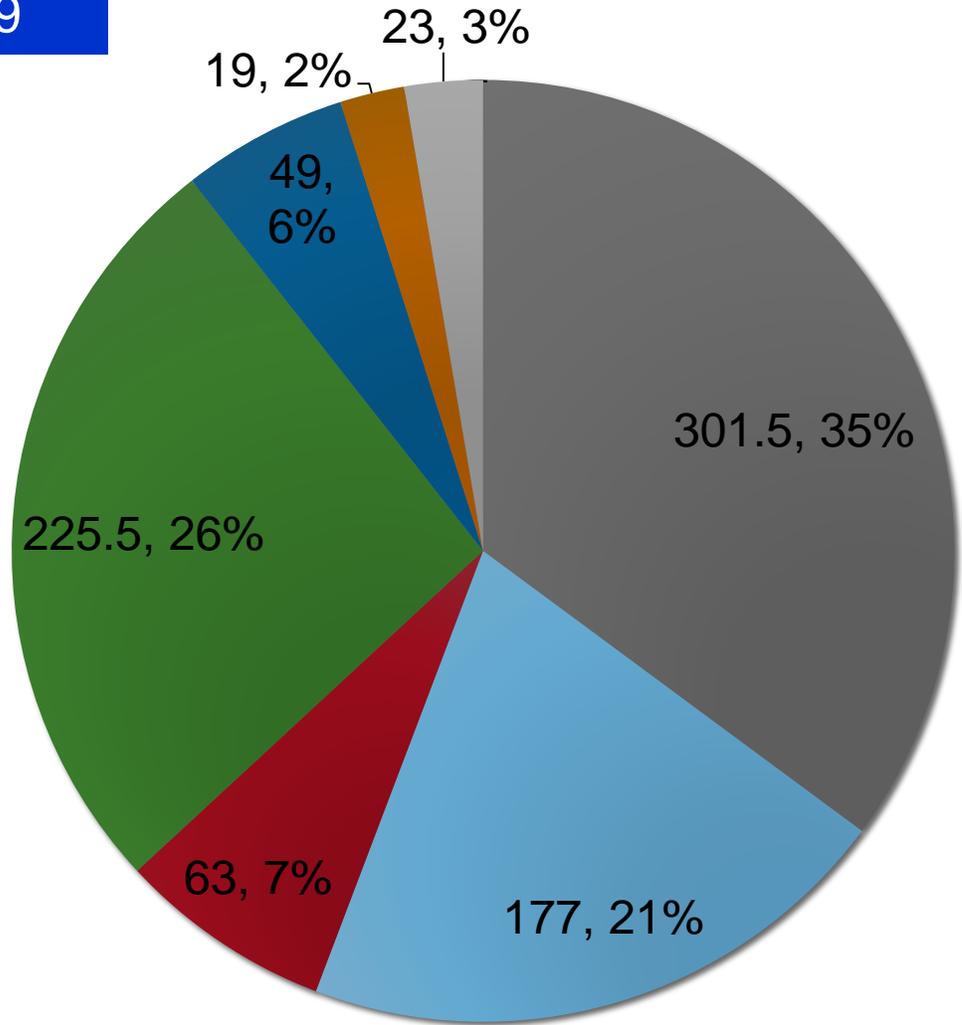
- The Department has been extremely busy dealing with various minor breakdowns within the Department's fleet. Joe, the Mechanic, continues to do an excellent job juggling projects, depending on equipment needs.

PUBLIC WORKS

Combined Time By Department

January 2019

Total Hours:
858.0



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



STAFF MEMORANDUM

SUBJECT:	Monthly Police Activity – January 2019
MEETING DATE:	February 14, 2019
PREPARED BY:	Craig Bell, CLEO
REQUESTED ACTION:	Information only

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

DISCUSSION:

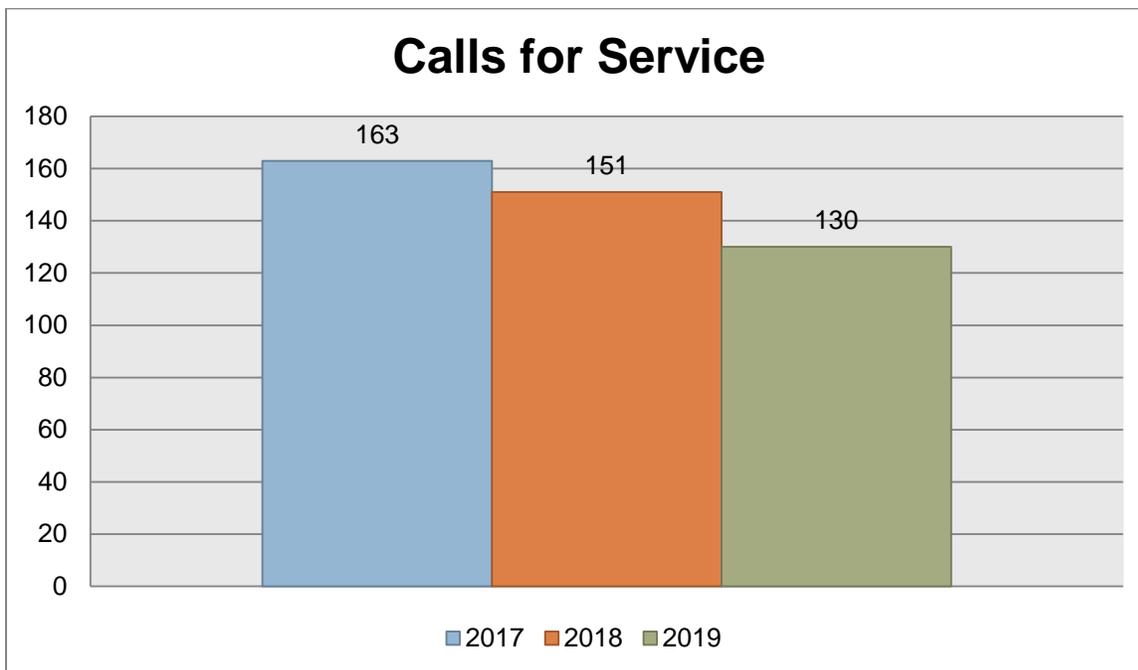
January- Background packets were given to Officer Candidate finalists and are expected to be completed in February.

January 29 - Officers Bell and Wirtz attended the Eagle View PTA family fun night at Eagle View Elementary.

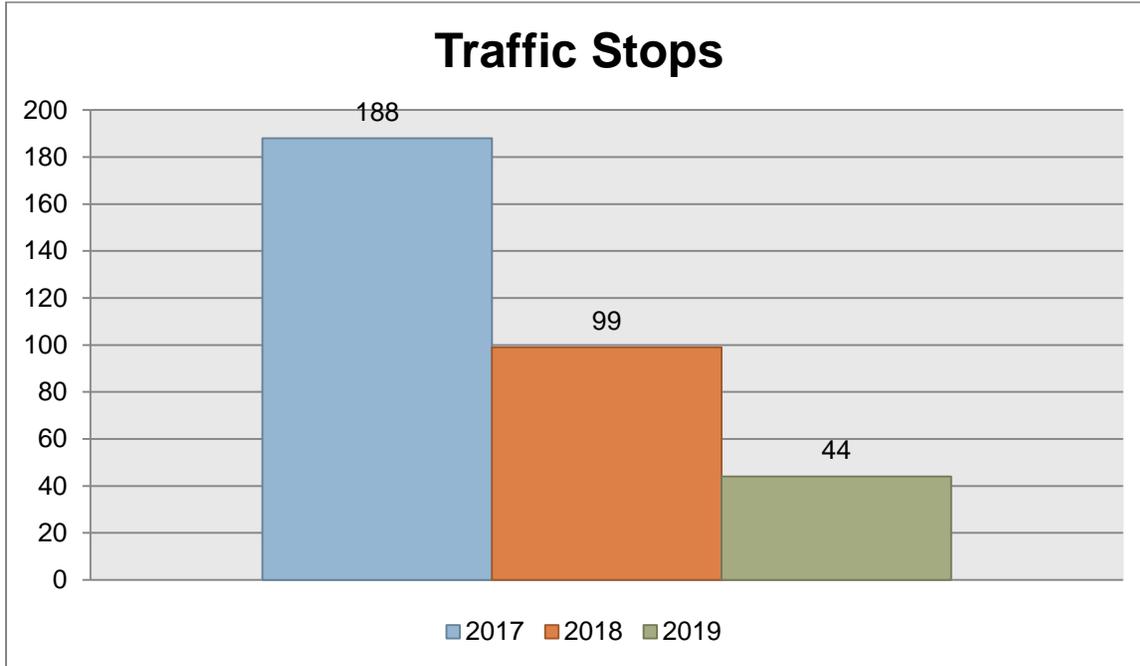
STATISTICAL INFORMATION – January 2019

- 5 Motor vehicle crashes
- 3 Noise complaints
- 3 Disputes
- 1 Theft
- 1 Vulnerable adult investigation initiated
- 2 Fraud complaints
- 4 Medicals
- 2 Disturbances
- 21 Assists to other agencies
- 2 Domestic assault incidents. Warrant arrest issued for 1 suspect.
- 3 Mental Health (Officers referred parties to Canvas Health)

Calls for Service:



Total Traffic Stops:



44 traffic stops were conducted in January 2019. **28** warnings issued and **16** citations issued for speed, stop sign violation, no proof of insurance/no insurance, and driving after revocation.

Total Incidents Handled:

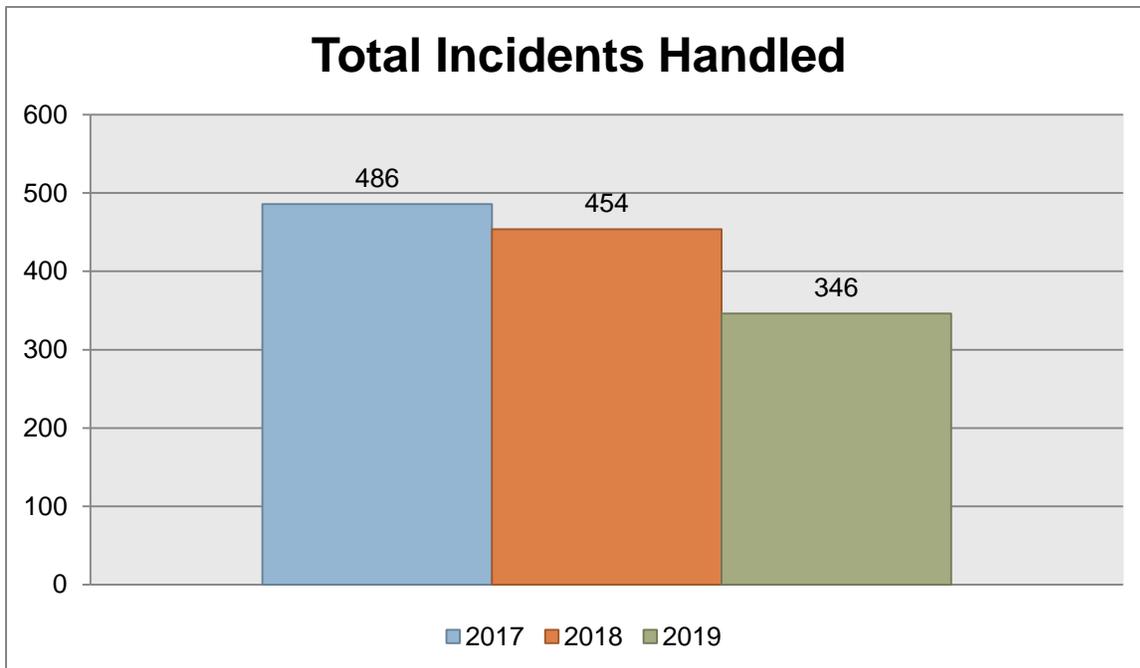


PHOTO ALBUM

BY CRAIG BELL, CLEO







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

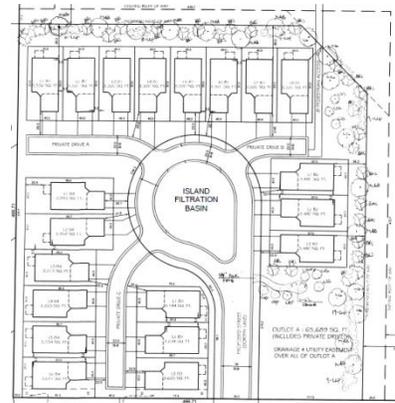
MEMORANDUM

TO: CITY COUNCIL, PLANNING COMMISSION, EDA & CHAMBER OF COMMERCE
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
SUBJECT: COMMUNITY DEVELOPMENT UPDATES
DATE: JANUARY 25, 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 – This is a residential detached townhome subdivision containing 20 lots. The City issued an early grading permit to the developer in September and initial site grading is complete. The developer decided to withhold installation of utilities due to early winter weather. The plat and development contract need to be signed by the developer; the project has been fully approved by the City.



Oakland Property / The Preserve at Elko New Market

– Staff had been working with a developer regarding the proposed residential development of approximately 31 residential lots on ten acres on the west side of the City (diagram to left). The property owner and developer petitioned for annexation of the property which was completed in November. City staff recently learned that the original developer is no longer pursuing the project. Staff has since met with the real estate broker marketing the property, and two potential developers over the past few weeks. The property is currently listed for sale on the MLS.

Dakota Acres / City Owned Property – On June 14th the City Council approved a purchase agreement for the sale of a 3.1 acre City-owned property in Dakota Acres. A closing on the property is scheduled for Tuesday, December 18, 2018. The property is zoned High Density Residential, and the buyer’s intended use of the property is a 60-unit apartment development (two separate buildings). Below is a rendering of a proposed thirty-six unit building. The new owner is currently planning to construct one of the buildings in the summer of 2019.



Adelmann Property – City staff recently completed working with the Adelmann family on concept development plans for their properties located adjacent to the I-35 / CR 2 interchange (approximately 243 acres). The project included coming to an agreement regarding future land uses for the property, and the creation of concept development plans. An impressive marketing package was created, including a flyover video /rendering of how the property could be developed.

<https://www.youtube.com/watch?v=uGubOWmGRi0&feature=youtu.be>

A second phase of the project was kicked off in November 2018 and will include preparation of an AUAR, a required environmental study, a wetland delineation and tree inventory. The AUAR project is now underway and is expected to be completed late summer of 2019.



Aaron Le Property – City staff provided feedback on a concept development plan and possible annexation in December, 2018. A revised concept plan has now been submitted which depicts 77 single-family residential lots on approximately 33.5 acres. The property owner also met with the City’s Development Review Team to review the concept plan. (Concept plan to the right.)



Business Leads – Staff has received inquiries regarding a possible pharmacy, car wash, and medical marijuana dispensary. Current state statute limits the number of permissible dispensaries in the state to a total of 8. There are no opportunities to locate new medical marijuana dispensaries in the state under the currently adopted legislation.

Building Permits – The City issued permits for two single family homes in December, 2018. The total for 2018 is 31 housing unit permits (13 townhomes and 18 single family housing unit), up from 11 total units in 2017.

Ordinance Updates – On December 20, 2018 the City Council approved an amendment to the City’s zoning code which would allow a smaller single family residential lot size than is currently permitted by the City’s code in some areas of the City.

In November, 2018 the City Council approved amendments to the City’s Zoning Ordinance regarding permitted and conditional uses in the B1 Neighborhood Business zoning district. The changes made it easier for certain business to locate in the B1 zoning district without needing a conditional use permit and will also clean up some of the currently listed definitions.

Staff is currently reviewing regulations regarding food trucks. Feedback is being sought from various stakeholder groups before bringing the information to the City Council for further direction.

Networking – City Planning staff attended a SCALE meeting and also a New Market Township meeting, and gave a presentation regarding the I35/CR2 interchange area. Attended a Chamber of Commerce coffee/networking event.

Roundabout Project – City staff and Bolton & Menk, the City’s engineering firm, have been working on the roundabout project scheduled for construction in 2020. Final construction limits have been identified, including easements that are needed from three property owners. Staff has been working with the three property owners regarding easement terms, and has also received proposals for right-of-way agent services. Staff is preparing for an open house which has been scheduled for February 11, 2019. City staff updated the City’s website with the most recent information - <http://www.ci.enm.mn.us/roundabout>.



2018 ANNUAL BUILDING PERMIT REPORT

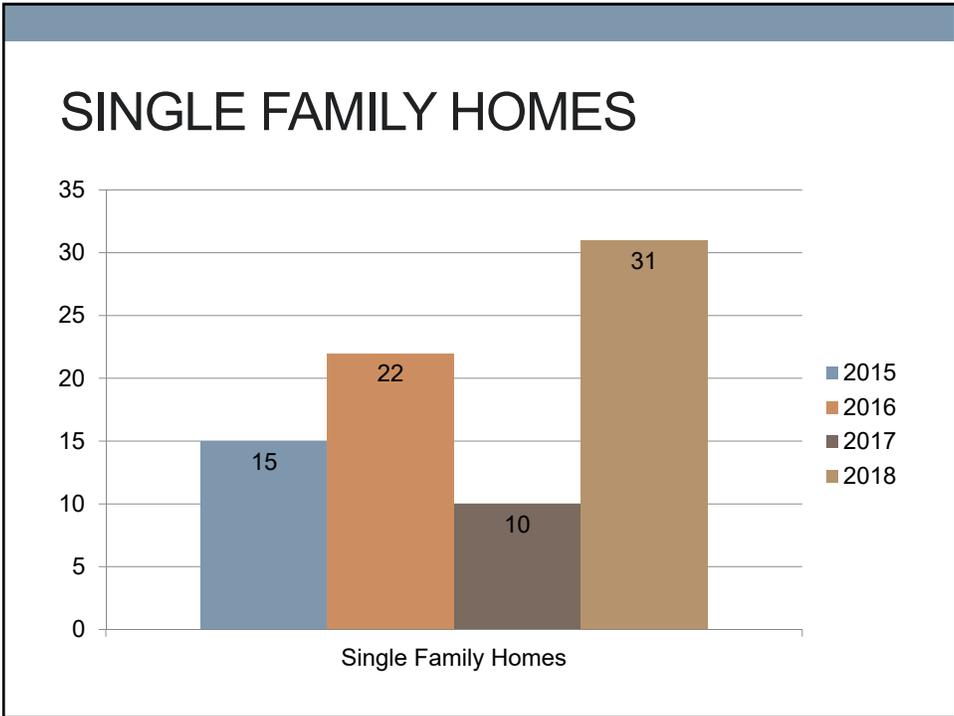
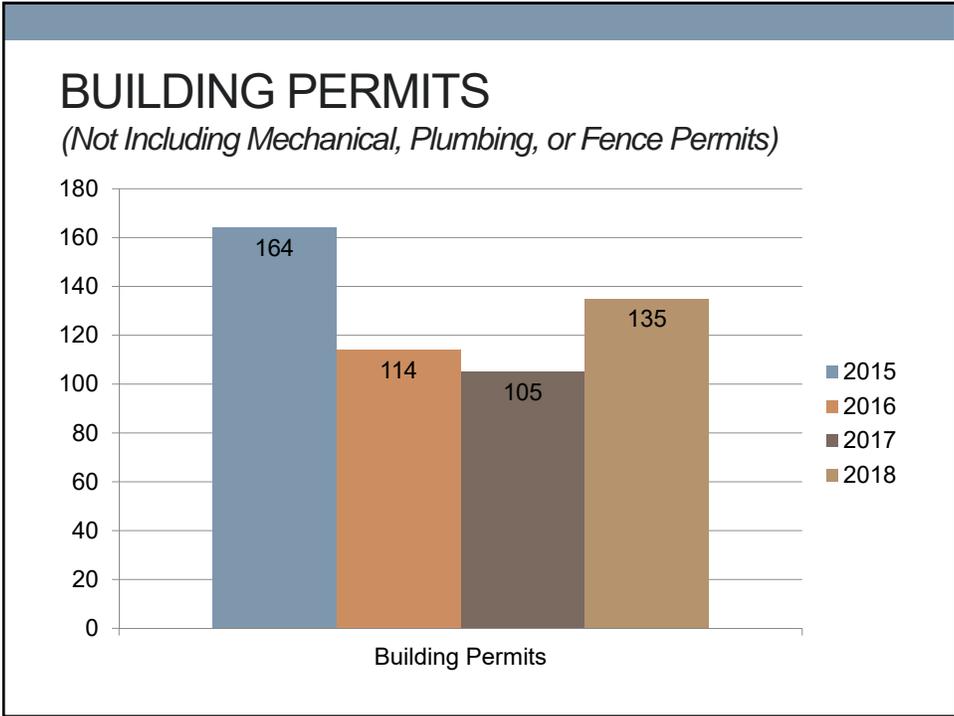
PRESENTED BY:
 RENEE CHRISTIANSON
 CITY OF ELKO NEW MARKET
 COMMUNITY DEVELOPMENT SPECIALIST



ELKO NEW MARKET BUILDING PERMIT STATISTICS

Type of Permit	2015	2016	2017	2018
Building <i>(Not including Mechanical, Plumbing or Fence)</i>	164	114	105	135
Single Family Homes	15*	22	10	31**
Commercial Development	0	0	1	5
Mechanical	41	64	72	85
Plumbing	41	57	64	79
Fence	23	20	15	18
Finish Basement	16	14	20	10
Deck/Porch	23	26	33	26
Reside/Reroof	79	31	19	18

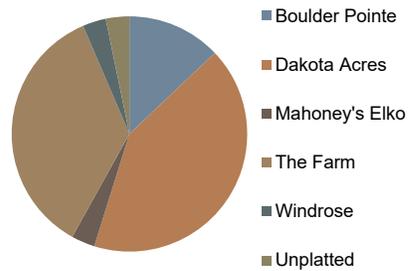
* Includes 2 Attached Townhome Units
 ** Includes 13 Attached Townhome Units



2018 SINGLE FAMILY HOME PERMITS BY DEVELOPMENT (Attached & Detached)

Development / Neighborhood	Single Family Home Permits Issued
Boulder Pointe	4
Dakota Acres	13
Mahoney's Elko	1
The Farm	11
Windrose	1
Unplatted	1
Total	31

Single Family Home Permits Issued (Attached & Detached)



2018 LIST OF BUILDERS

Builder	Number of Homes Built
K Michael Homes	3
Mahowald Builders	3
Hoagland Homes	1
Exceptional Outdoor Living	1
Eternity Homes	2
Syndicated Properties, LLC	13
Robert McNearney Custom Homes	4
Youngfield Homes	1
Fieldstone Family Homes	1
Nick Kes	1
Art Seidel	1

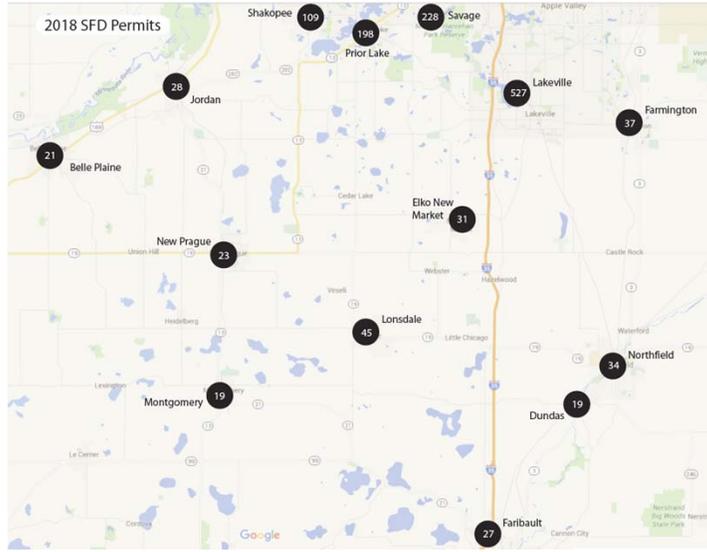
ENM HOUSING STARTS – 2006 to 2018

Year	Units
2006	140
2007	49
2008	15
2009	10
2010	19 (Plus 49 Apt. Units)
2011	4
2012	27 (Includes 2 Twin Homes)
2013	40
2014	18 (Includes 2 Twin Homes)
2015	15 (Includes 2 Twin Homes)
2016	22
2017	10
2018	31 (Includes 13 Townhomes)

2018 SOUTH METRO/I-35 & HWY 19 AREA CITIES SFH STATISTICS

City	2015	2016	2017	2018	4-Yr Total
Lakeville	420	465	531	527	1943
Savage	85	151	204	228	668
Prior Lake	122	112	83	198	515
Farmington	54	66	44	37	201
New Prague	21	53	84	23	181
Lonsdale	23	35	32	45	135
Northfield	31	32	30	34	127
Faribault	23	20	33	27	103
Elko New Market	15	22	10	31	78
Dundas	5	12	21	19	57
Montgomery	8	7	18	19	52

2018 AREA BUILDING PERMITS



Lot Inventory

Subdivision	Vacant Lots
Boulder Heights	53 (lots not buildable until streets & utilities completed)
Boulder Pointe 6 th Addn	11
Boulder Pointe 7 th Addn	16
Dakota Acres	1
Elko	2
The Farm	19
Whispering Creek North 3 rd Addn	1
Woodcrest	5
Unplatted	2
Total	110

Total Lots Remaining: 110
Townhome Lots Remaining: 26
Single Family Detached Lots Remaining: 84

CONCLUSION

The year 2018 was a better year than 2017 for Building Permit activity. Single Family housing starts have gone from 10 in 2017 to 31 in 2018.

One reason for the increase in housing units was the sale of the Dakota Acres townhome lots and the issuance of all 13 townhome unit permits at one time. The lot inventory in the Farm and Boulder Pointe continues to decrease.

Housing Starts	2016	2017	2018
1 st Quarter	1	2	3
2 nd Quarter	10	4	18
3 rd Quarter	4	2	8
4 th Quarter	7	2	2

A summary of 2016, 2017 and 2018 housing starts are provided above.

Data shows an uptick in construction in 2018. With new lots anticipated in 2019, our lot inventories will increase which will hopefully result in additional housing starts in 2019.



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

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, EDA, PLANNING COMMISSION
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
SUBJECT: 2019 VACANT LOT INVENTORY: RESIDENTIAL, COMMERCIAL, INDUSTRIAL
DATE: FEBRUARY 1, 2019

Background / History

The Community Development Department has completed an inventory of all vacant lots (residential, commercial, industrial) within the city limits as of February 1, 2019. As part of the analysis only those lots that have municipal utilities available to them and are nearly building permit ready were identified. Attached to this memo are maps showing the vacant lots in each of the three categories.

Residential Lots: There are currently a total of 110 vacant residential lots available in the city limits. It is noted that 53 of these platted lots are within the Boulder Heights development and although they are platted, they are not yet ready for construction because the street and utility construction has not been completed. Of the remaining 57 lots that are ready for construction, there are 31 lots available for single family home construction and 26 lots available for detached townhome construction (part of an association). A breakdown of vacant lots by development is as follows:

- Boulder Heights – 53 lots (not buildable until infrastructure is complete)
- Boulder Pointe 6th Addition – 11 lots (all 11 are part of an association)
- Boulder Pointe 7th Addition – 16 lots (10 single family, and 6 that are part of an association)
- Dakota Acres – 1 lot
- Elko – 2 lots
- The Farm – 6 lots (6 that are part of an association)
- The Farm 2nd Addition – 3 lots (3 that are part of an association)
- The Farm 3rd Addition – 10 lots
- Whispering Creek North 3rd Addition – 1 lot
- Woodcrest – 5 lots (2 of these vacant lots are existing homes where the property owner owns 2 adjacent lots; the home sits on one lot and the adjacent lot is vacant)
- Unplatted – 2 lots (1 of these vacant lots is an existing home where the property owner owns 2 adjacent lots; the home sits on one lot and the adjacent lot is vacant)

Commercial Lots: There are currently 7 vacant commercial lots available in the city limits. The total acreage of the commercial lots is 27.3 acres. It is noted that all commercial lots identified on the attached map need to be further platted into lots and blocks before being eligible for building permits. With the exception of platting, the lots are relatively close to being building permit ready. All of the identified lots have municipal utilities available to them.

Industrial Lots: There are currently no vacant industrial lots available within the city limits.

Staff Recommendation:

Staff recommends that the City Council, EDA and Planning Commission review the reports as information.
2019 Vacant Lot Inventory
2/1/19



City of Elko New Market Vacant Lot Inventory

Residential, Commercial & Industrial Properties

February, 2019

Contacts for Vacant Residential Land

Bernie Mahowald
612-369-5341
Owner/developer for various lots in:
The Farm development (multiple phases)

Luke Israelson
KJ Walk
952-826-9068
Owner/developer for various lots in:
Boulder Heights development

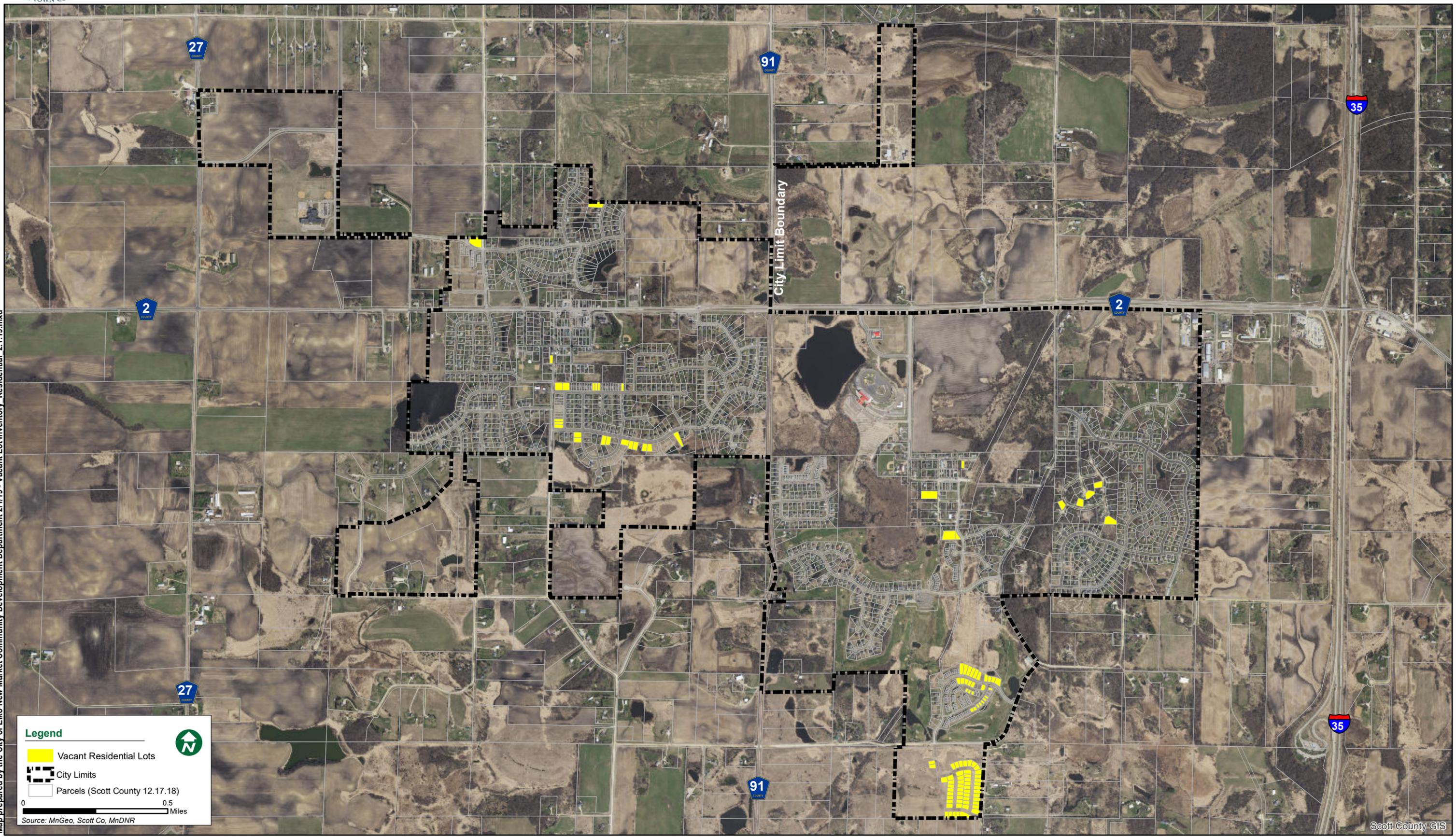
Bjorn Vogen
RAV Holdings, LLC
612-393-2123
Owner/developer for various lots in:
Boulder Pointe 6th & 7th Additions

Many local realtors are also able to help in your search as well.

Contacts for Vacant Commercial Land

1. Dan Ringstad
New Market Bank
952-223-2319
2. Bart Winkler
952-432-7101
3. Linda Zweber
612-987-1549
4. Linda Zweber
612-987-1549
5. Dan Ringstad
New Market Bank
952-233-2319
6. Northfield Hospital
Jerry Ehn
507-646-1515
7. Tom Ryan
612-282-4330

Map prepared by the City of Elko New Market Community Development Department 2/1/19 - Vacant Lot Inventory Residential_2.1.19.mxd



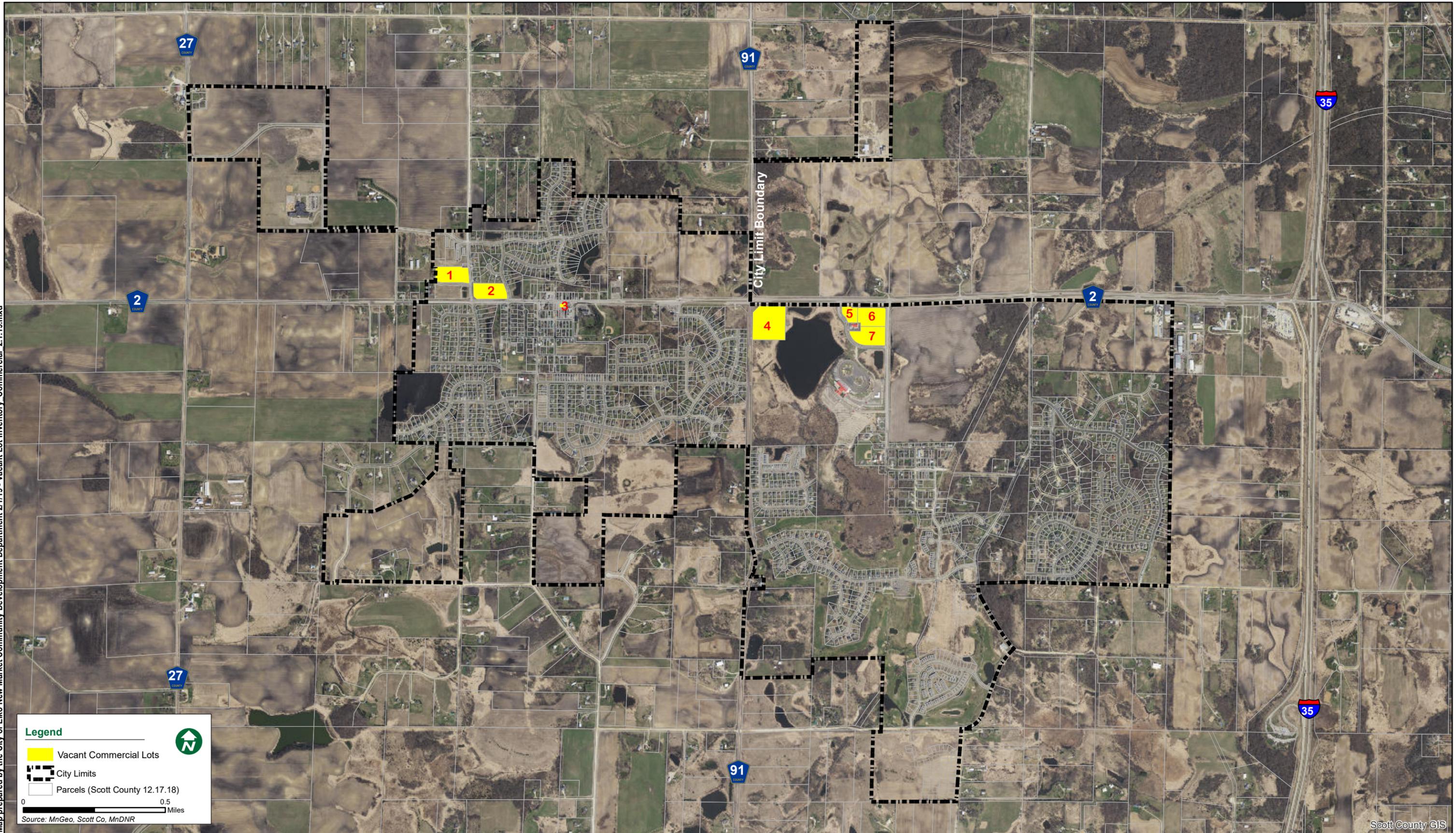
Legend

- Vacant Residential Lots
- City Limits
- Parcels (Scott County 12.17.18)

0 0.5 Miles

Source: MnGeo, Scott Co, MnDNR

Map prepared by the City of Elko New Market Community Development Department 2/1/19 - Vacant Lot Inventory Commercial 2.1.19.mxd



Demographic Snapshot Comparison Report



Date: February 5, 2019

	Minneapolis-St. Paul-Bloomington, MN-WI Metro	Belle Plaine	Elko New Market	Farmington	Jordan	Lakeville	Lonsdale	New Prague	Prior Lake	Savage	Shakopee
Population: 2018A											
Total Population	3,577,697	7,411	4,464	23,025	6,447	62,194	3,855	7,694	26,205	30,227	41,223
Female Population	50.45%	50.83%	48.79%	49.72%	49.82%	49.82%	48.85%	51.47%	50.31%	49.80%	51.14%
Male Population	49.55%	49.17%	51.21%	50.28%	50.18%	50.18%	51.15%	48.53%	49.69%	50.20%	48.86%
Population Density	441	1,199	1,336	1,551	2,008	1,639	1,411	2,036	1,434	1,831	1,403
Population Median Age	37.0	34.2	32.4	33.1	33.1	36.4	32.7	37.0	40.0	36.4	33.5
Employed Civilian Population 16+	2,020,020	4,112	2,503	12,741	3,570	36,671	1,919	4,229	15,947	19,036	24,459
% White Collar	66.7%	51.4%	66.6%	63.1%	60.9%	72.5%	51.3%	57.9%	68.5%	70.6%	66.4%
% Blue Collar	33.3%	48.6%	33.4%	36.9%	39.1%	27.5%	48.7%	42.1%	31.5%	29.4%	33.6%
Total Q3 2018 Employees	1,858,915	2,273	490	4,698	1,552	19,347	701	3,149	6,515	7,710	29,782
Total Q3 2018 Establishments*	129,434	187	89	422	186	1,585	108	259	742	912	1,161
Population Growth 2000-2010	10.45%	83.70%	98.15%	64.33%	58.42%	29.74%	103.59%	44.36%	35.95%	28.11%	78.36%
Population Growth 2018A-2023	4.65%	16.69%	19.73%	15.99%	7.57%	10.67%	21.86%	13.95%	12.30%	8.26%	17.00%
Income: 2018A											
Average Household Income	\$100,893	\$87,596	\$138,342	\$100,974	\$97,183	\$132,618	\$83,404	\$99,120	\$134,673	\$130,100	\$110,229
Median Household Income	\$75,079	\$78,248	\$109,966	\$89,387	\$77,612	\$104,671	\$69,747	\$71,950	\$110,747	\$108,178	\$91,578
Per Capita Income	\$39,623	\$31,604	\$42,900	\$34,070	\$33,024	\$44,478	\$29,551	\$37,611	\$50,057	\$44,266	\$38,400
Avg Income Growth 2000-2010	27.56%	46.29%	28.74%	29.97%	60.33%	29.46%	29.40%	50.66%	20.99%	31.64%	39.29%
Avg Income Growth 2018A-2023	14.80%	17.56%	17.08%	14.12%	18.15%	14.16%	11.86%	18.67%	17.94%	16.23%	20.69%
Households: 2018A											
Households	1,396,181	2,638	1,383	7,745	2,191	20,854	1,365	2,907	9,735	10,284	14,247

	Minneapolis-St. Paul- Bloomington, MN-WI Metro	Belle Plaine	Elko New Market	Farmington	Jordan	Lakeville	Lonsdale	New Prague	Prior Lake	Savage	Shakopee
Average Household Size	2.50	2.73	3.17	2.97	2.93	2.98	2.81	2.67	2.68	2.93	2.83
Hhld Growth 2000-2010	11.97%	78.89%	93.44%	64.66%	55.79%	37.28%	96.09%	48.45%	42.82%	34.59%	68.15%
Hhld Growth 2018A-2023	5.95%	17.09%	21.20%	17.58%	8.44%	11.98%	22.09%	14.74%	14.04%	10.47%	17.51%
Housing Units: 2018A											
Occupied Units	1,396,181	2,638	1,383	7,745	2,191	20,854	1,365	2,907	9,735	10,284	14,247
% Occupied Units	96.47%	97.98%	98.22%	97.05%	98.87%	97.44%	94.87%	96.64%	98.61%	99.17%	98.84%
% Vacant Housing Units	3.53%	2.02%	1.78%	2.95%	1.13%	2.56%	5.13%	3.36%	1.39%	0.83%	1.16%
Owner Occ Housing Growth 2000-2010	10.29%	86.10%	89.05%	63.58%	50.85%	31.40%	98.11%	46.15%	36.21%	28.50%	63.43%
Owner Occ Housing Growth 2000-2023	22.45%	144.86%	146.25%	106.97%	86.07%	60.23%	145.32%	75.94%	66.80%	56.41%	107.82%
Owner Occ Housing Growth 2018A-2023	6.19%	17.79%	20.89%	18.16%	8.09%	11.26%	21.60%	15.15%	13.20%	10.24%	19.18%
Occ Housing Growth 2000-2010	11.97%	78.89%	93.44%	64.66%	55.79%	37.28%	96.09%	48.45%	42.82%	34.59%	68.15%
Occ Housing Growth 2010-2023	13.82%	30.75%	33.60%	27.79%	26.99%	24.99%	27.46%	22.22%	26.58%	24.63%	29.61%
Occ Housing Growth 2018A-2023	5.95%	17.09%	21.20%	17.58%	8.44%	11.98%	22.09%	14.74%	14.04%	10.47%	17.51%
Race and Ethnicity: 2018A											
% American Indian or Alaska Native Population	0.71%	0.23%	0.26%	0.59%	0.73%	0.38%	0.38%	0.31%	1.85%	0.45%	1.24%
% Asian Population	6.73%	1.47%	3.20%	3.97%	1.27%	4.47%	1.03%	0.69%	3.21%	9.04%	11.36%
% Black Population	8.28%	1.71%	2.10%	2.86%	0.82%	3.61%	0.53%	0.94%	2.02%	6.20%	6.84%
% Hawaiian or Pacific Islander Population	0.05%	0.03%	0.03%	0.06%	0.00%	0.04%	0.27%	0.02%	0.03%	0.26%	0.02%
% Multirace Population	3.10%	2.28%	2.56%	3.20%	2.84%	3.05%	1.57%	1.70%	3.09%	2.82%	3.27%
% Other Race Population	2.52%	1.47%	0.26%	1.21%	2.79%	1.43%	0.36%	0.67%	0.51%	1.51%	5.21%

	Minneapolis-St. Paul- Bloomington, MN-WI Metro	Belle Plaine	Elko New Market	Farmington	Jordan	Lakeville	Lonsdale	New Prague	Prior Lake	Savage	Shakopee
% White Population	78.61%	92.80%	91.59%	88.10%	91.55%	87.02%	95.87%	95.67%	89.29%	79.72%	72.06%
% Hispanic Population	5.82%	2.34%	2.17%	4.07%	7.10%	4.09%	1.58%	2.07%	2.09%	3.62%	9.39%
% Non Hispanic Population	94.18%	97.66%	97.83%	95.93%	92.90%	95.91%	98.42%	97.93%	97.91%	96.38%	90.61%
Seasonal Population Trending											
Q4 2015	35,270	3	8	66	3	245	14	23	173	40	52
Q1 2016	34,035	3	5	60	3	237	14	20	133	30	40
Q2 2016	38,335	6	8	63	6	252	15	26	206	45	59
Q3 2016	38,422	6	5	84	6	325	14	24	203	43	51
Q4 2016	35,756	3	5	82	3	325	14	20	143	33	38
Q1 2017	36,784	3	5	60	3	188	14	19	143	31	38
Q2 2017	36,784	3	5	60	3	188	14	19	143	31	38
Q3 2017	39,481	6	8	65	6	191	13	25	201	45	49
Q4 2017	37,212	3	5	60	3	188	13	21	148	35	34

*Establishment counts include D&B business location records that have a valid telephone, known SIC code and D&B rating as well as exclude cottage industries (businesses that operate from a residence).

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ENM Parks Commission Update

January 31, 2019

1. The City Council approved a budget of \$171,234.00 for the Parks Department for 2018. Through November 30, 2018, expenditures total \$126,323, or about 73.77%, of the total budgeted. We are well under the 92% guideline for the first 11 months of 2018. We should be getting the final numbers for 2018 from our new Accountant, Kellie Stewart, who started on January 15th...say "hi" next time that you're in City Hall!
2. Shortly after the January 8th Parks Commission meeting, I found out that the Shakopee Mdewakanton Sioux Community (SMSC) had issued an RFP for back in October for applications for trail grant funds. Fortunately, there were funds remaining after the SMSC awarded grants on January 7th to Shakopee and Prior Lake, so I applied for them with the assistance from Bolton-Menk, Inc for a segment to connect Windrose 8th Addition to Woodcrest Addition, so that Woodcrest residents could have better access to the Pete's Hill "Lookout" and trail and the Windrose 8th residents could have access to Woodcrest Park. This segment cost of about \$23,000 fit into the parameters for the remaining funds – the 2-trail links in our 2019 Goals would've have been expensive to qualify for funding. That application was filed on January 29th to make the January 31st deadline. My apologies for not getting your thoughts prior to making the application, but you will have a chance to consider it further if we are fortunate enough to get funding for the project by recommending to the Council that we accept the funds.
3. The Rowena Pond Park RePurposing Master Plan is now underway! The Public Works Department has completed the first phase by relocating the playground equipment. Now that the playground equipment has been moved, the next step will be to move the baseball field. I will meeting with the neighbors adjacent to the park in February before that part of the project is started to go over resolution of their current drainage issues now that the City Engineer has determined options. Assuming assent from the neighbors, we can start grading next Spring for the new T-Ball field, while the current one is in use over the Summer. I will be looking at a Twins Community Fund grant to see if the upgrade T-Ball Field qualifies for funding.
4. The Skating Rink at Little Windrose Park opened on Wednesday, December 19th for use over the Holidays and has seen a lot of use this Winter,

especially in January with the colder weather. Thanks to the PW Department for keeping them in good shape!

5. The Parks Commission approved the purchase of archery equipment at the December meeting. I have contacted, Terri Murtagh of the Three Rivers Parks staff, to outline a list of needed equipment to purchase through New Prague Community Ed or Three Rivers Parks. The City's Community Development/Administrative Intern has given me an outline of possible grants to look at for purchasing the necessary replacement equipment. We are working to have the archery equipment ordered in February for use in 2019.
6. Jessica Davidson and I discussed the "lineup" for the Winter programming at the library on Thursday, January 24th. Unfortunately, she has health issues that would prevent her from doing the programs in February, but she would be able to do them in March on Thursday evenings. I have told her that would work fine...more at our February 12th Parks Commission meeting. Again, our thanks to Jessica Davidson and New Prague Community Ed for their support in managing these events!
7. Speaking of programming, the Winter/Spring Community Ed catalogues are out for both New Prague and Lakeville. This Winter, we've focused on more senior programming, so a sampling of those in Elko New Market include: AARP Smart Driver Courses at the ENM Library; Hearts and Flowers for Valentine's Day; a movie day; and Spring Fling. Other programming along the same lines includes: How to Pay for a Nursing Home; Long Term Care insurance; and Understanding Trusts and Wills. In addition, the popular Adult Open Basketball is back at Eagle View every Tuesday evening from 8 PM to 10 PM and Zumba; Dance Fitness; Pilates; and Hall Walking return to Eagle View for the Winter. Finally, online learning on 52 different subjects is available on ed2go/ce721 to all ENM residents! Of course, there are many programs for young adults and kids, too!
8. As you recall from the November Parks Commission Meeting, the Open House on the Disc Golf Course was held. I did 2 Facebook postings on it and a Website invitation to talk about it with interested residents at the meeting, but none showed, nor did I receive any other email or phone feedback. I've firmed up the course design with the assistance of the City Engineer's Office and showed you a better graphic at the December Parks Commission Meeting. I met with the vendor on December 10th and

reviewed/confirmed the design layout and he will begin construction in early May. I will do a couple of Facebook postings when I have an official start date, so the neighborhood is aware of the project.

9. As we discussed at the December Parks Commission meeting, another residential development starting to take shape is the Le Property on the NW Quadrant of Dakota Avenue and James Parkway, which would be annexed to the City for about 70 single family homes. I conveyed the Parks Commission recommendation that should the development move forward, cash, rather than land, should be paid by the developer. There has been no further progress to date on the development.
10. Since Commissioner Zahratka will be out of town for the next New Prague Community Ed Advisory Council Meeting on Thursday, March 11th @ 6 PM, please check your calendars and let me know if you can attend on behalf of the Parks Commission.
11. Based on the criteria established by the Parks Commission at the January meeting, I will have a couple of options, along with costs, for the additional pet waste stations ready to go for approval at the February Parks Commission meeting.
12. Also, as requested by the Parks Commission, I attached a copy of the 2019 Parks Commission Goals for Councilmembers to the January Meeting Minutes. They were in the Council's January 24th Meeting Packet.
13. On January 14th, I met with Morton Building Systems on repairing the damage to the Wagner Park Shelter. The City Council approved the downpayment of \$1,369 for the repairs at their January 24th meeting. I will be working with them to get a firm date for the repairs.
14. The terms of Commissioner Miller and Commissioner Melgaard are up on March 31, 2019. I passed along their interest in being reappointed for a 3-year term to the City Council. They did decide to open the process to see if anyone else was interested at their January 10, 2019 City Council meeting. I'll have a status report at the February Parks Commission meeting.
15. I will be on vacation for the Tuesday, March 12th Parks Commission meeting, so there will be an item on the February 12th Parks Commission meeting to consider a motion that the next Parks Commission Meeting be on Tuesday, March 26th, 2018 at 4:00 PM at ENM City Hall.
16. See you February 12th @ 4 PM @ ENM City Hall for our February Parks Commission meeting!