

**CITY OF ELKO NEW MARKET
CITY COUNCIL WORK SESSION AGENDA
CITY OF ELKO NEW MARKET
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA
THURSDAY, FEBRUARY 28, 2019**

6:30 PM

- 1. Call to Order**
- 2. Presentations**
- 3. Reports**
- 4. General Discussion**
 - a. Interview – Chief of Police/Emergency Management Director
- 5. Reports (Cont'd)**
 - a. Reports from the Business Agenda may be presented if time permits
- 6. Adjournment**



STAFF MEMORANDUM

SUBJECT:	Chief Of Police/Emergency Management Director Candidate Interview
MEETING DATE:	February 28, 2019
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Conduct interview and provide direction to City Administrator

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
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- 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 Council is being asked to conduct an interview for the Chief of Police/Emergency Management Director position. Following a selection process including two panel interviews and a background check, Brady Juell has been selected as the finalist for the position. Juell is currently a Sergeant with the City of Chaska Police Department where he has served since 1996.

The interview process will consist of two parts. First, the candidate will provide a presentation on two separate topics, each not to exceed ten minutes. Second, the Council will ask interview questions.

Following the interview, the Council will be asked to provide direction to the City Administrator on whether or not to offer the position to the candidate. Materials related to the interview will be provided at the meeting. Please contact the City Administrator with any questions.

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, FEBRUARY 28, 2019**

**BUSINESS MEETING
7:30 PM
Or As Soon Thereafter Following the City Council Work Session**

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 February 14, 2018 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Adopt Resolution 19-10 Supporting The Repeal Of Dan Patch Commuter Rail Line; Prohibitions, 2002 Minnesota Session Law Chapter 393 (House File 3618, Sec. 85)Enabling The State Of Minnesota, The Metropolitan Council, And Regional Trail Authorities To Study The Dan Patch Commuter Rail Line
- d. Adopt Resolution 19-11 Adopting Amendments to the Elko New Market Police Department Policy ad Procedure Manual

7. Public Hearings

8. General Business

- a. Accept of Donation from Fire Relief
 - a. Resolution 19-09 Accepting Cash Donation From The Elko New Market Fire Relief Association
- b. Request for Waiver of Fees – Lucast
- c. Authorize Architectural Services for Police Department Remodel

9. Reports

- a. Administration
- b. Public Works
- c. Police Department
- d. Fire Department
- e. Engineering
- f. Community Development
- g. Parks Department
 - i. Draft Parks & Recreation Commission Minutes of February 19, 2019 Meeting
- 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)
 - Draft CCEC Minutes of February 19, 2019 Meeting
 - vi. Downtown Improvement Committee

10. Discussion by Council

11. Adjournment

1. CALL TO ORDER

The meeting was called to order by Mayor Julius at 6:30 p.m.

Members Present: Mayor Julius, Councilmembers: Schwichtenberg and Seepersaud

Members Absent: Councilmembers Berg and Timmerman

Also Present: City Administrator Terry, Interim Police Chief Bell, City Attorney Poehler and Community Development Specialist Christianson

2. PLEDGE OF ALLEGIANCE

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

3. ADOPT/APPROVE AGENDA

City Administrator Terry stated Item 8A (Acceptance of Donation from Fire Relief) and Item 8B (Request for Waiver of Fees – Lucast) would be moved to the February 28, 2019 City Council meeting due to Councilmember’s absence from this meeting.

City Administrator Terry stated under the Right-of-Way acquisition services, one of the elements is getting ratification from the City Council on the general terms of easement acquisition for New Market bank and KL Group, LLC. Since the Mayor is an employee of the Bank, the item needs to be placed under general business in order for the Mayor to abstain from that element of the discussion and decision.

MOTION by Councilmember Seepersaud, second by Councilmember Schwichtenberg to approve the revised agenda. **APIF, MOTION CARRIED**

4. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

None

5. PUBLIC COMMENT

None

6. CONSENT AGENDA

MOTION by Councilmember Seepersaud, second by Councilmember Schwichtenberg to approve Consent Agenda as amended.

- a. Approve January 10, 2019 Minutes of the City Council Meeting
- b. Approve January 24, 2019 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 -
Moved to General Business

APIF, MOTION CARRIED

7. PUBLIC HEARINGS

None

8. GENERAL BUSINESS

- a. Acceptance of Donation from Fire Relief
Removed
- b. Request for Waiver of Fees - Lucast
Removed

- c. CSAH 2 & 91 Roundabout Project

City Administrator Terry requested the City Council approve the 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. He noted Mayor Julius did not need to abstain from this item. **MOTION** by Councilmember Schwichtenberg, second Councilmember Seepersaud, to approve the Professional Services Agreement between the City of Elko New Market and SRF. **APIF, MOTION CARRIED**

City Administrator Terry requested the City Council approve the Consent to Preliminary Terms Regarding Easement Acquisition with KL Group, LLC and New Market Bank. He indicated Mayor Julius needed to abstain. **MOTION** by Councilmember Seepersaud, second Councilmember Schwichtenberg, to approve the Consent to Preliminary Terms Regarding Easement Acquisition with KL Group, LLC and New Market Bank. **Aye: Councilmembers Seepersaud, Schwichtenberg; Mayor Julius abstained. MOTION CARRIED**

9. REPORTS

- a) ADMINISTRATION
None
- b) PUBLIC WORKS
Written report included in Council Packet.
- c) POLICE DEPARTMENT
Written report included in Council Packet.
- d) FIRE DEPARTMENT
None

e) ENGINEERING
None

f) COMMUNITY DEVELOPMENT
Community Development Updates included in Council Packet along with 2018 Building Permit Summary, Vacant Lot Inventory and Demographic Comparison.

g) PARKS DEPARTMENT
The meeting date was changed due to inclement weather.

h) OTHER COMMITTEE AND BOARD REPORTS

i. SCALE

Mayor Julius indicated he was not at the SCALE meeting. City Administrator Terry updated the Council on the SCALE Service Delivery Committee meeting.

ii. MVTA
None

iii. I35 SOLUTIONS ALLIANCE
None

iv. CHAMBER OF COMMERCE
None

vi. COMMUNITY AND CIVIC EVENTS COMMITTEE
None

vii. DOWNTOWN IMPROVEMENT COMMITTEE
None

10. DISCUSSION BY COUNCIL

Councilmember Schwichtenberg indicated he went to the newly elected officials conference put on by the League of Minnesota Cities.

Councilmember Schwichtenberg asked there be more conversation regarding the roundabout and thru access while under construction. The item was discussed.

11. ADJOURNMENT

MOTION by Councilmember Schwichtenberg, second by Councilmember Seepersaud, to adjourn the meeting at 6:52 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by:

Thomas Terry, City Administrator



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	February 28, 2019
PREPARED BY:	Stephanie Fredrickson, Administrative Assistant
REQUESTED ACTION:	Approve Payment of Current Claims

COMMUNITY VISION:

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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 28, 2019**

Name	Check Date	Check Amt	
AUTOPAYS			
Paid Chk# 005949EHEALTH EQUITY, INC.	2/8/2019	\$0.00	REVERSED
Paid Chk# 005950EUNUSED NUMBER	N/A	\$0.00	VOID
Paid Chk# 005951EHEALTH EQUITY, INC.	1/25/2019	\$488.84	HSA12519EE
Paid Chk# 005952EHEALTH PARTNERS	2/13/2019	\$14,198.93	MEDICAL INS
Paid Chk# 005953EHEALTH EQUITY, INC.	2/1/2019	\$32.45	HSA Monthly Fees
Paid Chk# 005954ESUN LIFE FINANCIAL	1/1/2019	\$1,050.28	January 2019 Sun Life
Paid Chk# 005955ESUN LIFE FINANCIAL	2/1/2019	\$1,041.44	February 2019 Sun Life
Paid Chk# 005956EINTERNAL REVENUE SERVICE	2/20/2019	\$10,034.42	General Liabilities
Paid Chk# 005957EMN DEPT OF REVENUE	2/20/2019	\$2,016.98	General Liabilities
Paid Chk# 005958EPERA	2/20/2019	\$6,842.00	General Liabilities
Paid Chk# 005959EHEALTH EQUITY, INC.	2/21/2019	\$538.84	HSA EE Monthly Contribution
Paid Chk# 005960ENUVERA COMMUNICATIONS, INC.	2/20/2019	\$322.71	Police Dept Phone/Fax
Paid Chk# 005961ENUVERA COMMUNICATIONS, INC.	2/20/2019	\$534.83	Area Hall Phone/SCADA
Paid Chk# 005962EMN VALLEY ELECTRIC COMPANY	2/22/2019	\$134.00	268X Xerxes Water Tower, Elko
Paid Chk# 005963ENUVERA COMMUNICATIONS, INC.	2/20/2019	\$49.99	139503 - 25499 Natchez Ave
Paid Chk# 005964ENUVERA COMMUNICATIONS, INC.	2/20/2019	\$169.11	937759 - 25499 Natchez Ave Bld
Paid Chk# 005965EXCEL ENERGY	3/4/2019	\$406.32	Streetlights
Paid Chk# 005966EXCEL ENERGY	3/5/2019	\$4,963.19	601 Main Street
Paid Chk# 005967EDAKOTA ELECTRIC ASSN	3/1/2019	\$128.05	Ptarmigan Drive Streetlights
Total		\$42,952.38	
PRE-PAIDS			
Paid Chk# 039451 VISA	2/11/2019	\$928.04	Shop with a cop supplies
Paid Chk# 039452 UNITED STATES POSTAL SERVICE	2/12/2019	\$295.96	Postage - Jan 2019 Utility Bil
Paid Chk# 039453 Minnesota Department of	2/14/2019	\$21.75	2007 Pontiac Grande Prix
Paid Chk# 039454 PAYROLL	2/21/2019	\$626.10	
Paid Chk# 039455 PAYROLL	2/21/2019	\$69.26	
Paid Chk# 039456 PAYROLL	2/21/2019	\$429.25	
Paid Chk# 039457 PAYROLL	2/21/2019	\$46.17	
Paid Chk# 039458 PAYROLL	2/21/2019	\$46.17	
Paid Chk# 039459 PAYROLL	2/21/2019	\$69.26	
Total		\$2,531.96	
CHECK REGISTER			
Paid Chk# 039460 ACE HARDWARE & PAINT	2/28/2019	\$66.10	PW - Building Maint
Paid Chk# 039461 AIRGAS USA, LLC	2/28/2019	\$237.78	FD - Oxygen
Paid Chk# 039462 ANCHOR SOLAR INVESTMENTS, LLC.	2/28/2019	\$243.58	Solar Panel Lease
Paid Chk# 039463 APPLE FORD LINCOLN	2/28/2019	\$121.80	PW - Fleet Maint & Equip
Paid Chk# 039464 APPLE VALLEY MEDICAL CLINIC	2/28/2019	\$122.00	Pre-Employ Testing - Kellie St
Paid Chk# 039465 BANYON DATA SYSTEMS INC	2/28/2019	\$300.00	FA & Payroll Training - Kellie
Paid Chk# 039466 BENEFIT EXTRAS, INC	2/28/2019	\$66.00	COBRA Letter - Steve Mortenson
Paid Chk# 039467 BOLTON & MENK	2/28/2019	\$4,961.00	2&91 Roundabout Engineer Fees
Paid Chk# 039468 BOYER TRUCKS	2/28/2019	\$477.78	PW - Fleet Maint & Equip
Paid Chk# 039469 FASTENAL COMPANY	2/28/2019	\$33.68	PW - Fleet Maint & Equip
Paid Chk# 039470 GOPHER STATE ONE CALL	2/28/2019	\$14.85	Locates
Paid Chk# 039471 GREAT LAKES MANAGEMENT	2/28/2019	\$225.00	Library - Quarterly Mgmt Fee
Paid Chk# 039472 HAWKINS, INC.	2/28/2019	\$254.28	PW - Water Chemicals
Paid Chk# 039473 HIRERIGHT, INC.	2/28/2019	\$250.62	Background Checks - Officers
Paid Chk# 039474 I-35W SOLUTIONS ALLIANCE	2/28/2019	\$2,000.00	Membership Dues 2019
Paid Chk# 039475 KELLEY FUELS, INC.	2/28/2019	\$2,651.41	Fuel
Paid Chk# 039476 LAKEVILLE SANITARY, INC.	2/28/2019	\$314.69	11039 - 25499 Natchez Ave
Paid Chk# 039477 METROPOLITAN COUNCIL	2/28/2019	\$19,776.67	WWS Charges - March 2019
Paid Chk# 039478 NORTHWEST ASSOCIATED	2/28/2019	\$227.80	2040 Comp Plan
Paid Chk# 039479 NAPA AUTO PARTS	2/28/2019	\$444.88	PW - Fleet Maint & Equip
Paid Chk# 039480 NASP, INC.	2/28/2019	\$2,250.00	Archery Equip 2019
Paid Chk# 039481 QUILL CORPORATION	2/28/2019	\$85.98	Operating Supplies
Paid Chk# 039482 R&R CLEANING CONTRACTORS, INC.	2/28/2019	\$92.70	Rugs - Jan 2019
Paid Chk# 039483 SCOTT COUNTY TREASURER	2/28/2019	\$7,332.00	2019 SCALE RTF
Paid Chk# 039484 North American Banking Company	2/28/2019	\$38.80	Shredding
Paid Chk# 039485 MIKE SUTTON	2/28/2019	\$94.64	CCEC Supplies - Michaels
Paid Chk# 039486 THOMAS TERRY	2/28/2019	\$601.68	2018 Mileage Expenses - Tom Terry
Paid Chk# 039487 TRI-STATE BOBCAT	2/28/2019	\$241.63	PW - Fleet Maint & Equip
Paid Chk# 039488 SPLIT ROCK MANAGEMENT INC	2/28/2019	\$845.00	POLICE STATION
Paid Chk# 039489 WERNER IMPLEMENT CO., INC.	2/28/2019	\$32,768.70	2019 Utility Tractor - Capital Outlay
Paid Chk# 039490 XEROX CORPORATION	2/28/2019	\$466.12	Copier - Jan 2019
Total		\$77,607.17	
Paid Chk# 502327EBi-Weekly ACH	2/21/2019	\$32,514.18	
Total		\$32,514.18	



STAFF MEMORANDUM

SUBJECT:	Support Repeal of Dan Patch Comuter Rail Line Prohibitions
MEETING DATE:	February 28, 2019
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Adopt Resolution 19-10 Supporting The Repeal Of Dan Patch Commuter Rail Line; Prohibitions, 2002 Minnesota Session Law Chapter 393 (House File 3618, Sec. 85)Enabling The State Of Minnesota, The Metropolitan Council, And Regional Trail Authorities To Study The Dan Patch Commuter Rail Line.

COMMUNITY VISION:

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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

The City of Savage is currently working with legislators to repeal the ban on studying or spending funds on the Dan Patch Line. As a neighboring community, Elko New Market has been contacted to consider a resolution of support, as this is a regional issue.

In 1997 the State began studying the feasibility of commuter rail in the metro area. That study was published in 1999 and identified the Dan Patch corridor as one of three corridors with the highest potential for success. In 2002, a law was introduced and passed by legislators in Hennepin County to ban the State of Minnesota, the Metropolitan Council, and regional trail authorities from studying the viability of the Dan Patch Line. The SCALE Legislative Platform has identified the repeal of the law as a priority for several years.

Support repeal of the 2002 Law that prohibits the study of the Dan Patch Line: Study of this corridor could lead to relief of congestion at existing river crossings or provide recreational uses such as biking or walking in Scott County. It further supports efforts to study the viability of the Dan Patch Line for alternative modes of transportation.

SCALE 2019 Legislative Platform

According to 2014 Census information, 40% of Scott County residents worked outside of the County. In Savage, 46% of residents used the Minnesota River crossings to travel north for work (See Exhibit A). Scott County's river crossings are currently over capacity and are projected to be worse by 2040 as the region grows (see attached). The river crossings are not only important for commuter traffic traveling north of the river, but also for serving businesses and south of the river with goods, services and employees. A well-functioning transportation system is important to the vitality of Scott County, but also the region. However, with the ban on studying the Dan Patch Corridor the public cannot properly research options for reducing river crossing congestion in Scott County.

DISCUSSION:

The City Council is being asked to adopt Resolution 19-10 Supporting The Repeal Of Dan Patch Commuter Rail Line; Prohibitions, 2002 Minnesota Session Law Chapter 393 (House File 3618, Sec. 85) Enabling The State Of Minnesota, The Metropolitan Council, And Regional Trail Authorities To Study The Dan Patch Commuter Rail Line. Adoption of the resolution is not an endorsement of Dan Patch River crossing or any particular solution. It is simply support for repeal of State law that prohibits review of the option.

Attachments:

- Resolution 19-10 Supporting The Repeal Of Dan Patch Commuter Rail Line; Prohibitions, 2002 Minnesota Session Law Chapter 393 (House File 3618, Sec. 85) Enabling The State Of Minnesota, The Metropolitan Council, And Regional Trail Authorities To Study The Dan Patch Commuter Rail Line
- Scott County 2040 Comprehensive Plan, Figure VI-12 EXISTING TRAFFIC VOLUMES AND CONGESTION
- Scott County 2040 Comprehensive Plan, Figure VI-17 CONGESTED ROADWAY SEGMENTS MAP

Resolution 19-10

RESOLUTION SUPPORTING THE REPEAL OF *DAN PATCH COMMUTER RAIL LINE; PROHIBITIONS, 2002 MINNESOTA SESSION LAW CHAPTER 393 (HOUSE FILE 3618, SEC. 85)* ENABLING THE STATE OF MINNESOTA, THE METROPOLITAN COUNCIL, AND REGIONAL TRAIL AUTHORITIES TO STUDY THE DAN PATCH COMMUTER RAIL LINE.

Whereas, the Scott County Association for Leadership and Efficiency (SCALE) believes the Dan Patch Line deserves further analysis, and;

Whereas, it is important to the vitality of the City of Elko New Market, Scott County, and the region to have a well-functioning transportation system, and;

Whereas, a majority of Scott County residents work outside of the County, and a significant number of employees travel to Scott County businesses for work, and;

Whereas, these residents and businesses depend on Scott County's river crossings to get to and from work, and;

Whereas, Scott County's river crossings are currently over capacity and will continue to be over capacity in the year 2040 despite significant investments in the State and County transportation system, and;

Whereas, a transportation system that negatively impacts residents', businesses', and employees' ability to travel for work or move freight hinders economic growth and quality of life, and;

Whereas, the City of Elko New Market feels it is important for the State of Minnesota, the Metropolitan Council, or a regional rail authority to be able to study all options to address this important issue, and;

Therefore be it resolved, the City of Elko New Market supports the repeal of *Dan Patch Commuter Rail Line; Prohibitions, 2002 Minn. Sess. Law Ch. 393 (H.F. 3618, Sec. 85)* which prohibits the State of Minnesota and Metropolitan Council from spending funds or studying the viability of the Dan Patch commuter rail line, and further supports the State and the Metropolitan

Council to include the Dan Patch commuter rail line in future transportation development guides and the regional transit master plans.

APPROVED AND ADOPTED this 28th day of February, 2019.

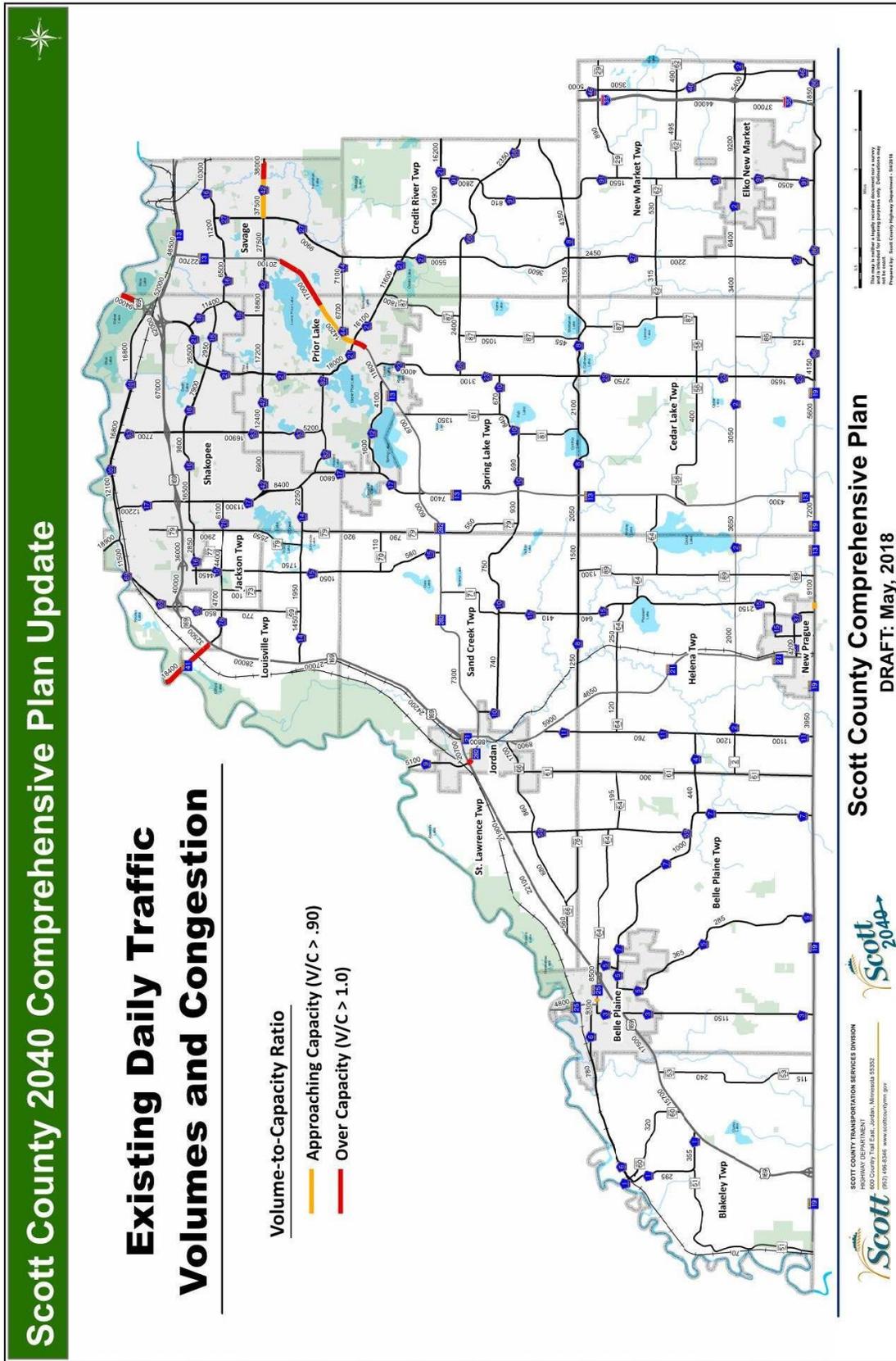
CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Mayor

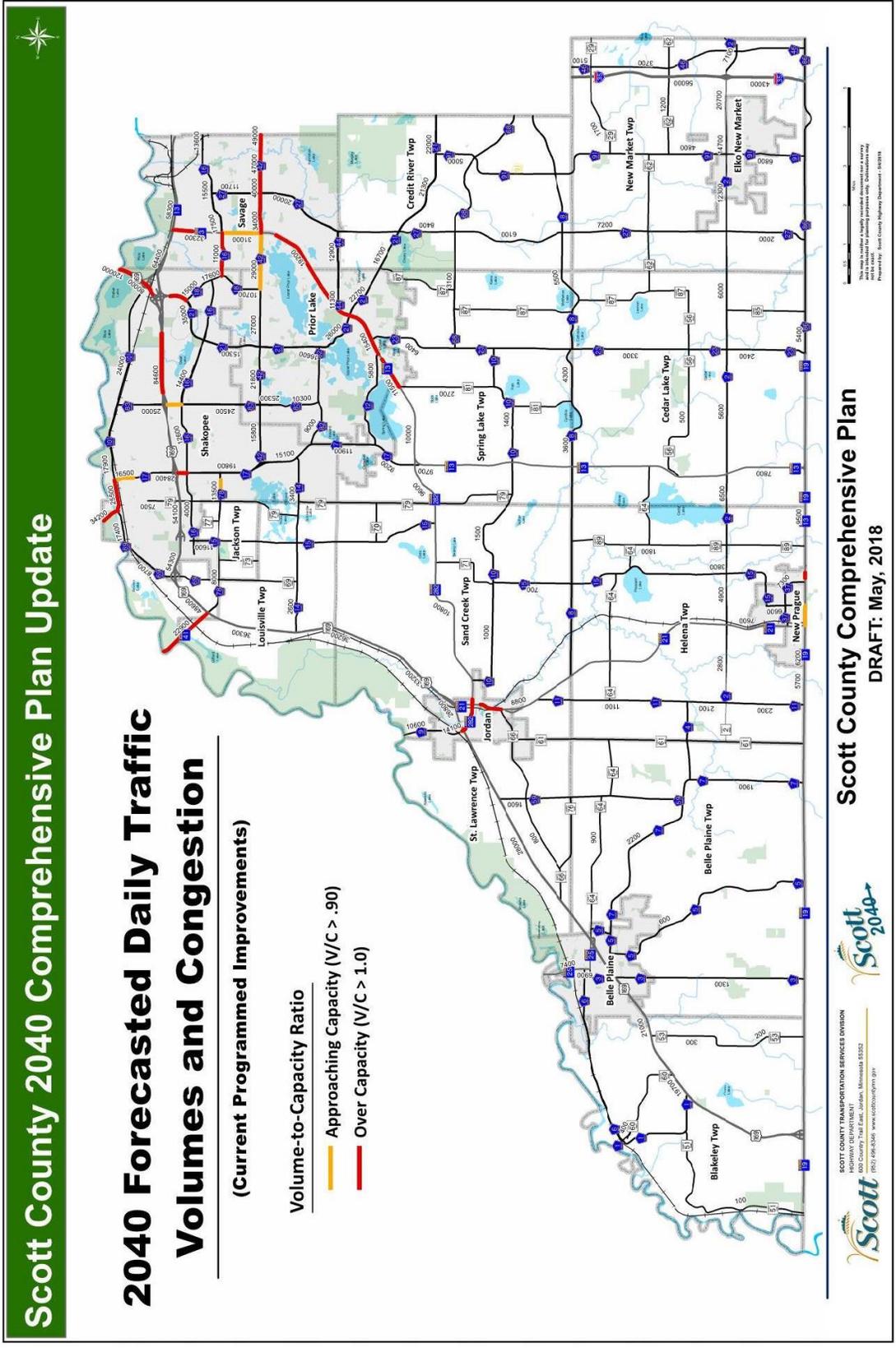
ATTEST:

Thomas Terry, Acting City Clerk

Figure VI-12
EXISTING TRAFFIC VOLUMES AND COGESTION



**Figure VI-17
CONGESTED ROADWAY SEGMENTS MAP**





STAFF MEMORANDUM

SUBJECT: Adopt Amendments to the Elko New Market Police Department Policy and Procedure Manual

MEETING DATE: February 28, 2019

PREPARED BY: Thomas Terry, City Administrator

REQUESTED ACTION: Adopt Resolution 19-11 Adopting Amendments to the Elko New Market Police Department Policy and Procedure Manual

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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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- Problem Solving
- Performance Measurement
- Professionalism

BACKGROUND

The City Council is being asked to adopt amendments to the Elko New Market Police Department Policy and Procedure Manual: MN POST Policy Mandate Domestic Abuse- #A106, Body Worn Camera Policy- #B216 and newly created MN POST Policy Mandate Sexual Assault Investigation- #A118. The Interim Chief of Police's memorandum on the topic is attached.

Attachments:

- Interim Chief of Police Memorandum, dated February 28, 2019 regarding Amended Personnel Policies and Procedures
- Resolution 19-11 Adopting Amendments to the Elko New Market Police Department Policy and Procedure Manual



MEMORANDUM

TO: **Elko New Market City Council**
FROM: Craig Bell
Interim Chief of Police
Director of Emergency Management
DATE: February 28, 2019
RE: Amended Personnel Policies and Procedures

INTRODUCTION:

Staff is recommending that the City Council adopt the amended city employee and personnel policies and procedures: **MN POST Policy Mandate Domestic Abuse- #A106, Body Worn Camera Policy- #B216** and newly created **MN POST Policy Mandate Sexual Assault Investigation- #A118**.

DISCUSSION:

The Minnesota Board of Peace Officer Standards and Training recently updated the Domestic Abuse and Arrest Model Policy. Staff is seeking to amend the Elko New Market Police Department Domestic Abuse and Arrest Policy to match those changes. The Domestic Abuse Model Policy is a policy that the Minnesota Board of Peace Officer Standards and Training mandates all law enforcement agencies have.

The Minnesota Board of Peace Officer Standards and Training Domestic Abuse Model Policy update and the proposed changes to the Elko New Market Police Department policy #A106 policy are attached and the changes have been highlighted.

The Minnesota Board of Peace Officer Standards and Training recently created the Sexual Assault Investigation Policy #A118. Staff is seeking to create the Elko New Market Police Department Sexual Assault Investigation Policy #A118 which will exactly mirror the mandated policy of the Minnesota Board of Peace Officer Standards and Training on Sexual Assault Investigation.

Finally, staff is seeking to amend the name of the Elko New Market Police Department Body Worn Camera Policy #B216 and to add additional language to include the Squad Camera System.

The current Elko New Market Police Department Body Worn Camera Policy #B216 and the proposed changes to the policy are attached and the changes have been highlighted.

If the city council has any questions or would like further explanation, please contact Interim Chief Bell at 952-292-9938.

ACTION(S) REQUESTED:

Adopt the amended Elko New Market Police Department Domestic Abuse and Arrest Policy #A106 and Body Worn Camera Policy #B216. Adopt the newly created Elko New Market Police Department Sexual Assault Investigation #A118.

Attachments:

- The Minnesota Board of Peace Officer Standards and Training Domestic Abuse Model Policy update and the proposed changes to the Elko New Market Police Department policy #A106.
- The Minnesota Board of Peace Officer Standards and Training Domestic Sexual Assault Investigation Policy #A118.
- The Elko New Market Police Department Body Worn Camera Policy #B216 and proposed changes.

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

RESOLUTION 19-11

**RESOLUTION ADOPTING AMNDMENTS TO THE ELKO NEW MARKET
POLICE DEPARTMENT POLICY AND PROCEDURE MANUAL**

WHEREAS, the City Council believes it to be appropriate to establish policies and procedures for the police department which include, personal conduct, equipment, vehicles, safety, and department operations for the police department; and

WHEREAS, the City Council has adopted the Elko New Market Police Department Policy and Procedure Manual; and

WHEREAS, it necessary from time to time to amend the Elko New Market Police Department Policy and Procedure Manual; and

WHEREAS, the Minnesota Board of Peace Officer Standards and Training Domestic Abuse Model Policy has been updated, necessitating amendment of Elko New Market Police Department policy #A106; and

WHEREAS, the Minnesota Board of Peace Officer Standards and Training recently created the Sexual Assault Investigation Policy #A118, necessitating the establishment of Elko New Market Police Department Sexual Assault Investigation Policy #A118; and

WHEREAS, staff is seeking to amend the name of the Elko New Market Police Department Body Worn Camera Policy #B216 to add additional language to include reference to the Squad Camera System;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
ELKO NEW MARKET, MINNESOTA, that**

1. The amended Elko New Market Police Department Domestic Abuse and Arrest Policy #A106 (attached hereto as Exhibit A) and Body Worn Camera Policy #B216 (attached hereto as Exhibit B) shall be adopted.
2. The Elko New Market Police Department Sexual Assault Investigation Policy #A118 (attached hereto as Exhibit C) shall be adopted.

PASSED AND DULY ADOPTED by the Elko New Market City Council this 28th day of February, 2019.

Joe Julius, Mayor

ATTEST:

Thomas Terry, Acting City Clerk

Exhibit A



Elko New Market Police Department

<u>Date of Issue</u> January 21, 2019	POLICY MANUAL – CHAPTER A MN POST POLICY MANDATES	
<u>Date of Revision</u> January 21, 2019	Authority: Chief of Police	POLICY # 106
<u>Annual Review</u> Month: January	SUBJECT:	DOMESTIC ABUSE

PURPOSE AND INTENT

The Department recognizes domestic abuse as a serious problem in today's society. This agency's policy is to protect victims of domestic abuse by making an arrest whenever it is authorized and by insuring its peace officers have complete understanding of the law governing this area.

Peace officers will utilize this policy in response to calls where there may be domestic abuse. This policy prescribes courses of action peace officers should take in response to a domestic call. This agency will aggressively enforce these laws without bias and prejudice based on race, marital status, sexual orientation, social class, age, disability, gender, religion, creed, or natural origin.

The principal purpose of this policy is to establish guidelines and procedures to be followed by peace officers in law enforcement's response to domestic abuse. Additionally, this policy intends:

- A. To prevent future incidents of domestic abuse by establishing arrest rather than mediation as the preferred law enforcement response to domestic abuse.
- B. To afford maximum protection and support to victims of domestic abuse through a coordinated program of law enforcement and victim assistance.
- C. To ensure that the same law enforcement services are available in domestic abuse cases that is available in other criminal cases.
- D. To reaffirm peace officers' authority and responsibility to make arrest decisions in accordance with established probable cause standards.
- E. To promote peace officer safety by ensuring that they are fully prepared as possible to respond to domestic calls.
- F. To complement and coordinate efforts with the development of domestic abuse prosecution plans so that law enforcement, prosecution, and advocacy will be more efficient and successful.
- G. To promote law enforcement's accountability to the public in responding to domestic abuse.
- H. To document allegations of domestic abuse so there can be meaningful prosecution and delivery of victim services.



Elko New Market Police Department

DEFINITIONS

For the purposes of this policy, the words and phrases in this section have the meanings given to them, unless another intention clearly appears.

- A. Domestic Abuse has the meaning given it in Minn. Stat. 518B.01, subd. 2(a), which states:
"Domestic abuse" means the following, if committed against a family or household member by a family or household member:
(1) physical harm, bodily injury, or assault;
(2) the infliction of fear of imminent physical harm, bodily injury, or assault; or
(3) terroristic threats, within the meaning of section 609.342, 609.343, 609.344, 609.345, or 609.3451; or interference with an emergency call within the meaning of section 609.78, subdivision 2.
- B. Domestic Abuse Program means a public or private intervention project or advocacy program which provides support and assistance to the victims of domestic abuse.
- C. Child means a person under the age of 18.
- D. Family of Household Member has the meaning given it in Minn. Stat. 518B.01, subd.2(b)(1)-(7): spouses, former spouses, parents and children, persons related by blood, and persons who are presently residing together or who have resided together in the past, persons who have a child in common regardless of whether they have been married or have lived together at any time, and persons involved in a significant romantic or sexual relationship. It also included a man and a woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.
- E. Domestic Call means a request for assistance to a law enforcement agency regarding domestic abuse or any other crime against a family or household member.
- F. Qualified domestic violence-related offense (QDVRO) has the meaning given it in Minn. Stat. 609.02, subd 16 and includes a violation of or an attempt to violate a domestic abuse order for protection; first or second degree murder; first through fifth degree assault; domestic assault; female genital mutilation; domestic assault by strangulation; first through fourth degree criminal sexual conduct; malicious punishment of a child; terroristic threats; violation of harassment restraining order; stalking; interference with an emergency call; nonconsensual dissemination of private sexual images; and violation of domestic abuse no contact order; and similar laws of other states, the United States, the District of Columbia, tribal lands, and United States territories.
- If a person arrested for a domestic crime has a prior QDVRO, the new offense may be changeable as a higher-level crime. (See Enhancement Table appended hereto).
- G. Order for Protection (OFP) is an order issued under Minn. Stat. 518B.01 by a judge in civil court upon the request of the petitioner. Any family or household member of the abuser (called a respondent) may ask the court for an OFP. The relief granted to the petitioner may include an order for the respondent to stop domestic abuse, no direct or indirect contact with petitioner, temporary custody of minor children, temporary financial support, and/or counseling for the respondent. Other forms or relief are also available. Violating an OFP is a crime.
- H. Domestic Abuse No Contact Order (DANCO) is an order issued under Minn. Stat. 629.75 by a judge in criminal court limiting contact between a defendant and a victim of domestic abuse.



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DANCOs may be issued as pretrial condition of release and/or as a probationary condition of sentence.

- I. Harassment Restraining Order (HRO) is an order issued under Minn. Stat. 609.748 by a judge in civil court when a petitioner requests a court order preventing another person from having contact with him/her. These orders generally prohibit all contact of any kind (including, but not limited to, phone calls, letters, e-mail, social media and contact through a third party) and may limit the respondent's ability to come within a certain distance of the petitioner's home, work, or school. This type of order can be issued no matter what the relationship between the individuals involved. Violating an HRO is a crime.
- J. Harassment has the meaning given to it in Minn. Stat. 609.748, subd. 1(a): a single incident of physical or sexual assault or repeated incidents of intrusive or unwanted acts, words or gestures that have a substantial adverse effect or are intended to have a substantial adverse effect on the safety, security, or privacy of another, regardless of the relationship between the actor and the intended target.
- K. Stalking has the meaning given to it in Minn. Stat. 609.749, subd. 1: engaging in conduct which the actor knows or has reason to know would cause the victim under the circumstances to feel frightened, threatened, oppressed, persecuted, or intimidated, and causes this reaction on the part of the victim regardless of the relationship between the actor and victim.

DISPATCHING THE CALLS

A. Receiving the Domestic Call

Upon receiving a domestic call, the dispatcher will assign domestic calls a high priority and should assign at least two officers to the call. If only one officer is available, all reasonable attempts should be made to obtain another officer to assist the officer who was initially dispatched.

B. Information to be Obtained

The dispatcher receiving a domestic call should attempt to elicit from the caller and should communicate to the responding peace officers as much of the following information as possible:

- The nature of the incident.
- The address of the incident, including apartment number, etc.
- The telephone numbers where the caller can be reached and an alternative telephone number.
- Whether weapons are involved or present in the dwelling.
- Whether someone is injured and the nature of the injury.
- Information about the suspect including whether the suspect is present, description, direction of flight, mode of travel, etc.
- Relationship between the caller and the suspect.
- Whether there has been prior abuse or prior calls involving these individuals.



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- Whether there is an order for protection (OFP), harassment restraining order (HRO) or criminal pre-trial or probationary domestic abuse no contact order (DANCO).
- Whether children are present at the scene.
- Whether there are non-English speaking people or people with mobility impairments or hearing impairments.

If the caller is the victim, the dispatcher should attempt to keep the caller on the telephone as long as possible and should tell the caller that help is on the way and when the caller can expect the peace officers to arrive.

If the caller is a witness to an incident in progress, the dispatcher should attempt to keep the caller on the phone and should relay ongoing information provided by the caller to the responding peace officer.

If the responding peace officers are some distance away, and the dispatcher cannot remain on the telephone with the caller/victim, the dispatcher should attempt to call back periodically to check on the progress of events, and call again when the officers arrive at the scene. If the dispatcher finds that a victim/caller who was recently available suddenly cannot be reached by phone or there is a persistent busy signal, the dispatcher should relay that information to the officer.

RESPONDING TO CALLS

A. Driving to the Scene

The peace officers should respond directly and without unreasonable delay to the scene of a domestic call.

B. Initial Contact with Occupants

Upon arriving at the scene of a domestic call, and being met, the responding officers should identify themselves as peace officers, explain their presence, and request entry into the home. The officers should ask to see the person who is the alleged victim. The officers should separate parties prior to taking statements. If the person who called the law enforcement agency is someone other than the subject of the call, the officer should not reveal the caller's name. The officer should ensure all of the occupants are safe.

C. Entry

- *Refused* - If refused entry, the officers should be persistent about seeing and speaking alone with the subject of the call. If access to the subject is refused, the officers should request the dispatcher to contact the caller.
- *Forced Entry* - If access is still refused and the officers have reason to believe that someone is in imminent danger, the officers are permitted to force entry.
- *Search Warrant Entry* - If the officers are refused entry and have no legal grounds for forced entry and they have reasonable grounds to believe a crime has been committed, they should contact the supervisor and request permission to obtain a search warrant.

D. First Aid

After securing the scene, the responding peace officers shall provide the necessary first aid.



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ARRESTS DECISIONS

A. Making Arrests

After securing the scene and providing any first aid, the peace officers will conduct an assessment of the lethality of the situation based on the totality of the circumstances and begin a criminal investigation to determine if there is probable cause to believe a crime has been committed based on the evidence and not solely upon the victim's desire to make an arrest. The officers should collect relevant physical evidence including weapons which may have been used, take photographs of the scene or any injuries and take statements from the involved parties and witnesses. Some of the evidence and statements include:

- * Photos of the scene.
- * Condition of clothing.
- * Property damage.
- * Evidence of physical injury including strangulation.
- * Excited utterances of the victim and the suspect.
- * Demeanor of the victim and the suspect.
- * Medical records including the victim's statements to paramedics, nurses, and doctors.
- * Interviews of witnesses including the children who may have been present.
- * Evidence of any prior domestic abuse-related convictions including dates, and
- * Any existing OFPs, HROs, or DANCOs

Note: When determining probable cause, the peace officers should consider their observations and any statements by parties involved and any witnesses. Prior convictions may provide the basis for enhancement to a gross misdemeanor or even felony charge (see Authority and Types of Arrest below).

B. Factors Not to be Considered in Making the Arrest

- * Ownership, tenancy rights of either party, or the fact the incident occurred in a private place.
- * Belief that the victim will not cooperate with criminal prosecution or that the arrest may not lead to a conviction.
- * Verbal assurances that the abuse will stop.
- * Disposition of previous police calls involving same victim or suspect.
- * Denial by either party that the abuse occurred when there is evidence of domestic abuse.
- * Lack of a court order restraining or restricting the suspect.
- * Concern about reprisals against the victim.
- * Adverse financial consequences that might result from the arrest.
- * Chemical dependency or intoxication of the parties.

C. Predominant Aggressor and Dual Arrests

The agency shall discourage dual arrest. Where there are allegations that each party assaulted the other, the peace officer shall determine whether there is sufficient evidence to



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conclude that one of the parties is the predominant aggressor based on the following criteria and the officer's judgment:

- * Comparative extent of any injuries inflicted.
- * Fear of physical injury because of past or present threats.
- * Actions taken in self-defense or to protect oneself.
- * The history of domestic abuse perpetrated by one party against the other.
- * Existence or previous existence of orders for protection.

D. Victim Request Not to Prosecute

If the officer finds probable cause to believe a domestic abuse offense has been committed and intends to arrest but the victim requests no arrest or prosecution, the officer should inform the victim that the decision to arrest is the officer's and the decision to prosecute lies with the prosecutor.

AUTHORITY AND TYPES OF ARREST

A. Warrantless Probable Cause Arrest for Fifth Degree Assault or Domestic Assault

Although the general rule is that officers may not make probable cause arrests for misdemeanors unless the offense occurs in their presence (or a citizen who saw the crime requests the arrest) domestic assault is an exception. A peace officer may arrest a person anywhere without a warrant, including at the person's residence, if the peace officer has probable cause to believe that within the preceding 72 hours, assaulted, threatened with a dangerous weapon, or placed in fear of immediate bodily harm any person covered by the "family or household member" definition, even if the assault did not take place in the presence of the peace officer (Minn. Stat. 629.341). A peace officer acting in good faith and exercising the definition of who is considered a "family or household member" for the purposes of domestic abuse are contained in the definitions section of this procedure manual. A peace officer acting in good faith and exercising due care in making an arrest pursuant to this statute is immune from civil liability that might result from the officer's action.

NOTE: An arresting officer may not issue a citation in lieu of arrest and detention to an individual charged with assaulting the individual's spouse or other individual with whom the charged person resides (Minn. Stat. 629.72).

B. Level of Arrest for Fifth Degree Assault and Domestic Assault: Misdemeanor, Gross Misdemeanor and Felony: Assault in the Fifth Degree and Domestic Assault are deemed misdemeanor offenses. However, changes in the statutes have greatly increased the potential for arrests for these crimes at the gross misdemeanor and felony level.

Gross Misdemeanors: Minn. Stat. 609.224 Subd. 2(a), Assault in the Fifth Degree, provides for an enhancement to a gross misdemeanor violation when the offense is against the same victim within ten years of a previous qualified domestic violence-related offense conviction or adjudication of delinquency in Minnesota, or any similar law of another state.

If the charge is Domestic Assault (Minn. Stat. 609.2242) and the current victim is a family or household member and the crime occurs within ten years of a previous qualified domestic violence-related offense conviction or adjudication of delinquency of any of the above offenses against any family or household member, the same gross misdemeanor enhancement applies. The prior conviction need not be against a member of the same family or household.



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If there is a prior conviction for assault or terroristic threats against any person within two years, a gross misdemeanor may also be charged.

Felonies: If a person commits Assault in the Fifth Degree against the same victim within ten years of the first of any combination of two or more previous qualified domestic violence-related offense convictions or adjudications of delinquency, Assault in the Fifth Degree becomes a felony. The same enhancement applies to Assault in the Fifth Degree against any victim occurring within three years of the first of two or more of these convictions.

Domestic assault against a family or household member is also enhanceable under the same circumstances except that the prior conviction may be against any family or household member. According to Minn. Stat. 609.2247, subd. 2., whoever assaults a family or household member by strangulation is guilty of a felony.

C. **Stalking** The acts which constitute stalking according to Minn. Stat. 609.749 include several which are frequently applicable to domestic abuse situations even when no actual assault occurred.

Gross Misdemeanors: A person who stalks another by committing any of the following acts is guilty of a gross misdemeanor:

1. directly or indirectly, or through third parties, manifests a purpose or intent to injure the person, property, or rights of another by the commission of an unlawful act;
2. follows, monitors, or pursues another, whether in person or through any available technological or other means;
3. Repeatedly makes telephone calls, or induces a victim to make telephone calls to the actor, whether or not conversation ensues.
4. Makes or causes the telephone of another repeatedly or continuously to ring.
5. repeatedly makes telephone calls, or induces a victim to make telephone calls to the actor, whether or not conversation ensues;
6. Repeatedly mails or delivers or causes the delivery by any means, including electronically, of letters, telegrams, messages, packages, through assistance devices for the visually or hearing impaired, or any communication made through any available technologies or other objects; or
7. Knowingly makes false allegations against a peace officer causing the officer's performance of official duties with intent to influence or tamper with the officer's performance of official duties with intent to influence or tamper with the officer's performance of official duties.

Also, according to Minn. Stat. 609.749., subd. 1a., the State does not have to prove the actor intended to cause the victim to feel frightened, threatened, oppressed, persecuted or intimidated. The intent of the defendant is immaterial. Obtaining a complete domestic abuse history is usually the key to making the determination that the current act, under the circumstances, constitutes the crime of stalking which are frequently applicable to domestic abuse situations even when no actual assault occurred.

D. **Felony/Felony Enhancements:** A person who commits any offense described in C (see above) against a victim under the age of 18, if the actor is more than 36 months older than the victim, and the act is committed with sexual or aggressive intent, is guilty of a felony.



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Any of the above gross misdemeanors is enhanceable to a felony if committed within ten years of a previous QDRVO conviction or adjudication of delinquency OR if committed against a juvenile OR if committed while possessing a dangerous weapon.

In addition, it is a felony to engage in a pattern of stalking conduct with respect to a single victim or one or more members of a single household which the actor knows or has reason to know would cause a reasonable person under the circumstances to feel terrorized or to fear bodily harm and which does cause this reaction on the part of the victim. According to Minn. Stat. 609.749, subd. 5, a "pattern of stalking conduct" means two or more acts (convictions are not necessary) within a five-year period that constitute any of the following offenses: murder, manslaughter, terroristic threats, fifth-degree assault, domestic assault, violation of domestic abuse orders for protection, violation of harassment restraining orders, certain trespass offenses, interference with an emergency call, obscene or harassing telephone calls, letter, telegram, or package opening or harassment, burglary, damage to property, criminal defamation, first- to fifth-degree criminal sexual conduct, and violations of domestic abuse no contact orders.

The stalking statute makes it more important than ever to document not just the facts of the current police call but the history of abuse or stalking.

E. **Venue:** (Minn. Stat. 609.749, subp. 1b.): if a suspect commits acts of stalking in different counties, the acts may be consolidated and prosecuted in any county in which one of the acts was committed. If the conduct that constitutes stalking is done through use of a wireless or electronic communication device, the conduct can be prosecuted in the county where either the suspect or victim resides.

1. **Probable Cause Warrantless Arrest:** The domestic abuse arrest statute (Minn. Stat. 629.72) provides an officer may not issue a citation in lieu of arrest in harassment/stalking, domestic abuse, violation of an order for protection, or violation of a domestic abuse no contact order cases. According to Minn. Stat. 629.34, subd. 1(c)(5) an officer may also make a warrantless probable cause arrest even if the offense did not occur in the officer's presence if the officer has reasonable cause to believe the offense was a gross misdemeanor or felony (no 72 hour restriction).

2. **Probable Cause Felony Arrests for Other Crimes:** At a domestic call peace officers shall consider whether other felonies have been committed including but not limited to, burglary, felony assault, terroristic threats, kidnapping, false imprisonment, and witness tampering.

NOTE: An Assault 5 may be chargeable as burglary in the first degree even if the home is also the offender's if the entry is made without consent of the victim and in violation of an OFP barring the offender from the premises.

3. **Violation of Court Orders:** The peace officer shall verify whether any of the following orders exist before or during an arrest. The peace officer or someone acting at the officer's direction may make this verification. Methods of verification include personally seeing a copy of the order or obtaining verification from the court or law enforcement agency that has the actual order. The police report shall include identifying information of the specific court order violated, including county of origin, the file number, and the provision allegedly violated.



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a) Order for Protection (OFP): A peace officer shall arrest and take into custody without a warrant a person who the peace officer has probable cause to believe has violated any condition of an OFP granted pursuant to Minn. Stat. 518B.01, subds. 6,7, and 9. Such an arrest shall be made even if the violation of the order did not take place in the presence of the peace officer, if the officer can verify the existence of the order.

NOTE: Minn. Stat. 518B.01, subd. 18(a)(2), states that an OFP is not voided even if the respondent was invited back to the residence by the petitioner, and there is no hour limitation for a warrantless arrest for a violation of an OFP.

A violation of an OFP is a misdemeanor but is enhanceable to a gross misdemeanor if the offense occurs within ten years of discharge from sentence for conviction of violation of an OFP or for any conviction of assault, terroristic threats, violation of a harassment order or harassment/stalking. It is enhanceable as a felony if it occurs within ten years of discharge of the first of two or more such convictions.

OFPs and DANCOS can be verified on the State MNJIS system, also known as the Hot Files. HROs are not in the Hot Files system at this time but are still enforceable.

b) Harassment Restraining Order (HRO): A peace officer shall arrest and take into custody a person who the peace officer has probable cause to believe has violated a harassment restraining order pursuant to Minn. Stat. 609.748, subds. 4 and 5, if the officer can verify the existence of the order.

NOTE: A person who violates an HRO is guilty of a misdemeanor if the violator knows of the order. This offense is enhanceable to a gross misdemeanor if it occurs within ten years of a previous qualified domestic violence-related offense conviction or adjudication of delinquency. Per Minn. Stat. 609.748, subd. 6, (d), is enhanceable to a felony if the person knowingly violates the order:

- (1) within 10 years of the first of two or more previous qualified domestic violence-related offense convictions or adjudications of delinquency;
- (2) because of the victim's or another's actual or perceived race, color, religion, sex, sexual orientation, disability (as defined in section 363A.03), age, or national origin;
- (3) by falsely impersonating another;
- (4) while possessing a dangerous weapon;
- (5) with intent to influence or otherwise tamper with a juror or a judicial proceeding or with intent to retaliate against a judicial officer, as defined in section 609.414, or a prosecutor, defense attorney, or officer of the court, because of that person's performance of official duties in connection with a judicial proceeding; or
- (6) against a victim under the age of 18, if the respondent is more than 36 months older than the victim

4. Domestic Abuse No Contact Order (DANCO) (Minn. Stat. 629.75): A peace officer shall arrest without a warrant and take into custody a person whom the peace officer has probable cause to believe has violated a DANCO, even if the violation of the order did not take place in the presence of the peace officer, if the existence of the order can be verified by the officer.



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The pretrial DANCO is sometimes continued at the time of sentencing with a new, probationary DANCO issued as a condition of probation. This DANCO may be valid for the full probationary period indicated in the order.

The court may rescind a DANCO at any time. However, a victim's production of a copy of an apparently valid court order, absent contrary evidence, provides prima facie basis for arrest whenever there is probable cause to believe a violation of the order has occurred.

F. Other Misdemeanors

At a domestic call, the peace officer shall consider whether other crimes have been committed including but not limited to: trespassing, criminal damage to property, disorderly conduct, witness tampering or assault.

ASSISTANCE, STAYING AT THE SCENE, CRIME VICTIM RIGHTS, AND SERVICES

A. Staying at the Scene

If an arrest does not occur, peace officers should remain at the scene of the disturbance until they believe that the likelihood of further imminent abuse has been eliminated. If a domestic abuse intervention program is available, the peace officer should make contact for immediate intervention.

Note: Minn. Stat. § 629.342 provides that when a peace officer does not make an arrest, the peace officer must provide immediate assistance to the victim including obtaining necessary medical treatment and providing the victim with the notice of rights pursuant to Minn. Stat. § 629.341 Subd. 3.

B. Assistance to Non-English Speaking Victims or Victims with Communication Disabilities

The peace officer shall use the resource list established by the law enforcement agency to contact a person to assist in those cases where the participants in the domestic call, including the witnesses, are non-English speaking, are hearing-impaired, or have other communication disabilities. The officer should avoid the use of friends, family, or neighbors serving as the primary interpreter for the investigation.

C. Notice of Crime Victim Rights

The peace officer shall supply the victim of a domestic call a copy of the agency's crime victim notification form.

NOTE: It is important to routinely review these forms to ensure that they are current, in compliance with the law, and contain the name of the local domestic abuse program. The Department of Public Safety, Officer of Justice Programs, produces the crime victim's rights notice and serves as the contact for the victim's rights information.

D. Services

The peace officer should contact the local domestic abuse program, if available, by phone as soon as possible on all arrest situations and provide the name and address of the victims and a brief factual reconstruction of events associated with the action. This section shall not apply



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if prohibited by the Minnesota Government Data Practices Act (Minn. Stat. § 13.82 Subd. 10).

CHILDREN

A. Child Victims

If a child is present at the scene of a domestic call or is the victim of domestic abuse, the peace officer should determine whether the child has been subject to physical abuse, sexual abuse, or neglect, and comply with the requirements of Minn. Stat. 626.556. Reporting of Maltreatment of a Minor. The officers shall also attempt to verify whether there has been an Order for Protection (Minn. Stat. 260C.201). If the child has been injured, the officer should escort the child to the nearest hospital for treatment.

REPORTS AND FORMS

A. Written Report

Peace officers shall make a report after responding to a domestic call. If the officer did not arrest or seek an arrest warrant even though arrest was authorized, a detailed explanation of the reasons for the officer's decision not to arrest must be documented. The report should include the following:

- Detailed statements from the victim, suspect and witnesses;
- Description of injuries;
- Information about past abuse;
- Description of the scene;
- Predominant aggressor;
- Existence of language barriers;
- Presence of elderly victims or those with disabilities; and
- Documentation of evidence.

FURTHER INVESTIGATION

- A. A domestic call shall be turned over to the appropriate investigator for further follow-up if appropriate. If there is an arrest, the investigator shall determine the defendant's criminal record, and if there is evidence of previous conviction, the peace officer should advise the prosecutors of any enhanced criminal sanctions which may be available.
- B. Notwithstanding the fact that the officer has decided not to arrest one of the participants in the domestic call, the peace officer shall thoroughly document all relevant information in the report and shall refer the report to the appropriate prosecutor for review and consideration of criminal charges.



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Enhancements Table

Conviction means a plea of guilty or verdict of guilty accepted by the court (Minn. Stat. 609.02, subd. 5).

Discharge from Offense means the time between conviction and the end of 5 years following discharge from sentence for that offense.

QDVRO means a "Qualified Domestic Violence Related Offense" which includes a violation of or an attempt to violate a domestic abuse order for protection; first or second-degree murder; first through fifth-degree assault; domestic assault; female genital mutilation; domestic assault by strangulation; first through fourth-degree criminal sexual conduct; malicious punishment of a child; terroristic threats; violation of harassment restraining order; stalking; interference with an emergency call; nonconsensual dissemination of private sexual images; and violation of domestic abuse no contact order (DANCO); and similar laws of other states, the United States, the District of Columbia, tribal lands, and United States territories. (Minn. Stat. 609.02, subd. 16)

Offense	Victim of Offense	Time Limit	Prior Conviction	Offense Level
Assault 5	Same victim	w/in 10 years of conviction	QDVRO	Gross Misdemeanor
		w/in 10 years of discharge of 1 st of 2 or more convictions	QDVRO	Felony
	Any victim	w/in 3 years of conviction	QDVRO	Gross Misdemeanor
		w/in 3 years of 1 st of 2 or more convictions	QDVRO	Felony
Domestic Assault	Family/Household Member (as defined in Minn. Stat. 5188.01, Subd. 2)	w/in 10 years of conviction	QDVRO	Gross Misdemeanor
		w/in 10 years of 1 st of 2 or more conviction for Domestic Assault or Assault 5	QDVRO	Felony
Malicious Punishment	Any Victim	w/in 5 years of discharge	Assault 1-5, Domestic Assault, Malicious Punishment, Criminal Sexual Conduct 1-4, or Terroristic Threats.	Felony
Violation of Order for Protection or Harassment Restraining Order	Any Victim	w/in 10 years of conviction	QDVRO	Gross Misdemeanor
		w/in 10 years of discharge of 1 st or 2 or more convictions	QDVRO	Felony



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Stalking	Any Victim	w/in 10 years of conviction	QDVRO	Felony
Interference w/privacy	Any Victim	None	Interference w/Privacy or Stalking	Gross Misdemeanor

Example of Enhancement Reachback:

Arrest for Assault 5 & Malicious Punishment	1/1/2013
Plea (Accepted) to Assault 5 & Malicious Punishment	6/1/2013
Sentence of 2 years of probation	8/1/2013
Expiration of reachback for any victim for assault 5	6/1/2016
Discharge from sentence	8/1/2015
Expiration of reachback for any victim for Malicious Punishment	8/1/2020
Expiration of reachback for same victim for Assault 5	6/1/2023

Exhibit B



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<u>Date of Issue</u> February 7, 2014	POLICY MANUAL – CHAPTER B	
	Operations	
<u>Date of Revision</u> February 28, 2019	Authority: Chief of Police	POLICY # 216
<u>Annual Review</u> Month: January	SUBJECT:	Body Worn and Squad Camera

Policy: The use of a Vista Watch Guard body camera and squad camera system provides a method to document law enforcement activity through the audio and visual recording of officer involved incidents as they are occurring. The primary purpose of a body worn and squad camera audio/video recording system is for officer safety and to document statements and events during the course of an incident. Officer(s) that are issued a Vista Watch Guard camera will, as part of their uniform, wear and use the Watch Guard camera. The exception is that the camera system is not functioning and the Chief of Police and/or supervisor has been notified.

Purpose: The purpose of this policy is to establish guidelines for the use and management of the Vista Watch Guard body camera and squad camera system.

Scope: This directive applies to all members of the Elko New Market Police Department.

Definitions:

- A. **Audio Recording** – is electronic recording of conversation or other spoken words.
- B. **Watch Guard Evidence Library** – is the software that consists of 3 components (server, admin. and client.)
- C. **Law Enforcement Operator** – Primarily a licensed police officer, but on occasion may be a non-sworn representative of the agency who would be authorized and assigned to operate the Vista Watch Guard body camera.
- D. **Vista Watch Guard Body Camera (BWC)** – This refers to any system that captures audio and video signals that is individually worn by officers.
- E. **Vista Watch Guard Squad Camera** – This refers to any system that captures audio and video signals from cameras mounted inside police vehicles/squads.
- F. **System Administrator** – The Chief of Police or his/her designee with full access to user rights who controls passwords, save recordings as evidence, and has authority to delete audio and video recordings.
- G. **Video Recording** – is the electronic recording of visual images with or without audio component.



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Body Camera and Squad Camera Operational Objectives:

The Elko New Market Police Department has initiated a program to equip law enforcement operators with a Vista Watch Guard body camera. The Elko New Market Police Department has also initiated a program to equip all of its patrol vehicles with Vista Watch Guard squad cameras. This system will be used to document events and capture data to be preserved on a secured city network server. Once captured, these recordings cannot be altered in any way and are protected. The Elko New Market Police Department has adopted the use of the Vista Watch Guard body camera and squad camera to accomplish the following objectives.

- A. To enhance officer safety.
- B. To document statements and events during the course of an incident.
- C. To document incidents involving police patrol vehicles, traffic violations, and criminal activity.
- D. To enhance the law enforcement operator's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation.
- E. To preserve visual and audio information for use in current and future investigations.
- F. To provide an impartial measurement for self-critique and field evaluation during officer training.
- G. To enhance the public trust by preserving factual representation of officer – citizen interactions in the form of video and audio recordings.

Vista Watch Guard Video Recordings

Vista Watch Guard body and squad cameras should be utilized to record the following types of events whenever possible: Traffic stops, arrests, pursuits, vehicle searches, confrontational citizen contacts, use of force situations, statements made by subjects, victims and witnesses, advising an individual of their Miranda rights, during interrogations, or other legitimate law enforcement contacts. Squad cameras should be programmed to activate automatically whenever the full emergency squad lights are activated. Officers have discretion to record or not record general citizen contacts and have no affirmative duty to inform people that a BWC and or squad camera are being operated or that they are being recorded.



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Prohibited Vista Watch Guard Video Recordings

To respect the dignity of others, law enforcement operators will try to avoid recording of videos of persons who are nude or when sensitive human areas are exposed. **The Vista Watch Guard body and squad cameras** shall not be used to record non-work related personal activity and will not be activated in places where a reasonable expectation of privacy exists, such as locker rooms, dressing rooms or restrooms. **The Vista Watch Guard body and squad cameras** will not be intentionally activated to record conversations of fellow employees without their knowledge during routine, non-enforcement related activities.

Vista Watch Guard Body and Squad Camera Operating Procedures

A. General Procedures:

1. Law enforcement operators shall receive Vista Watch Guard body and squad camera training prior to being deployed with Vista Watch Guard body and squad cameras in an operational setting.
2. The department will ensure officers have access to the recorded events for legitimate law enforcement purposes or other articulable reasons.
3. Law enforcements operators will not make copies of any recordings for their personal use.

B. Operational Protocols:

1. Inspection and general maintenance of Vista Watch Guard body camera equipment shall be the responsibility of the law enforcement operator assigned to the equipment. Vista Watch Guard body camera shall be operated in accordance with the manufacturer's recommended guidelines and department training and policies.
2. Prior to beginning each shift, the assigned law enforcement operator shall perform an inspection to ensure that the Vista Watch Guard body camera and squad camera of the squad they will be using are performing in accordance with the manufacturer's recommendations. The law enforcement operator will ensure that the Vista Watch Guard body camera assigned to them is also synced with the squad camera in the squad they will be operating in for their shift. If problems are encountered with any component of the system, the Vista Watch Guard body camera equipment will not be used.
3. Malfunctions, damage loss or theft of equipment shall be reported to the Chief of Police prior to placing the unit into service.
4. Once the Vista Watch Guard body camera and or squad camera are activated they should remain on until the incident has reached a conclusion or the law enforcement



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operator leaves the scene. The intention to stop or restart the recording will be noted by the law enforcement operator verbally on the camera or in a written notation.

5. When the cameras are used in any incident, investigation, or during a traffic stop, this fact will be documented on any citation and/or report prepared regarding the use of the cameras.
6. Whenever a law enforcement operator obtains a video statement, the fact the statement was recorded will be listed in the incident report. A video statement is not a replacement for a written or digital recorded statement.
7. Law enforcement operators shall not use other electronic devices or other means in order to intentionally interfere with the capability of the Vista Watch Guard body and squad cameras.
8. Law enforcement operators may have access to review the recordings when preparing written reports or statements of events to help ensure accuracy and consistency of accounts. Exceptions on when law enforcement operators will not be allowed to review the recordings prior to preparing reports or statements is when that operator has been involved in a Use of Force incident where great bodily harm and/or death has occurred as a result of the use of force and in Officer Involved Shootings.
9. Law enforcement operators shall not erase, alter, reuse, modify or tamper with audio-video recordings. Upon approval of the Chief of Police, or designee, only the System Administrator may erase previously recorded digital recordings.
10. Law enforcement operators are to select a category from the event category list for each video recording. Video recordings shall be retained according to the department's retention schedule or as required by rules of evidence, unless a specific request is made to store them for a longer period of time. Law enforcement operators will document in a written report the existence of a video recording when related to an incident.
11. Officers should articulate in writing their reasoning if they fail to record an activity that is required by this policy to be recorded.

Data Retention:

Evidentiary data shall be retained for the period specified in the General Records Retention Schedule for Minnesota Cities. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable retention period.

1. Unintentional recorded footage shall not be retained.



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2. BWC and squad camera footage that is classified as non-evidentiary, or becomes classified as non-evidentiary, shall be retained for a minimum of 90 days following the date of capture. If information comes to light that non-evidentiary data has evidentiary value or value for training, it may be reclassified and retained for a longer period.
3. The Elko New Market Police Department shall maintain an inventory of BWC and squad camera recordings.
4. The Elko New Market Police Department will post information on its website concerning retention periods for BWC and squad camera video data.

Vista Watch Guard Body and Squad Camera Uploading Procedure:

At the end of an incident or their shift, law enforcement operators shall place the Vista Watch Guard body camera into the camera video transfer station which will allow the data to be transferred from the camera to the network server. The squad will be parked in a manner that the squad camera video can download via the hotspot antenna located in the squad garage. The data is considered impounded at this point and the cameras cleared of existing data. The body camera should not be removed from the transfer station until the data has been uploaded from the camera and the battery has been fully recharged.

If the law enforcement operator is involved in a shooting, in-custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of the operator's BWC and any squad camera footage and assume responsibility for transferring the data from it.

Accessing Vista Watch Guard Body Camera and Squad Camera Data:

Evidentiary copies of video recordings will be accessed and copied the network server for official law enforcement purposes only. Temporary access rights may be given to the County Attorney, Elko New Market City Attorney, City staff or other prosecutorial agencies associated with any future prosecution arising from an incident in which the Vista Watch Guard body camera and or squad cameras were utilized. The release of digital media through a public records request will be subject to the same statutory exemptions from disclosure as any other department records classified as public under the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13.

Security of Vista Watch Guard Body Camera and Squad Camera Media:

All digital media collected using the Vista Watch Guard body and or squad cameras is considered a record of the Elko New Market Police Department and subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13. Access to video recordings shall be granted to authorized users only. It is the responsibility of authorized users to keep their user name and password confidential. Accessing, copying, or releasing any recordings for other than official law enforcement purposes is strictly prohibited, except as required by law.



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Agency Review of Vista Watch Guard Body Camera and Squad Camera Media:

1. Digital recordings shall not be randomly reviewed to monitor officer performance. The exception is for an officer who has been placed on a personal improvement plan in order to address identified behavior.
2. Department personnel may review their own digital recordings as well as shared digital recordings from officers for report writing, court preparation and/or training purposes.
3. An investigator, who is participating in an official department investigation of a personnel complaint, claims investigation, administrative inquiry, or criminal investigation, may review specific incidents contained on digital recordings. Any other review will come from the express approval of the Chief of Police.
4. A supervisor may review a specific incident contained on digital media for the purpose of training, critique, early intervention inquiries, civil claims, administrative inquiry, or other articulable reason.
5. In no event shall any digital recording be used or shown for the purpose of officer ridicule or embarrassment. This includes submission of any portion of a video recording to a media organization, unless previously authorized by the Chief of Police.

Exhibit C



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<u>Date of Issue</u> February 7, 2014	POLICY MANUAL – CHAPTER A	
	Operations	
<u>Date of Revision</u> February 28, 2019	Authority: Chief of Police	POLICY # 118
<u>Annual Review</u> Month: January	SUBJECT:	Sexual Assault Investigation

I. PURPOSE

The purpose of this policy is to provide employees with guidelines for responding to reports of sexual assault. This agency will strive:

- a) To afford maximum protection and support to victims of sexual assault or abuse through a coordinated program of law enforcement and available victim services with an emphasis on a victim centered approach;
- b) To reaffirm peace officers' authority and responsibility to conducting thorough preliminary and follow up investigations and to make arrest decisions in accordance with established probable cause standards;
- c) To increase the opportunity for prosecution and victim services.

II. POLICY

It is the policy of the Elko New Market Police Department to recognize sexual assault as a serious problem in society and to protect victims of sexual assault by ensuring its peace officers understand the laws governing this area. Sexual assault crimes are under-reported to law enforcement and the goal of this policy is in part to improve victim experience in reporting so that more people are encouraged to report.

All employees should take a professional, victim-centered approach to sexual assaults, protectively investigate these crimes, and coordinate with prosecution in a manner that helps restore the victim's dignity and autonomy. While doing so, it shall be this agency's goal to decrease the victim's distress, increase the victim's understanding of the criminal justice system and process, and promote public safety.

Peace officers will utilize this policy in response to sexual assault reported to this agency. This agency will aggressively enforce the laws without bias and prejudice based on race, marital status, sexual orientation, economic status, age, disability, gender, religion, creed, or national origin.

III. DEFINITIONS

For purpose of this policy, the words and phrases in this section have the following meaning given to them, unless another intention clearly appears.

A. Consent: As defined by Minn. Stat. 609.341, which states:

- (1) Words or overt actions by a person indicating a freely given present agreement to perform a particular sexual act with the actor. Consent does not mean the existence of a prior or current social relationship between the actor and the complainant or that the complainant failed to resist a particular sexual act.



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- (2) A person who is mentally incapacitated or physically helpless as defined by Minnesota Statute 609.341 cannot consent to a sexual act.
- (3) Corroboration of the victim's testimony is not required to show lack of consent.

B. Child or Minor: a person under the age of 18.

C. Medical Forensic Examiner: The health care provider conducting a sexual assault medical forensic examination.

D. Sexual Assault: A person who engages in sexual contact or penetration with another person in a criminal manner as identified in MN Statute 609.342 to 609.3451.

E. Family and Household Member: As defined in Minn. Stat. 518.B.01 Subd.2.b. to include:

- (1) spouses or former spouses;
- (2) parents and children;
- (3) persons related by blood;
- (4) persons who are presently residing together or who have resided together in the past;
- (5) persons who have a child in common regardless of whether they have been married or have lived together at any time;
- (6) a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time; and
- (7) persons involved in a significant romantic or sexual relationship

F. Sexual Assault Medical Forensic Examination: An examination of a sexual assault patient by a health care provider, ideally one who has specialized education and clinical experience in the collection of forensic evidence and treatment of these patients.

G. Victim Advocate: A Sexual Assault Counselor defined by Minn. Stat. 595.02, subd. 1(k) and/or Domestic Abuse Advocate as defined by Minn. Stat. 595.02, subd. 1(1) who provide confidential advocacy services to victims of sexual assault and domestic abuse. Victim advocates as defined provide coverage in all counties in Minnesota. Minnesota Office of Justice Programs (MN OJP) can assist departments in locating their local victim advocacy agency for the purposes outlined in this policy.

H. Victim Centered: A victim-centered approach prioritizes the safety, privacy and well-being of the victim and aims to create a supportive environment in which the victim's rights are respected and in which they are treated with dignity and respect. This approach acknowledges and respects a victims' input into the criminal justice response and recognizes victims are not responsible for the crimes committed against them.

I. Vulnerable Adult: any person 18 years of age or older who:

- (1) is a resident inpatient of a facility as defined in Minn. Stat. 626.5572. Subd. 6;
- (2) receives services at or from a facility required to be licensed to serve adults under sections [245A.01](#) to [245A.15](#), except that a person receiving outpatient services for treatment of chemical dependency or mental illness, or one who is committed as a sexual psychopathic personality or as a sexually dangerous person under chapter 253B, is not considered a vulnerable adult unless the person



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- meets the requirements of clause (4);
- (3) receives services from a home care provider required to be licensed under sections [144A.43](#) to [144A.482](#); or from a person or organization that exclusively offers, provides, or arranges for personal care assistance services under the medical assistance program as authorized under sections [256B.0625, subdivision 19a](#), [256B.0651](#) to [256B.0654](#), and [256B.0659](#); or
 - (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction:
 - (i) that impairs the individual's ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision; and
 - (ii) because of the dysfunction or infirmity and the need for assistance, the individual has an impaired ability to protect the individual from maltreatment.

IV. PROCEDURES

A. Communications Personnel Response/Additional Actions by Responding Officers

Communications personnel and/or law enforcement officers should inform the victim of ways to ensure critical evidence is not lost, to include the following:

- 1) Suggest that the victim not bathe, or clean him or herself if the assault took place recently.
- 2) Recommend that if a victim needs to relieve themselves, they should collect urine in a clean jar for testing, and should avoid wiping after urination.
- 3) Asking the victim to collect any clothing worn during or after the assault and if possible, place in a paper bag, instructing the victim not to wash the clothing (per department policy).
- 4) Reassure the victim that other evidence may still be identified and recovered even if they have bathed or made other physical changes.

B. Initial Officer Response

When responding to a scene involving a sexual assault, officers shall follow standard incident response procedures. In addition, when interacting with victims, officers shall do the following:

- 1) Recognize that the victim experienced a traumatic incident and may not be willing or able to immediately assist with the criminal investigation.
- 2) The officer shall attempt to determine the location/jurisdiction where the assault took place.
- 3) Explain the reporting process including the roles of the first responder, investigator, and anyone else with whom the victim will likely interact during the course of the investigation.
- 4) Officers are encouraged to connect the victim with local victim advocates as soon as possible. Inform the victim that there are confidential victim advocates available to address any needs they might have and to support them through the criminal justice system process.
- 5) Provide the victim with contact information for the local victim advocate. Upon victim request the officer can offer to contact local victim advocate on behalf of the victim.
- 6) Ask about and document signs and symptoms of injury, to include strangulation. Officers shall attempt to obtain a signed medical release from the victim.
- 7) Ensure that the victim knows they can go to a designated facility for a forensic medical exam. Offer to arrange for transportation for the victim.



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- 8) Identify and attempt to interview potential witnesses to the sexual assault and/or anyone the victim told about the sexual assault.
- 9) Request preferred contact information for the victim for follow-up.

C. Victim Interviews

This agency recognizes that victims of sexual assault due to their age or physical, mental or emotional distress, are better served by utilizing trauma informed interviewing techniques and strategies. Such interview techniques and strategies eliminate the duplication of interviews and use a question and answer interviewing format with questioning nondirective as possible to elicit spontaneous responses.

In recognizing the need for non-traditional interviewing techniques for sexual assault victims, officers should consider the following:

- Offer to have a confidential victim advocate present (if possible) if the victim would benefit from additional support during the process
 - Whenever possible, conduct victim interviews in person
 - Make an effort to conduct the interview in a welcoming environment
 - Let the victim share the details at their own pace
 - Recognize victims of trauma may have difficulty remembering incidents in a linear fashion and may remember details in days and weeks following the assault
 - After the initial interview, consider reaching out to the victim within a few days, after at least one sleep cycle to ask if they remember any additional details.
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- Depending on the victim, additional interviews might be needed to gather additional information. Offer support from a victim advocate to the victim to help facilitate engagement with the investigative process and healing.
 - Some victims do remember details vividly and might want to be interviewed immediately.
 - During initial and subsequent victim interviews, officers should note the following information as victims share it, recognizing that a victim may not be able to recall all the details of the assault during a particular interview.
 - 1) Whether the suspect was known to the victim
 - 2) How long the victim knew the suspect
 - 3) The circumstances of their meeting and if there is any indication of the use of drugs or alcohol to facilitate the sexual assault
 - 4) The extent of their previous or current relationship
 - 5) Any behavioral changes that led the situation from one based on consent to one of submission, coercion, fear, or force
 - 6) Specific actions, statements, and/or thoughts of both victim and suspect immediately prior, during, and after assault
 - 7) Relevant communication through social media, email, text messages, or any other forms of communication

D. Special Considerations—Minors and Vulnerable Adults/Domestic Abuse Victims

1. Minors and Vulnerable Adults

This agency recognizes that certain victims, due to their age or a physical, mental, or emotional distress, are better served by utilizing interview techniques and strategies that eliminate the duplication of interviews and use a question and answer interviewing



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format with questioning as nondirective as possible to elicit spontaneous responses. Members of this agency will be alert for victims who would be best served by the use of these specialized interview techniques. Officers, in making this determination, should consider the victim's age, level of maturity, communication skills, intellectual capacity, emotional state, and any other observable factors that would indicate specialized interview techniques would be appropriate for a particular victim. When an officer determines that a victim requires the use of these specialized interview techniques, the officer should follow the guidance below.

- a. Officers responding to reports of sexual assaults involving these sensitive population groups shall limit their actions to the following:
 - (1) Ensuring the safety of the victim;
 - (2) Ensuring the scene is safe;
 - (3) Safeguarding evidence where appropriate;
 - (4) Collecting any information necessary to identify the suspect; and
 - (5) Addressing the immediate medical needs of individuals at the scene
- b. Initial responding officers should not attempt to interview the victim in these situations, but should instead attempt to obtain basic information and facts about the situation, including the jurisdiction where the incident occurred and that a crime most likely occurred. Officers should seek to obtain this information from parents, caregivers, the reporting party, or other adult witnesses, unless those individuals are believed to be the perpetrators.
- c. Officers responding to victims with special considerations must comply with the mandated reporting requirements of Minnesota Statute 626.556 and 626.557, as applicable. Officers investigating cases involving victims with special considerations should coordinate these investigations with the appropriate local human services agency where required. Any victim or witness interviews conducted with individuals having special considerations must be audio and video recorded whenever possible. All other interviews must be audio recorded whenever possible.

Not all sexual assaults of minor victims require a mandatory report to social services. This policy recognizes that in certain cases, notifying and/or the involvement of a parent/guardian can cause harm to the minor and/or impede the investigation. Officers responding to the sexual assault of a minor victim that does not trigger a mandated report under Minn. Stat. 626.556 should assess for the impact on the victim and the investigation if parents/guardians were notified before making a decision to involve them.

- d. Officers should obtain necessary contact information for the victim's caregiver, guardian or parents and where the victim may be located at a later time. Officers should advise the victim and/or any accompanying adult(s), guardians or caregivers that an investigating officer will follow up with information on a forensic interview.



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- e. The officer should advise the victim's caregiver, guardian or parent that if the victim starts to talk about the incident they should listen to them but not question them as this may influence any future statements.

2. Victims of Domestic Abuse

Officers responding to a report of sexual assault committed against a family and household member must also follow the requirements and guidelines in this agency's domestic abuse policy and protocol, in addition to the guidelines in this policy.

E. Protecting Victim Rights

- 1) Confidentiality: Officers should explain to victims the limitations of confidentiality in a criminal investigation and that the victim's identifying information is not accessible to the public, as specified in Minn. Stat. section 13.82, subd. 17(b)
- 2) Crime Victim Rights: Officers must provide the following information to the victim:
 - a. Crime victim rights and resource information required to be provided to all victims as specified by Minn. Stat. section 611A.02, subd. 2(b)
 - b. If the suspect is a family or household member to the victim, crime victim rights and resource information required to be provided to domestic abuse victims, as specified by Minn. Stat. section 629.341, subd. 3.
 - c. The victim's right to be informed of the status of a sexual assault examination kit upon request as provided for under Minn. Stat. section 611A.27, subd. 1.
 - d. Pursuant to Minn. Stat. 611A.26, subd. 1, no law enforcement agency or prosecutor shall require that a complainant of a criminal sexual conduct or sex trafficking offense submit to a polygraph examination as part of or a condition to proceeding with the investigation, charging or prosecution of such offense.
- 3) Other information: Officers should provide to the victim the agency's crime report/ICR number, and contact information for the reporting officer and/or investigator or person handling the follow up.
- 4) Language access: All officers shall follow agency policy regarding limited English proficiency.

F. Evidence Collection

1) Considerations for Evidence Collection

Officers shall follow this agency's policy on crime scene response. In addition, officers may do the following:

- a. Collect evidence regarding the environment in which the assault took place, including indications of isolation and soundproofing. The agency should consider utilizing their agency or county crime lab in obtaining or processing the scene where the assault took place. This should be in accordance to any/all other policies and procedures relating to evidence collections.
- b. Document any evidence of threats or any communications made by the suspect, or made on behalf of the suspect, to include those made to individuals other than the victim.
- c. In situations where it is suspected that drugs or alcohol may have facilitated the assault, officers should assess the scene for evidence such as drinking glasses, alcohol bottles or cans, or other related items.



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- d. If the victim has declined or a medical forensic exam will not be conducted, the officer should obtain victim consent and attempt to take photographs of visible physical injuries, including any healing or old injuries. Victim should be given directions about how to document any bruising or injury that becomes evidence later after these photographs are taken.

G. Sexual Assault Medical Forensic Examinations

- 1) Prior to the sexual assault medical forensic examination the investigating officer should do the following:
 - a. Ensure the victim understands the purpose of the sexual assault medical forensic exam and its importance to both their general health and wellness and to the investigation. Offer assurance to the victim that they will not incur any out-of-pocket expenses for forensic medical exams and provide information about evidence collection, storage and preservation in sexual assault cases.
 - b. Provide the victim with general information about the procedure, and encourage them to seek further detail and guidance from the forensic examiner, health care professional, or a victim advocate. Officers and investigators cannot deny a victim the opportunity to have an exam.
 - c. Officers should be aware and if necessary, relay to victims who do not want to undergo an exam that there might be additional treatments or medications they are entitled to even if they do not want to have an exam done or have evidence collected. Victims can seek that information from a health care provider or a victim advocate. If possible, transport or arrange transportation for the victim to the designated medical facility.
 - d. Ask the victim for a signed release for access to medical records from the exam.
- 2) Officers should not be present during any part of the exam, including during the medical history.
- 3) Following the exam, evidence collected during the exam shall be handled according to the requirements of agency policy and Minnesota Statute 299C.106.

H. Contacting and Interviewing Suspects

Prior to contacting the suspect, officers should consider the following:

- 1) Conduct a background and criminal history check specifically looking for accusations, criminal charges, and convictions for interconnected crimes, especially crimes involving violence.
- 2) Consider conducting a pretext or confrontational call or messaging depending on jurisdictional statutes. Involvement of a victim should be based on strong consideration of the victim's emotional and physical state. A victim advocate should be present whenever possible to offer support.
- 3) When possible, an attempt would be made to interview the suspect in person.
- 4) In situations where suspects do not deny that a sexual act occurred, but rather assert that it was with the consent of the victim, officers should do the following:
 - a. Collect evidence of past communication, including but not limited to all relevant interaction (including social media) between the suspect and victim.
 - b. Identify events that transpired prior to, during, and after the assault in an effort to locate additional witnesses and physical locations that might lead to additional evidence.



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- 5) For sexual assaults involving strangers, officers should focus investigative efforts on the collection of video, DNA, and other trace evidence used for analysis to identify the perpetrator (handle evidence collection per agency policy).

I. Forensic Examination and/or the Collection of Evidence from the Suspect

Note: A suspect's forensic examination and/or the collection of evidence from a suspect may be done by either an investigating officer/investigator, Forensic Medical Examiner, or the agency/county crime lab personnel.

- 1) Prior to or immediately after the preliminary suspect interview, photograph any injuries.
- 2) Determine whether a sexual assault medical forensic examination should be conducted.
- 3) Ask for the suspect's consent to collect evidence from their body and clothing. However, officers/investigators should consider obtaining a search warrant, with specific details about what evidence will be collected, and should be prepared in advance to eliminate the opportunity for the suspect to destroy or alter evidence if consent is denied.
- 4) During the suspect's sexual assault medical forensic examination, the investigator, evidence technician, or forensic examiner should do the following:
 - a. Strongly consider penile swabbing, pubic hair combings, and collection of other potential DNA evidence;
 - b. Collect biological and trace evidence from the suspect's body;
 - c. Document information about the suspect's clothing, appearance, scars, tattoos, piercings, and other identifiable marks;
 - d. Seize all clothing worn by the suspect during the assault, particularly any clothing touching the genital area;
 - e. Document the suspect's relevant medical condition and injuries.

J. Role of the Supervisor

Supervisors may do the following:

- 1) Assist officers investigating incidents of sexual assault when possible or if requested by an officer.
- 2) Provide guidance and direction as needed.
- 3) Review sexual assault reports to ensure that necessary steps were taken during initial response and investigations.

K. Case Review/Case Summary

A supervisor should ensure cases are reviewed on an on-going basis. The review process should include an analysis of:

- 1) Case dispositions
- 2) Decisions to collect evidence
- 3) Submissions of evidence for lab testing
- 4) Interviewing decisions



STAFF MEMORANDUM

SUBJECT:	Elko New Market Fire Relief Donation
MEETING DATE:	February 28, 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 28th 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 28, 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
- 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

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:	Authorize Architectural Services for Police Department Remodel
MEETING DATE:	February 28, 2019
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	Approve Professional Service Agreement with Leo A Daly Company to Provide Architectural Services for the Police Department Remodel

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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5 YEAR GOALS:

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- 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 Police Department is located in a 102-year old building, which had been used primarily as a school until it merged with the Lakeville School District in the 1950's. From that time, leading up to the merger of the former Cities of Elko and New Market, the structure served as the Elko City Hall and the Elko Post Office. Upon the consolidation of the two cities in 2007, the Elko City staff moved into the New Market City Hall and the Police Department was relocated from leased industrial space on Newton Circle to Elko City Hall. The former City Hall portion of the building received minor remodeling to serve as office space for the Police Department and the vehicles were moved to what is now the records/ambulance building on Church Street. The remodel consisted of putting up 8 walls, along with new ceilings, shelving, and painting, to create the evidence lockers, interrogation rooms, police storage, and an area for police lockers cost approximately \$16,000. The payback for the remodel for the Police Department and more extensive remodel at City Hall based on rent savings was about 7 years.

In 2008, the City was expected to grow to a population of 13,000 by 2020 and 20,000 by 2030. Most of the City's facilities at that time were substandard and/or inadequate to meet the City's existing needs, which was expected to become more acute as the community continued to grow and service demands increased. The BKV Group was retained to complete a Public Facilities Master Plan for the City of Elko New Market which was completed in late 2008. The Plan included a needs assessment that served as the basis of need projections for the Police Department. The space needs analysis found that the Department was 2 to 6 times smaller than comparison municipalities and future needs (based on growth) could be up to 20 times greater. It estimated that the cost to construct a new Police Department to service the community into the future, capable of meeting the City's need for decades, was approximately \$5.3 million.

The recession, however, slowed residential growth considerably. This extended the estimated timeframes for the population growth that had previously been assumed. The need for a substantially larger space and the tax base to support its construction would not materialize until years later than anticipated. Still, despite the recession, growth in the community continued. Projections, while muted from earlier estimates, still identified Elko New Market as a high growth community over the coming decades. Correspondingly, the number of police officers and support staff needed to provide desired levels of service would continue to grow.

By 2012, the recession had lingered much longer than expected and circumstances required developing a longer term interim strategy to meet the Police Department facility needs. The City Council established a phased plan to renovate Police Department. The decision to renovate, rather than build a new facility was a result of much discussion about the uncertainty of future growth of the City. Renovation was a much lower cost than new construction, did not require the acquisition of land, address deferred maintenance and other issues with the existing building and provided a facility asset that would have the potential for reuse after Police Department relocated. This approach provided the flexibility to "push out" new construction until the need for a substantially larger space would be necessary and the community tax base had proportionately grown to support the cost of its construction.

The interim solution of a renovated facility consisted of four phases and was expected to meet the needs of the Department for up to 15 years. The phases included:

- Phase 1 – Make Police Station Handicapped Accessible

- Phase 2 – Construct Police Garage
- Phase 3 – Tuckpoint Exterior Building
- Phase 4 – Interior Improvements to Meet Code, OSHA, and ADA Standards

Based on analysis of the priorities for the renovation, the City Council moved forward with the following renovations: Handicapped Accessibility Improvement to the front entrance was completed in late 2013; the Police Department Garage was completed in late 2014 along with paving the parking lot; the tuck pointing the Police Station was completed in Spring/Summer of 2015. The total cost of these improvements was about \$325,000.

A Building Assessment completed by Wiss, Janney, Elstner (WJE) in 2011 outlined structural, mechanical, electrical and plumbing needs. The estimate cost of addressing these items \$125,000 to \$215,000 at the time. The WJE study did not review the interior design for effective police operations. More recent estimates of addressing acute issues with the current Police Department facility including roof repair, windows, exterior wall repair, window replacement and mold abatement ranged from \$55,000 to \$310,000. This did not include work related to the interior design for effective police operations

DISCUSSION:

In reviewing the interior renovation within current context, it was determined by staff that the scope and nature of the work may need to be revisited for a number of reasons.

- The floor plan was based upon the initial remodel at the time of the merger, which worked around the Post Office (located in the building at that time). The space may be used more effectively, if the floor plan was re-examined.
- The understanding of the space needs of the Department may have changed over time based on experience and greater expertise within the Department. Items that have been noted include confining or securing a subject/suspect, lack of emergency power, poor ventilation in evidence room risking strong/toxic fumes and no decontamination for bodily fluids or hazardous materials.
- The term of the Police Department being housed in its current location has continued to lengthen and is greater the initial assumptions. In addition, the Police Department has indicated that if it is properly remodeled, the space may meet the Department needs for longer than what was assumed in the initial renovation assumptions.
- The structure has continued to deteriorate due to deferred maintenance and additional issues, have been identified, including mold, exterior to interior water penetration, significant heat and cooling loss, weak/deteriorating subfloor, broken windows, holes in exterior siding/covering and buckling floor.
- Seek to maximize use of structure for Police Department and overall usable life of the existing structure. The vision for the interior renovation is to provide the Police Department with a facility that meets operational and facility needs for up to 20 years and possibly beyond.
- Re-examine the project with emphasis on greatest value vs. lowest cost.

In 2017, Staff had advised the City Council that it may be prudent to move the project date back in order to revisit the project scope and budget. During 2018, staff sought project estimates from contractors based on an internally developed conceptual plan and general statement of scope for use in budget discussions. The intent was to determine an order of magnitude for project costs in order to assist with high level financial planning discussions. The

estimates ranged from \$792,000 to \$1,433,000. The significant range in the estimates is believed to be the result of lack of detail regarding project scope, level of resources/detail put into developing the estimate and varying degrees of assumed contingency.

To sum, while the building itself is structurally sound, the entire HVAC, electrical and plumbing systems need to be brought up to Code and the space redesigned to meet current operational standards for police department operations and Staff. Once the project is completed, the building would likely have use as a Police Department for potentially 20+ years, depending on community and Department growth.

The first step in the process for completion of the Final Phase of the renovation was to solicit architectural services for assistance in facility assessment, needs assessment, options, and preparing the plan and specifications. The intent was to allow the City to make a “go or no go” decision. Then, assuming a “go” decision, the services would include plans, specifications, bidding and construction management. An RFP was sent to seven architectural firms with extensive experience in new Police Department buildings and/or renovations of them. There were two firms that responded – Wold Architects and Leo A. Daly. Both proposals had excellent processes, knowledgeable teams and significant experience as firms in remodeling Police Department facilities.

Assuming a \$1,000,000 construction cost, the total cost of services for both firms were very close – Leo A. Daly at \$94,200 and Wold Architects at \$102,000. However, the Leo A. Daly proposal was preferred because of its lower initial cost to compete the first phase of the work and shorter completion schedule for the first phase of work. Leo A. Daly will complete the first phase – Facility Assessment, Needs Assessment, and Option Development in 12 weeks for a fee of \$9,000, including all reimbursables. Wold proposed 16 weeks and a fee of about \$48,800, including reimbursables, for the same work. In short, to get to a “go/no go” decision to proceed with the Police Department renovations will cost the City about \$40,000 less with Leo A. Daly, and in a shorter time frame, than with Wold.

It should be noted that Phase 2 – the plans, specs, bidding and construction management – would be \$85,200 with Leo A. Daly and \$53,200 with Wold. However, the overall Leo A. Daly proposal would be \$7,800 less than the Wold proposal given the same project assumptions. The City would have the opportunity to negotiate the \$20,000 Construction Management cost with Leo A. Daly (depending on the level of service desired) should the City decide to forward with the second phase of architectural services.

Assuming approval at this City Council meeting, the tentative schedule would be for Phase 1 results to be presented to City Council at the May 23 or June 13, 2019 Council meeting. Then, assuming approval by the City Council to move forward, plans and specs would be ready for bidding at the September 26 or October 10, 2019 Council Meeting. Completion of the project would be expected in Spring of 2020. This tentative schedule is set to take advantage of anticipated lower Winter construction cost, since most of the work will be done inside the current Police Department facility.

Attached is the Letter of Agreement with Leo A. Daly, which includes both phases. The City Attorney has reviewed it and approved it as to form.

Recommend the City Council approve the letter of Agreement with Leo A. Daly for architectural services for remodeling the Police Department and authorize Leo A. Daly to proceed with Phase 1 of the Agreement.

BUDGET IMPACT:

The first phase of architectural services will cost \$9,000, including reimbursables. Should City Council proceed to the second phase of architectural services with Leo A Daly, the cost will be an additional \$85,200 for a total of \$94,200 (assuming a \$1M project).

ATTACHMENT:

- Professional Service Agreement with Leo A Daly Company to Provide Architectural Services for the Police Department Remodel

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 15 day of February, 2019, by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation ("City") and **LEO A DALY COMPANY**, a Minnesota corporation ("Consultant").

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

1. **SCOPE OF SERVICES.** The City retains Consultant for professional and architectural services for the pre-design phase of the City police department facility.

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 February 5, 2019 ("Proposal") consisting of (6) pages

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 Phase I services by May 23, 2019 and the Phase II services by September 26, 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. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that the Consultant shall retain ownership of the copyright in and to all preexisting materials, proprietary methodologies and other creative tangible forms of expression created or owned by the Architect prior to commencement of the Project and used in connection with the Project and/or incorporated into the products of service ("Preexisting Materials").

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 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. Consultant shall indemnify and hold harmless the City, its officers, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, to the extent caused by the negligent performance of the services provided for herein and further agrees to pay proportionate defense costs and expenses for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder and for which Consultant is legally liable.

10. 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.

11. 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.

12. 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

13. 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.

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

15. 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.

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

17. 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.

CITY OF ELKO NEW MARKET

By: _____
Joe Julius, Mayor

And: _____
Tom Terry, City Administrator

Dated: _____, 2019

LEO A DAILY COMPANY

BY: _____

Name: MATTHEW JOHNSON

Title: MANAGING PRINCIPAL

Dated: 2/15, 2019

February 5, 2019

Mark Nagel, Assistant City Administrator
City of Elko New Market
601 Main Street
Elko New Market, MN 55054

PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

**Subject: Proposal for Professional A/E Services – Elko New Market Police Station
Phase 1: Predesign Phase Services**

Dear Mr. Nagel;

LEO A DALY is pleased to present this proposal to provide professional Architectural and Engineering services for the Predesign phase scope of work for the Elko New Market Police Station facility. The Predesign deliverable will affirm the feasibility of remodeling by defining the physical size, project scope, needs and costs. Upon acceptance, this proposal letter will be made as an attachment to LEO A DALY's Standard Terms and Conditions (See Appendix A).

BACKGROUND: The Elko New Market police station renovation project is Phase 4 of a 4-phase upgrade of an approximately 100-year old City Hall/Post Office building. The first 3 phases included making the building handicapped accessible, tuckpointing, exterior building rehabilitation/parking lot paving, and the addition of a new garage for Police Department vehicles and storage. The final phase will be the remodeling of the interior space, including HVAC, electric, and handicapped accessible bathrooms, for Police Department personnel and operations. The cost of construction is currently anticipated to be between \$800,000 – \$1.2 million.

SCOPE OF WORK – Phase 1 Concept Planning for police station renovation: This scope of work will be broken into 3 parts as follows.

- **Part A - Facility Assessment**
 - A detailed review of the previous building audit will be performed. We will not duplicate these efforts, but rather build from them by reviewing and confirming the report in person and then propose solutions to the deficiencies so these solutions can be priced and incorporated into the development of options.
 - Our team will review, create, and/or update the existing drawings to match the current conditions.
 - Conduct operational analysis understanding the amount of people who move through the building, the times of days or days of week, hours of operation, general persona of visitors and staff and any case data which can assist in providing foundational understanding to customers and

how the building is used. All data will be collected, reviewed, and a summary of key operating characteristics will be documented.

- **Part B – Needs Assessment / Operational Analysis**
 - Space requirements, staff and space adjacencies, inter-departmental relationships, specialized service functions (holding, training, etc.), administrative and operational service demands, and other issues will be identified through an interactive meeting with key personal. The goal is to collectively identify and assess potential reorganization of services, and of physical adjacencies which may result in operating enhancements and which may also influence facility layout, locations, operating costs.
 - Data/telephone systems, security access control and monitoring systems, radio equipment, cell phone booster loops, audio/visual technology, training technology will all be reviewed.
 - Tours of surrounding public safety facilities, at the suggestion of the City, to gain an understanding of the trends at other regional facilities.
 - Development of a program document which clearly identifies the facility space needs. This document will include a spreadsheet of spaces required and square footage projected over five, ten- and fifteen-year periods.
- **Part C – Facility Planning Options**
 - Develop three plan concepts exploring existing building optimization and programming options. We will review the planning options with City leadership and will include a summary of advantages, operational constraints, staffing efficiency, safety and security and long-term serviceability.
 - Provide opinion of probable construction and project cost for all three options presented.

COST OF SERVICES: Phase 1 professional services are as follows:

- | | |
|--|---------|
| • <u>Parts A – C listed above:</u> | \$7,000 |
| • <u>Structural Analysis and recommendation:</u> | \$1,500 |
| • <u>Total:</u> | \$9,000 |

SCHEDULE: We anticipate the predesign phase of work to be presented to the City Council on May 23, 2019.

REIMBURSABLE EXPENSES: All report deliverables will be issued digitally through Newforma along with one final hard copy. Any expenses incurred will be billed at 1.1 times cost. Expenses will be capped at \$500 and include reimbursement for the cost of auto travel and the any printing or delivery costs. We anticipated six vehicle trips at approximately \$50/trip plus \$200 of printing costs.

CONCLUSION: Upon completion of Phase 1 services, LEO A DALY anticipates the City Council will select one option to move forward into full design. LEO A DALY will commence Phase 2 design, bidding, and construction administration services upon notice to proceed. Phase 2 design phase is anticipated to be complete by the September 26, 2019 City Council Meeting. Upon approval of Bidding documents at this council meeting, construction is anticipated in March 2020.

COST OF SERVICES: Phase 2 professional services are as follows:

- Schematic Design - Bidding:
 - 6.25% of estimated construction cost at time of predesign concept approval.
- Construction Administration:
 - Hourly to a maximum of \$20,000.00
- Reimbursables:
 - Printing billed at 1.1 times cost to a maximum of \$1,400.
 - Travel: 26 vehicle trips at approximately \$50/trip.

Please feel free to direct any questions to Todd LaVold, Project Manager via email or mobile at (763) 439-0511. We appreciate this opportunity to serve you and your project needs.

Sincerely,

LEO A DALY



Todd LaVold, AIA
Project Manager
tblavold@leoadaly.com

CC:

File

Cindy McCleary, Vice President – Public & Institutional Market Sector

ACCEPTED BY CLIENT:

For: **CITY OF ELKO NEW MARKET**

By: _____

Title: _____

Date: _____

APPROVED:



Title: Vice President

Date: 05 February 2019

EXHIBIT A

TERMS AND CONDITIONS

This **Exhibit A**, Terms and Conditions, is incorporated into and made a part of the agreement by and between **Leo A Daly Company** (“Consultant”) and **the City of Elko New Market**. (“Client”) dated **February 5, 2019** (the “Agreement”). The Consultant and Client (also referred to collectively as the “Parties” and individually as “Party”) agree to the following terms and conditions:

- 1.0 Standard of Care.** The standard of care for all services performed or furnished by Consultant under the Agreement shall be in conformance with the skill and care ordinarily exercised by similar professionals providing similar services in the same location at the same time and under similar circumstances (the “Standard of Care”).
- 2.0 Mutual Waiver of Consequential Damages.** Except as otherwise provided under this Agreement in no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
- 3.0 Intellectual Property.**
 - 3.1 “Intellectual Property” as used in these Terms and Conditions shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.
 - 3.2 “Work Product” as used in these Terms and Conditions shall mean any and all work created by Consultant in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.
 - 3.3 “Deliverable” as used in these Terms and Conditions shall mean a Work Product required to be delivered to Client under the Agreement and actually delivered to Client by Consultant.
 - 3.4 Client shall own all Deliverables delivered to Client by Consultant.
 - 3.5 Consultant shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable.
- 4.0 Indemnity and Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney’s fees regardless of the Consultant’s insurance

coverage, to the extent caused by any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the subcontractors and sub-consultant of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees to the extent caused by the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except for violations of the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

Where the Services provided by the Consultant to the City are "design professional services" as described in Minnesota Statutes, Section 604.21, then the Consultant will not be obligated to defend the City as required above.

- 5.0 Construction Means and Methods.** Notwithstanding anything under the Agreement, or otherwise expressed or implied by Consultant, Consultant shall not have control over, charge of, or be responsible, in any way, for the means, methods, techniques, sequences or procedures in connection with any construction work arising from the Agreement or any Deliverable or Work Product.
- 6.0 Conflicts.** In the event that any term of these Terms and Conditions conflict with the terms and conditions of another portion of the this Proposal, in all instances, these Terms and Conditions shall control and prevail.
- 7.0 Force Majeure and Unforeseeable Conditions.** Consultant shall not be responsible for and Client hereby releases Consultant from any claim, damage, delay or loss resulting from: (i) fires, riots, labor disputes, war, terrorism, weather, acts of god, or other force majeure; (ii) governmental action or failure to act (including, without limitation, plan reviews, permits, and/or approvals); (iii) unforeseen circumstances or conditions (including, without limitation, unforeseen site conditions); (iv) discovery of any hazardous substances or differing site conditions; and/or, (v) circumstances or events outside the reasonable control or responsibility of Consultant.

8.0 Payment

- 8.1 If an invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of the 1.5% per month (18% per annum), or
-

the statutory maximum according to applicable state law, if less. The unpaid balance will bear interest until paid.

- 8.2 The Client acknowledges and agrees that unless expressly made within 90 days from the date of the invoice, any objections, claims, or disputes related to an invoice shall be waived, and said invoice shall be deemed accepted by Client.

9.0 Insurance During the performance of the Services under this Agreement, Architect shall maintain the following insurance:

- a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- d. Professional Liability Insurance, or Errors & Omissions insurance providing coverage for the claims that arise from the negligent errors or omissions of the Consultant or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each claim and \$1,000,000 annual aggregate.
- e. Consultant shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the general liability policy on a primary and noncontributory basis.

10.0 Termination by Either Party. This Agreement may be terminated by either party upon 7 days' written notice delivered to the other party. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses through the effective date of termination.

**ELKO NEW MARKET PARKS COMMISSION
TUESDAY, FEBRUARY 19, 2019
REGULAR MEETING MINUTES**

PRESENT:

Present at Roll Call were Commissioner Melgaard and Commissioner Dornseif
Also present were Mayor Joe Julius; Administrative/Community Development
Intern Haley Sevening; and Assistant City Administrator Mark Nagel

CALL TO ORDER:

The meeting was called to order at 4:02 PM in Conference Room B at Elko New
Market City Hall, 601 Main Street.

APPROVE AGENDA:

Mr. Nagel said that there was not a quorum for this meeting, so nothing would be
added to the Agenda and no votes would be taken on any of the Agenda Items.

CITIZEN COMMENTS:

There were no citizens present at the February Parks Commission Meeting to make
comments to the Parks Commission.

**APPROVAL OF MINUTES OF JANUARY 8, 2019 PARKS
COMMISSION MEETING:**

Since there was not a quorum for this meeting, this item was tabled until the March
Parks Commission meeting.

PETITIONS, REQUESTS, AND COMMUNICATIONS

Mr. Nagel reviewed the 2019 Legislative Update from the Minnesota Recreation
and Park Association with Commissioners, noting that the session started on 1/16.

UPDATES:

Mr. Nagel reviewed the January 31, 2019 ENM Parks Commission Update, which contained 16 items, with the Commissioners. Mr. Nagel said commented that the ice rink was seeing significant use with the cold weather. With all the snow this month, he said, the Public Works Department was doing a remarkable job keeping them open despite the record snowfall in February.

Chair Sutton reported that the CCEC would be discussing the 2019 Egg Hunt at their February 19, 2019 meeting, which immediately followed the Parks Commission meeting.

Mr. Nagel reported that Commissioner Zahratka was not available for the March meeting of the New Prague Community Ed Advisory Board Meeting and asked Commissioners to contact him if they could attend in her place.

OLD/NEW BUSINESS:

Mark Nagel introduced Haley Sevening, the Administrative/Community Development Intern, who was present to discuss the proposed Food Truck Ordinance currently being considered by the Planning Commission, with the Committee, specifically, whether they should be allowed to operate during Parks events. A number of suggestions were discussed about the proposed Ordinance, but the consensus of the Committee was that, if their concerns could be accommodated in the final version, that Food Trucks could add to Community Events. The Commissioners concluded by thanking the City Council and Planning Commission for requesting their input. No further action was taken by the Commissioners.

Mr. Nagel recapped the discussion of additional pet waste stations City parks and trails to date. He noted that there have been improvements to them since the first 3 were placed along paths about 3years ago. Commissioners had previously agreed that new locations should include the trail entrance at Seurer Street connecting the neighborhood to Downtown; the Pete's Hill entrance; Wagner Park; along the CSAH 2 Bike/Hike trail; and Windrose Park. The criteria for selecting the additional pet waste stations include: green color; covered, closed chute bin; bag dispenser; a dog leash hook; bags that can be tied; durable, weather-resistant materials; and a larger bin. He said Commissioners had previously approved the purchase of 5 new pet waste stations at the January 8, 2019 Meeting, but had Mr. Nagel to return with 3 options for pet waste stations. He handed out a copy of 3

options that met the criteria established for pet waste stations. Consensus of the Commissioners present was to purchase 5 stations from Dog Waste Depot for \$219.99 each, which includes shipping. Mr. Nagel said that he would confirm the price and have an invoice from the company for consideration of approval at the March Parks Commission meeting.

Mr. Nagel said that Jessica Davidson from New Prague Community Ed had completed the lineup for the now called “March Calmness” programs at the Elko New Market Library were now set. He provided a flyer advertising the lineup – March 7th features Glow Stick Dancing; March 14th shows families how to use relaxation and movement techniques; March 21st teaches families yoga; and March 28th focuses on family fitness. The Community Room has been reserved for the 4 Thursday evenings in March for the programs. All events begin at 6:30 PM. Consensus of the Parks Commissioners present was to proceed with the programming for these events.

Mr. Nagel reviewed the SMSC Trail Grant Application with Commissioners, which would pave the trail link between the Woodcrest Addition and the Windrose 8th Addition. The total cost was estimated at \$22,120 with 80 % being paid by the grant. He said that application had been submitted by the January 31, 2019 deadline, but did not know when he will find out when the SMSC would make a decision. No further action was taken.

Mr. Nagel said that he ordered the archery equipment – 8 left-handed bows, 10 dozen arrows and new cases for all bows – for a total of \$2,250. He said that going through the National Archery in the Schools Program saved about 10%. The new equipment will be available for City’s Summer popular archery programs. He said that he will have the invoice for approval at the March Parks Commission meeting. No further action was taken.

Mr. Nagel said that there’s been renewed interest in having a Farmer’s Market in Elko New Market and is on the 2019 Goals list for the Parks Commission. He reviewed materials from the Minnesota Farmers’ Market Association with the Commissioners noting that there were a few options available for implementation of a Farmers’ Market in the city – it could be run by the Chamber of Commerce or another civic organization; it could be done with another area City; it could be hosted by a nearby farm; or the City could apply GreenCorps grant from the State for an Intern , who handle this program for the City. After much discussion, the Parks Commission directed Mr. Nagel to pursue all options for a Farmers’ Market

and report back to the parks commission at the March meeting. No further action was taken.

Mr. Nagel presented the Bill List to the Commissioners – a bill from Schlomka's Portable Restrooms for services for December for a total of \$420.00. Since there was no quorum the bills could not be considered.

OTHER BUSINESS:

Mr. Nagel reported that he had forwarded the interest of Commissioners Melgaard and Miller to be reappointed to a 3-year term. He said that the Council accepted their interest in continuing to serve the community, but chose to consider other potential applicants, as well.

There were no additional business items to come before Commissioners at the February 19, 2019 Parks Commission meeting.

NEXT MEETING:

Mr. Nagel said that he was on vacation for the scheduled Tuesday, March 12, 2019, so asked that it be rescheduled for Tuesday, March 26, 2018 at 4 PM in Conference Room B of Elko New Market City Hall. Consensus of the Parks Commissioners present was to reschedule the March Parks Commission meeting for that date, time and place.

PARK COMMISSIONER COMMENTS:

There were no additional comments from Commissioners at the February 19th, 2019 Parks Commission meeting.

ADJOURNMENT:

There being no further business to come before the Parks Commission, the meeting was adjourned by voice vote at 5:11 PM.

**Respectfully Submitted,
Mark Nagel, Assistant City Administrator**

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

Meeting was called to order at 5:32 PM by Chair Mike Sutton in the ENM City Hall Council Chambers.

Members Attending: Chair Mike Sutton, Terre Larsen, Toni Maat, Lori Nelson, Jodi Muelken, and Dawn Seepersaud

Others Attending: Mark Nagel, Haley Sevening, and Sandy Green

Absent: Leander Wagner, Janelle Kirsch, and Amanda Cambronne

Mark Nagel noted that retired City Clerk Sandy Green would be joining meeting at 6:30 PM to assist with the planning for the Egg Hunt. He said there were no changes to the proposed Agenda.

MOTION by Terre Larsen, second by Jodi Muelken, to approve the February 19, 2019 Agenda. **APIF, MOTION CARRIED**

MOTION by Lori Nelson, second by Terre Larsen to approve the Minutes of the January 15, 2019 Meeting. **APIF, MOTION CARRIED**

Mark Nagel introduced Haley Sevening, the Administrative/Community Development Intern, who was present to discuss the proposed Food Truck Ordinance currently being considered by the Planning Commission, with the Committee, specifically, whether they should be allowed to operate during Community Events. A number of suggestions were discussed about the proposed Ordinance, mainly that there shouldn't be competition with nonprofit organizations at Community Events selling the same things, the consensus of the Committee was that, if their concerns could be accommodated in the final version, that Food Trucks could add to Community Events. The Commissioners concluded by thanking the City Council and Planning Commission for requesting their input. No further action was taken by the Committee.

The upcoming Egg Hunt plans on Saturday, April 13th was discussed by the Commission. Mark Nagel noted that Janelle Kirsch had already reserved Eagle View Elementary School for the event, along with the music license for the event. Sandy Green then led a discussion on a list of tasks/duties for the event. The results were as follows – Mike Sutton will assume the duties of the Event Coordinator; Jodi Muelken will handle the layout of Eagle View for the event, as well as working with Janelle Kirsch on the flyer for the event; and Dawn Seepersaud will find someone to be the Easter Bunny for the event. Final preparations will be made at the March meeting. No further action was taken by the Committee on this Agenda Item.

The Commissioners continued their discussion of sponsorship of Community Events. Mark Nagel handed out updated copies on a tiered sponsorship program based on comments from the January meeting. After much discussion, consensus of Commissioners was to reduce the number of tiers from 5 to 3 – Silver, Gold, and Diamond - and to use the tiered sponsorship approach, rather than a single sponsor. Consensus of the Committee was to have Mark Nagel bring an updated version back to the March 19th meeting for consideration of final approval.

Mark Nagel, responding to direction by the Committee at the January meeting, reviewed 2019 Budget with the CCEC. He noted that expenses for 2019 were budgeted for \$8,000 for the 4 events, which include the Egg Hunt, Fire Rescue Days, the Community Picnic, and Halloween. The cash Contributions/Donations goal for 2019 has been set for \$1,900. No further action was taken by the Committee on this Agenda Item.

There was no further business brought before the CCEC at the February Meeting.

The next meeting of the CCEC will be Tuesday, March 19, 2019 at 5:30 PM at ENM City Hall. Mark Nagel noted that he will be on vacation for this meeting, so Sandy Green will lead it and he will Conference Call in for it

MOTION by Jodi Muelken, second by Toni Maat to adjourn the meeting at 7:01 PM.
APIF, MOTION CARRIED

Respectfully submitted,

Mark Nagel, Assistant City Administrator.