

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, FEBRUARY 8, 2018**

**BUSINESS MEETING
6:30 PM**

1. Call to Order

2. Pledge of Allegiance

3. Adopt/Approve Agenda

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

- a. Uni-Gears - Youth Robotics Team Presentation
- b. State of the District Presentation by Lakeville School Superintendent Michael Baumann

5. Public Comment

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

6. Consent Agenda

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

- a. Approve January 25, 2018 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Adopt Resolution 18-06 Amending Employee Handbook Concerning Overtime
- d. Approve Firefighter Overtime Agreement
- e. Adopt 18-07 Amending City of Elko New Market Employee Handbook Concerning Working Holiday Pay
- f. Adopt Resolution 18-08 Outdoor Concerts and Events for Windmill Animal Rescue
- g. Approve Rowena Pond Park Repurposing Master Plan
- h. Approve 2017 Fire and Rescue Services and 2018 – 2020 Fire and Rescue Services with New Market Township

7. Public Hearings

8. General Business

9. Reports

- a. Administration
- b. Public Works

- i. Monthly Report
- c. Police Department
 - i. Police Chief Monthly Report
- d. Fire Department
- e. Engineering
- f. Community Development
- g. Parks Department
 - i. Park Commission Update
- h. Other Committee and Board Reports
 - i. Scott County Association for Leadership and Efficiency (SCALE)
 - ii. Minnesota Valley Transit Authority (MVTA)
 - iii. I35 Solutions Alliance
 - iv. Chamber of Commerce
 - v. Regional Council of Mayors
 - vi. Civic & Community Events Committee (CCEC)
 - vii. Downtown Improvement Committee
 - viii. 50 By 30 Collective Impact Project
 - 1. Steering Committee
 - 2. Transportation Committee
 - 3. Housing Committee
 - 4. Workforce Committee

10. Discussion by Council

11. Adjournment



STAFF MEMORANDUM

SUBJECT:	Presentation by Uni-Gears on Robotics Program
MEETING DATE:	February 8, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	None

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

Uni-Gears is a team consisting of five (5) local McGuire Middle school girls (6th and 7th grade). The Uni-Gears Team will be competing in a worldwide robotics competition. The Uni-Gears Team is part of the High Tech Kids non-profit organization that supports Minnesota First Lego League programs. This is a worldwide science and engineering program that anyone can volunteer to form a team as long as they fit into the age category.

Part of their project requires that they do a presentation to groups and get real world feedback.



STAFF MEMORANDUM

SUBJECT:	State of the District by Lakeville School Superintendent
MEETING DATE:	February 8, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	None - Information Only

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- Professionalism

BAKGROUND:

Michael Baumann, Lakeville School Superintendent, will be giving the Council a presentation on the State of the District. Mr. Baumann will be available at the end of the presentation to answer questions from the Council.

CITY COUNCIL WORK SESSION

January 25, 2018

Minutes

1. CALL TO ORDER

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

Members Present: Mayor Crawford, Councilmembers: Berg, Julius, Timmons and Timmerman

Members Absent: None

Also Present: City Administrator Terry, Assistant City Administrator Nagel, John Nelson from Bolton-Menk, Parks and Recreation Chair Sutton and City Clerk Green

2. PRESENTATIONS

None

3. REPORTS

None

4. GENERAL DISCUSSION

Rowena Pond Park Repurposing Master Plan

Assistant City Administrator Nagel, along with input from Bolton-Menk Landscape Architect John Nelson and Parks Commission Chair Mike Sutton, gave the City Council a presentation on the Rowena Pond Park Repurposing Master Plan. The Council was shown three different repurposing designs that had been reviewed by the Parks Commission and Bolton-Menk Staff prior to presenting to Council. The Council also reviewed the Preliminary Opinion of Probable Cost for the three phases of improvements to the park.

The City Council directed Staff to place the Rowena Pond Park Repurposing Master Plan on the February 8, 2018 Council agenda for further review and action.

5. REPORTS (Continued)

Administration

None

Public Works

Administrator Terry gave a brief update on snowplowing.

Police Department

None

Fire Department

None

Engineering

None

Community Development

None

Parks Department

Parks Commission Minutes included in Council Packet

Scott County Association for Leadership and Efficiency (SCALE)

Mayor Crawford gave an update from the last SCALE Meeting which included discussions on community health, the legislative platform for the upcoming session and setting the agenda for upcoming meetings.

6. **ADJOURNMENT**

The Work Session was adjourned at 7:29 p.m.

CITY COUNCIL BUSINESS MEETING

January 25, 2018

Minutes

1) CALL TO ORDER

The meeting was called to order by Mayor Crawford at 7:33 p.m.

Members Present: Mayor Crawford, Councilmembers: Berg, Julius, Timmons and Timmerman

Members Absent: None

Also Present: City Administrator Terry and City Clerk Green

2) PLEDGE OF ALLEGIANCE

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

3) ADOPT/APPROVE AGENDA

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

4) PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

None

5) PUBLIC COMMENT

None

6) CONSENT AGENDA

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

- a) Approve January 11, 2018 Minutes of the City Council Meeting
- b) Approve Payment of Claims and Electronic Transfer of Funds
- c) Approve Contract Amendment for Property Management Services for Elko New Market Library
- d) Planning Commission Meeting Date Change
- e) Approve Fire Department Uniform Patch

APIF, MOTION CARRIED

7) PUBLIC HEARINGS

None

8) GENERAL BUSINESS

None

9) REPORTS

- a) ADMINISTRATION
Presented at Work Session
- b) PUBLIC WORKS
Presented at Work Session

- c) POLICE DEPARTMENT
Presented at Work Session
- d) FIRE DEPARTMENT
Presented at Work Session
- e) ENGINEERING
Presented at Work Session
- f) COMMUNITY DEVELOPMENT
Presented at Work Session
- g) PARKS DEPARTMENT
Presented at Work Session
- h) OTHER COMMITTEE AND BOARD REPORTS
 - i. SCALE
Presented at Work Session
 - ii. MVTA
None
 - iii. I35 SOLUTIONS ALLIANCE
None
 - iv. CHAMBER OF COMMERCE
None
 - v. REGIONAL COUNCIL OF MAYORS
None.
 - vi. COMMUNITY AND CIVIC EVENTS COMMITTEE
City Clerk Green gave a very brief update of last CCEC Meeting that included assigning subcommittees for 2018 events.
 - vii. DOWNTOWN IMPROVEMENT COMMITTEE
None
 - viii. 50 BY 30 COLLECTIVE IMPACT PROJECT
 - 1. Steering Committee – None
 - 2. Transportation Committee – None
 - 3. Housing Committee – None
 - 4. Work Force Committee – None

10) DISCUSSION BY COUNCIL
None

11) ADJOURNMENT

MOTION by Councilmember Julius, second by Councilmember Timmerman to adjourn the meeting at 7:36 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	February 8, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Approve Payment of Current Claims

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- Performance Measurement
- Professionalism

BACKGROUND:

Each month the City Clerk presents for approval the Elko New Market Claims and Electronic Transfer of Funds.

BUDGET IMPACT:

Budgeted

Attachments:

- Check Summary Register

CITY OF ELKO/NEW MARKET

*Check Summary Register©

FEBRUARY 8, 2018

Name	Check Date	Check Amt
<u>AUTO PAYS</u>		
Paid Chk# 005311EXCEL ENERGY	2/1/2018	\$4,897.79 601 Main Street
Paid Chk# 005312EMN VALLEY ELECTRIC CO	2/9/2018	\$17.64 City of Elko Park, Elko
Paid Chk# 005313EDAKOTA ELECTRIC	2/1/2018	\$128.87 Streetlights
Paid Chk# 005314EPERA	1/24/2018	\$8,016.18 Vendor Liability
Paid Chk# 005315EMN DEPT OF REVENUE	1/24/2018	\$2,299.43 Vendor Liability
Paid Chk# 005316EINTERNAL REVENUE SERV	1/24/2018	\$20,162.39 Vendor Liability
Paid Chk# 005317EINTEGRA TELECOM INC.	1/20/2018	\$244.69 461-6067
Paid Chk# 005318EINTEGRA TELECOM INC.	1/20/2018	\$531.04 Area Hall
Paid Chk# 005319EPSN	1/24/2018	\$949.87 CC Fees
Paid Chk# 005320EMN VALLEY ELECTRIC CO	1/22/2018	\$146.00 268 Xerexes Water Tower
Paid Chk# 005321EINTEGRA TELECOM INC.	1/20/2018	\$49.99 DSL
Paid Chk# 005322EINTEGRA TELECOM INC.	1/20/2018	\$176.97 Telephone DSL
Paid Chk# 005323EMINNESOTA ENERGY	1/22/2018	\$20.13 26518 France Ave (0507445272)
Paid Chk# 005324EMINNESOTA ENERGY	1/23/2018	\$188.86 50 Church ST 0503473695
Paid Chk# 005325EMINNESOTA ENERGY	1/24/2018	\$455.61 601 Main ST
Paid Chk# 005326EMINNESOTA ENERGY	2/13/2018	\$437.94 26518 France Avenue
Paid Chk# 005327EMINNESOTA ENERGY	2/13/2018	\$87.87 26518 France Avenue
Paid Chk# 005328EXCEL ENERGY	2/21/2018	\$273.83 Storage
Paid Chk# 005329EXCEL ENERGY	2/22/2018	\$195.95 Lift Station / 10010 Ptarmigan
Paid Chk# 005330EXCEL ENERGY	2/22/2018	\$2,985.32 25499 Natchez Ave - Water Trea
Paid Chk# 005331EXCEL ENERGY	2/22/2018	\$1,008.53 Park Shelter - 26518 France Av
Paid Chk# 005332EXCEL ENERGY	2/22/2018	\$1,019.32 26536 France Ave
Paid Chk# 005333EXCEL ENERGY	2/22/2018	\$649.33 Library - 100 J Roberts Way
Paid Chk# 005334EMINNESOTA ENERGY	2/20/2018	\$22.18 408 Carter Street
Paid Chk# 005335EMINNESOTA ENERGY	2/20/2018	\$34.33 359 James Parkway
Paid Chk# 005336EMINNESOTA ENERGY	2/20/2018	\$355.62 110 J Roberts Way - Library
Paid Chk# 005337EMINNESOTA ENERGY	2/20/2018	\$22.15 26518 France Avenue
Paid Chk# 005338EMINNESOTA ENERGY	2/13/2018	\$1,163.60 PW Facility - Gas Utilities
Paid Chk# 005339EMINNESOTA ENERGY	2/13/2018	\$939.68 25499 Natchez Ave - WTP
Paid Chk# 005340EMINNESOTA ENERGY	2/20/2018	\$374.50 50 Church Street
Paid Chk# 005341EMINNESOTA ENERGY	2/20/2018	\$878.85 601 Main Street
Paid Chk# 005342EMINNESOTA ENERGY	2/20/2018	\$399.84 151 Williams Street
Total Checks		\$49,134.30

PRE-PAID

Paid Chk# 038076 VISA	1/22/2018	\$1,730.85 Annual Fee
Paid Chk# 038077 APPLETON, SHAWN MICHAEL	1/25/2018	\$2,083.15
Paid Chk# 038078 BERNARDY, ADAM R	1/25/2018	\$2,301.28
Paid Chk# 038079 BRIGHT, ROBERT WILLIAM	1/25/2018	\$2,545.05
Paid Chk# 038080 FRIEDGES, BRUCE	1/25/2018	\$2,355.81
Paid Chk# 038081 FRIEDGES, COREY PATRICK	1/25/2018	\$1,276.06
Paid Chk# 038082 FRIEDGES, TODD DAVID	1/25/2018	\$2,872.73
Paid Chk# 038083 GILES, JACOB D	1/25/2018	\$2,890.23
Paid Chk# 038084 HANNA, ROBERT SCOTT	1/25/2018	\$2,170.40
Paid Chk# 038085 JOHNSON, BRETT ALLEN	1/25/2018	\$2,421.25
Paid Chk# 038086 JOHNSON, DEREK MICHAEL	1/25/2018	\$2,159.49
Paid Chk# 038087 KAUFENBERG, ROB MICHAEL	1/25/2018	\$1,930.46
Paid Chk# 038088 KORBEL, STEVEN J.	1/25/2018	\$1,270.44
Paid Chk# 038089 LUECK, AMY E.	1/25/2018	\$970.68
Paid Chk# 038090 MILLER, GREG ALAN	1/25/2018	\$1,995.89
Paid Chk# 038091 MUELKEN, JODI LEE	1/25/2018	\$2,061.33
Paid Chk# 038092 NIELSEN, KENNETH HAROLD	1/25/2018	\$1,548.93
Paid Chk# 038093 SCHALWIG, STEVE MICHAEL	1/25/2018	\$1,952.27
Paid Chk# 038094 SCHNEIDER, NICHOLAS	1/25/2018	\$2,563.04
Paid Chk# 038095 SEURER, KEVIN MATTHEW	1/25/2018	\$1,945.19
Paid Chk# 038096 SIMON, BRADLEY JAMES	1/25/2018	\$1,734.14
Paid Chk# 038097 STAPP, JESSE R	1/25/2018	\$1,865.90
Paid Chk# 038098 WALLBERG, CHRISTOPHER	1/25/2018	\$2,846.61
Paid Chk# 038099 WATRY, SCOTT ALLEN	1/25/2018	\$2,137.69
Paid Chk# 038100 MUNICI-PALS	1/24/2018	\$25.00 Membership Dues 2018
Paid Chk# 038101 SUN LIFE FINANCIAL	1/24/2018	\$1,075.65 Life Insurance
Paid Chk# 038102 DELTA DENTAL OF MINN	1/31/2018	\$824.15 Dental
Total Checks		\$51,553.67

CHECK REGISTER

Paid Chk#	038103	ACE HARDWARE & PAINT4	2/8/2018	\$50.92	PW - Operating Supplies
Paid Chk#	038104	CRAIG ANDERSON	2/8/2018	\$56.68	Public Safety Advisor - Mileag
Paid Chk#	038105	BOLTON & MENK	2/8/2018	\$10,391.50	CR@/91 Roundabout Eng Fees
Paid Chk#	038106	CAMPBELL KNUTSON	2/8/2018	\$10,844.66	General Matters
Paid Chk#	038107	CULLIGAN BOTTLED WATER	2/8/2018	\$63.00	Bottled Water
Paid Chk#	038108	DEPARTMENT OF	2/8/2018	\$104.00	Green Steps Cities Signs
Paid Chk#	038109	FORCE AMERICA DISTRIB	2/8/2018	\$11.76	PW - Fleet Maint & Equip
Paid Chk#	038110	FRANCOTYP-POSTALIA, INC.	2/8/2018	\$120.00	Postage Machine Rental
Paid Chk#	038111	JUST ENCASE PRODUCTS	2/8/2018	\$300.00	Wood Frame - Scott Co Hist Soc
Paid Chk#	038112	K MICHAEL HOMES	2/8/2018	\$5,100.00	Landscape Escrow
Paid Chk#	038113	KEEPERS, INC.	2/8/2018	\$3,468.00	PD - Weapons - Capital Outlay
Paid Chk#	038114	KINGDOM CLEANING	2/8/2018	\$840.00	Library
Paid Chk#	038115	LEAGUE OF MN CITIES	2/8/2018	\$540.00	PD - PATROL Subscription Train
Paid Chk#	038116	JOHN MACHABY	2/8/2018	\$75.00	DMT Cert Training Pmt Reimburs
Paid Chk#	038117	MAINTENANCE ENGINEERING	2/8/2018	\$691.07	PW - Building Maint
Paid Chk#	038118	MAMA-METRO AREA MGMT	2/8/2018	\$40.00	MAMA Meeting 1/11/18 - Tom Ter
Paid Chk#	038119	METROPOLITAN COUNCIL	2/8/2018	\$8,987.10	Reserve Capacity Loan
Paid Chk#	038120	METROPOLITAN COUNCIL	2/8/2018	\$8,987.10	Reserve Capacity Loan
Paid Chk#	038121	METRO AUTO SALVAGE	2/8/2018	\$300.00	PW - Fleet Maint & Equip
Paid Chk#	038122	MN CRITTER GETTERS, INC.	2/8/2018	\$1,200.00	Monthly Animal Control
Paid Chk#	038123	MORRIS ELECTRONICS	2/8/2018	\$80.00	PD - IT VPN Work/Server Svc 12
Paid Chk#	038124	MN RECREATION & PARK	2/8/2018	\$450.00	2018 Membership - Mark Nagel
Paid Chk#	038125	MSSA	2/8/2018	\$100.00	Membership Dues - Corey
Paid Chk#	038126	MVTL LABORATORIES	2/8/2018	\$95.00	PW - Water Testing
Paid Chk#	038127	NORTHWEST ASSOCIATED	2/8/2018	\$3,054.85	City Projects/General - Dec 20
Paid Chk#	038128	NAPA AUTO PARTS	2/8/2018	\$132.85	PW - Fleet Maint & Equip
Paid Chk#	038129	NOVACARE REHABILITATION	2/8/2018	\$120.00	Pre-Employ Testing - Steve Kor
Paid Chk#	038130	NEW PRAGUE AREA	2/8/2018	\$1,559.53	Summer 2017 Reimbursement for
Paid Chk#	038131	POMPS TIRE SERVICE, INC.	2/8/2018	\$1,466.00	PW - Fleet Maint & Repairs
Paid Chk#	038132	QUILL CORPORATION	2/8/2018	\$322.77	Operating Supplies
Paid Chk#	038133	RIGID HITCH INCORPORATED	2/8/2018	\$189.85	PW - Fleet Maint & Equip
Paid Chk#	038134	EVE RUDOLPH	2/8/2018	\$75.00	DMT-G Online Re-Cert Training
Paid Chk#	038135	SCHNEIDER, NICHOLAS	2/8/2018	\$329.83	FD - Air Dryer Parts
Paid Chk#	038136	SCOTT COUNTY TREASURER	2/8/2018	\$11,638.16	2018 SCALE Member Contribution
Paid Chk#	038137	SUEL PRINTING COMPANY	2/8/2018	\$1,750.00	Legal Ads
Paid Chk#	038138	TIM'S SMALL ENGINE SERVICE	2/8/2018	\$60.44	PW - Fleet Maint & Equip
Paid Chk#	038139	TITAN MACHINERY - SHAKOPEE	2/8/2018	\$1,439.62	PW - Fleet Maint & Equip
Paid Chk#	038140	TRAC PRECISION	2/8/2018	\$192.50	PW - Fleet Maint & Equip
Paid Chk#	038141	UNIVERSAL TRUCK EQUIP	2/8/2018	\$2,010.75	PW - Fleet Maint
Paid Chk#	038142	WERNER IMPLEMENT CO	2/8/2018	\$145.00	PW - Fleet Main & Equip
Paid Chk#	038143	ZIEGLER INC.	2/8/2018	\$4.98	PW - Fleet Maint & Equip
Total Checks				\$77,387.92	

MONEY MARKET

Paid Chk#	003882EPSN	12/5/2017	\$1,038.81	Webstore/Credit Card Processin
Paid Chk#	003886EPSN	1/8/2018	\$949.87	Webstore/Credit Card Processin
Total Checks			\$1,988.68	

DIRECT DEPOSIT

Check #	Employee Name	Check Date	Check Amount
501495	BELL, CRAIG ALAN	01/25/18	\$1,935.53
501496	BERG, JOSH	01/25/18	\$277.05
501497	CHRISTIANSON, RENEE L	01/25/18	\$1,949.30
501498	CRAWFORD, ROBERT	01/25/18	\$369.40
501499	DEUTSCH, MARTIN M	01/25/18	\$1,923.10
501500	DORNSEIF, EMILY K	01/25/18	\$46.17
501501	FITTERER, T, JOSEPH	01/25/18	\$3,503.77
501502	FLEGEL, CHRISTOPHER LEE	01/25/18	\$2,083.15
501503	FULLER, JR, JOHN EDMOND	01/25/18	\$2,017.71
501504	GAREIS, JOSHUA JOHN	01/25/18	\$1,771.90
501505	GREEN, SANDRA M.	01/25/18	\$1,897.40
501506	HARTZLER, KENT V	01/25/18	\$46.17
501507	HILL, PAYTON DANIEL	01/25/18	\$1,386.92
501508	JULIUS, NICHOLAS J	01/25/18	\$277.05
501509	KRUCKMAN, NICOLE MARIE	01/25/18	\$46.17
501510	MACHABY, JOHN E	01/25/18	\$621.48
501511	MELGAARD, DENNIS J	01/25/18	\$46.17
501512	MILLER, SADIE A.	01/25/18	\$46.17
501513	MORTENSON, STEVEN J	01/25/18	\$2,795.07
501514	NAGEL, MARK	01/25/18	\$1,333.34
501515	NELSON, STEVEN HELGER	01/25/18	\$2,792.07
501516	RUDOLPH, EVA	01/25/18	\$1,020.03
501517	SCHULTZ, STEPHANIE R.	01/25/18	\$1,364.39
501518	SCHWEICH, COREY	01/25/18	\$2,288.02
501519	SHELL, CHAD J	01/25/18	\$1,760.02
501520	SIMON, JAY MICHAEL	01/25/18	\$3,887.12
501521	SMITH, BRADLEY M.	01/25/18	\$46.17
501522	STONE, JANE C	01/25/18	\$126.12
501523	TERRY, THOMAS M	01/25/18	\$3,219.72
501524	THOMPSON, STEVEN D.	01/25/18	\$60.03
501525	TIMMERMAN, KATE S.	01/25/18	\$277.05
501526	TIMMONS, PATRICIA M	01/25/18	\$277.05
501527	VETTER, HEATHER PATRICIA	01/25/18	\$46.17
501528	WICHNER, JOSHUA R.	01/25/18	\$2,054.26
501529	WIRTZ, MELISSA M.	01/25/18	\$1,723.52
501530	ZAH RATKA, YVONNE A	01/25/18	\$46.17
			\$45,360.93



STAFF MEMORANDUM

SUBJECT:	Amending City of Elko New Market Employee Handbook Relating to Overtime Pay
MEETING DATE:	February 8, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Adopt Resolution 18-06 Amending the City of Elko New Market Employee Handbook Concerning Overtime for City employees who are also Paid On-Call Firefighters with the City

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
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- 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

DISCUSSION

The City recently hired an employee who is employed as a full-time Public Works Mechanic and also serves as an Elko New Market Paid On-Call Firefighter.

The Overtime and Compensatory Time Section of the Employee Handbook does not address how overtime is calculated for City employees who are also Paid On Call Firefighters with the City. Per the Fair Labor Standard Act, the City is required to pay overtime for a firefighter who is also an employee for firefighter hours that exceed overtime of 40 hours per week.

Staff is requesting the City Council approve amending the Non-exempt (overtime-eligible) employee Overtime and Compensatory Time section of the Elko New Market Handbook to add the following language drafted by the City's Attorney:

“Employees who are also paid on call firefighters for the City will be paid overtime at one and one-half times the regular rate for firefighting for all hours worked as a firefighter that exceed 40 hours of work as a firefighter or the Employee’s regular city position in a work week. Hours of work shall be determined pursuant to applicable law, City policy and any applicable collective bargaining agreement.”

Staff is recommending the City Council adopt Resolution 18-06 Amending the City of Elko New Market Employee Handbook Concerning Overtime for City Employees who are also Paid On Call Firefighters with the City.

BUDGET

The Budget will have to be adjusted, if necessary, to account for the overtime cost associated with pay for an employee who is also a Paid On Call Firefighter.

Attachment:

Resolution 18-06 Amending the City of Elko New Market Employee Handbook Concerning Overtime for City Employees who are also paid on call firefighters with the City

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

RESOLUTION NO. 18-06

**RESOLUTION AMENDING THE CITY OF ELKO
NEW MARKET EMPLOYEE HANDBOOK**

WHEREAS, the City desires to amend the City of Elko New Market Employee Handbook concerning Overtime for City employees who are also paid on call firefighters with the City;

WHEREAS, the proposed amendment is provided in the attached Exhibit A;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Elko New Market that the Non-exempt (Overtime-Eligible) Employee paragraph of the Overtime and Compensatory Time section of the Elko New Market Employee Handbook is hereby amended as provided in the attached Exhibit A.

ADOPTED this 8th day of February, 2018 by the City Council of the City of Elko New Market.

CITY OF ELKO NEW MARKET

Bob Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

EXHIBIT A

Non-Exempt (Overtime-Eligible) Employees

Overtime work must be approved *in advance* by the employee's supervisor or the City Council. All employees in all departments are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action, up to and including dismissal.

The City provides compensatory ("comp") time to non-exempt employees as compensation for working overtime. Except as otherwise provided under this Policy, non-exempt employees receive payment for time worked in excess of forty hours (during a seven day work week) at a rate of one and one-half times their regular hourly rate of pay, or in compensatory time, in lieu of paid overtime, at the rate of one and one-half hours for each hour of overtime ordered and worked. Hourly rates are determined by dividing the annual salary by 2080 hours. Only hours that are actually worked are counted as time toward the computation of overtime hours. Exempt employees are not eligible for overtime payment. Non-exempt employees of the City's police department will receive overtime pay or compensatory time for all hours worked over 80 hours in a 14 day work period.

Time cards for non-exempt employees must reflect *all* hours worked during the work week. This is a requirement of the Fair Labor Standards Act (FLSA). Employees/supervisors *are not* authorized to keep separate, "unofficial" comp time records outside of the payroll system.

Employees receiving compensatory time shall be allowed to bank said time in an amount not to exceed 60 hours. Employees who have accrued the maximum amount of banked overtime shall be paid out for additional overtime hours. An employee requesting to use accrued compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department.

Employees receiving compensatory time shall be allowed to bank said time in an amount not to exceed 60 hours. Employees who have accrued the maximum amount of banked overtime shall be paid out for additional overtime hours. An employee requesting to use accrued compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department.

Accrued but unused compensatory time shall be paid to employees upon separation of employment at a regular rate of not less than the higher of the employee's final regular rate or the average regular rate during the last three years of employment.

Employees who are also paid on call firefighters for the City will be paid overtime at one and one-half times the regular rate for firefighting for all hours worked as a firefighter

that exceed 40 hours of work as a firefighter or the Employee's regular city position in a work week. Hours of work shall be determined pursuant to applicable law, city policy and any applicable collective bargaining agreement.



STAFF MEMORANDUM

SUBJECT:	Agreement with Joe Fitterer Concerning Overtime Pay
MEETING DATE:	February 8, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Approve Agreement Between the City of Elko New Market and Joe Fitterer concerning how overtime is handled

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:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
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- 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

DISCUSSION

The City Council is being asked to approve a contract between the City of Elko New Market and Joe Fitterer regarding handling of overtime. Mr. Fitterer is currently a Mechanic I and Paid On Call Firefighter with the City of Elko New Market.

The City Attorney has recommended in addition to City policy describing how overtime pay will be handled, and agreement with the employee addressing this issue is also recommended.

The terms of the contract are consistent with the amendment to the Overtime Policy that the Council is being presented to Council through a separate action.

Council will note the agreement's effective date to be implemented be retro-active to the employer's hire date with the City.

BUDGET IMPACT

The Budget will have to be adjusted, if necessary, to account for the overtime cost associated with pay for an employee who is also a Paid On Call Firefighter.

FIREFIGHTER OVERTIME AGREEMENT

THIS FIREFIGHTER OVERTIME AGREEMENT, entered into this ____ day of _____, 2018, by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation (“City”) and **JOE FITTERER** (“Employee”).

RECITALS

WHEREAS, Employee is a paid on call firefighter for the City and also employed by the City as in the public works department on a full-time basis;

WHEREAS, the parties desire to specify the method of payment for overtime worked by the Employee when firefighting duties and hours worked as a public works employee require payment of overtime;

NOW, THEREFORE, for good and valuable mutual consideration, and with the intent of being legally bound, City and Employee agree as follows:

1. OVERTIME PAY.

A. The Employee’s overtime wages will be paid at one and one-half times the regular rate for firefighting for all hours worked as a firefighter that exceed 40 hours of work as a firefighter or public works employee in a 7 day period. Hours of work shall be determined pursuant to applicable law, city policy and the collective bargaining agreement between the City and International Union of Operating Engineers, Local No. 49, AFL-CIO (“Union”).

B. The Employee’s overtime wages for hours worked as a public works employee shall be determined pursuant to the applicable law, city policy and the collective bargaining agreement between the City and the Union.

2. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3. EFFECTIVE DATE. The Agreement shall be effective on October 23, 2017, the Employee’s date of hire with the City.

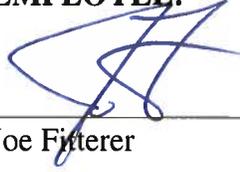
CITY OF ELKO NEW MARKET

BY: _____
Robert Crawford, Mayor

AND _____

Sandra Green, City Clerk

EMPLOYEE:



Joe Fitterer



STAFF MEMORANDUM

SUBJECT:	Amendment to Employee Handbook Concerning Working Holiday Pay
MEETING DATE:	February 8, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Resolution 18-07 Amending the City of Elko New Market Employee Handbook Concerning Working Holiday Pay to clarify that part-time, seasonal, intermittent and temporary employees are not eligible for increased pay for holidays worked

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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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

DISCUSSION

Staff is consistently reviewing City policies, ordinances and personnel manuals to make all changes necessary to confirm they are accurate and up to date.

In reviewing the Working Holiday Pay Section of the City of Elko New Market Employee Handbook, it was noted that clarification was needed to specify which employees are eligible to receive holiday pay.

The City Attorney has drafted the following language clarifying which employees are eligible to receive holiday pay.

“Part-time, seasonal, intermittent and temporary employees shall not be eligible for the increased holiday pay provided under the Working Holiday Pay Section of the Employee Handbook.”

Staff is recommending Council adopt Resolution 18-07 Amending the City of Elko New Market Employee Handbook Concerning Working Holiday Pay to clarify that part-time, seasonal, intermittent and temporary employees are not eligible for increased pay for holidays worked.

Attachment:

Resolution 18-07 Amending the City of Elko New Market Employee Handbook Concerning Working Holiday Pay to clarify that part-time, seasonal, intermittent and temporary employees are not eligible for increased pay for holidays worked

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

RESOLUTION NO. 18-07

**RESOLUTION AMENDING THE CITY OF ELKO NEW MARKET
EMPLOYEE HANDBOOK**

WHEREAS, the City desires to amend the City of Elko New Market Employee Handbook concerning Working Holiday Pay to clarify that part-time, seasonal, intermittent and temporary employees are not eligible for increased pay for holidays worked;

WHEREAS, the proposed amendment is provided in the attached Exhibit A;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Elko New Market that the Working Holiday Pay section of the Elko New Market Employee Handbook is hereby amended as provided in the attached Exhibit A.

ADOPTED this 8th day of February, 2018, by the City Council of the City of Elko New Market.

CITY OF ELKO NEW MARKET

Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

EXHIBIT A

WORKING HOLIDAY PAY

The City reserves the right to schedule employees to work on an observed holiday, as it deems necessary. Exempt employees scheduled to work on an observed holiday will be paid as if the day were a regularly scheduled day and the employee will be given a day off with pay in place of the holiday. The different day off must be used within twelve months of the holiday worked. If the employee works less than a full day on the holiday, they will receive the same number of hours off with pay, as the number of hours worked. Paid holiday time during November 1st through March 31st shall be considered as hours worked for purposes of computing overtime compensation.

Non-exempt employees scheduled to work will receive two (2) times the employee's regular base pay rate for work performed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Hours worked over 4 hours on Christmas Eve Day shall be paid at two (2) times the employee's regular base pay rate. All other holidays will be paid at the employee's regular rate. The employee will be permitted to take his or her allowed number of holiday hours of leave with pay within twelve months of the holiday worked. An employee who receives call back pay on a holiday will not be entitled to additional holiday pay for the call back. Part-time, seasonal, intermittent and temporary employees shall not be eligible for the increased holiday pay provided under this Section.



STAFF MEMORANDUM

SUBJECT:	Approve Outdoor Concerts and Events Permit
MEETING DATE:	February 8, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Adopt Resolution 18-08 Approving an Outdoor Concerts and Events Permit for the Windmill Animal Rescue Non-profit Organization

COMMUNITY VISION:

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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

Kersten Richter has submitted an Outdoor Concerts and Events Permit, on behalf of the Windmill Animal Rescue Non-profit Organization, for an outdoor event to be held on June 23, 2018.

DISCUSSION:

The Outdoor Concerts and Events Permit Application is for the annual 1K and 5K Don Quixote Race. This race is open to the public for both children and adults.

The Don Quixote Run is sponsored by the Windmill Animal Rescue Non-Profit Organization and will be held on Saturday, June 23, 2018 starting with check-in at 7:30 a.m. at the Elko New Market Police Department, 26518 France Avenue, Elko New Market. Portable toilets will be available for all walkers and runners, along with bottled water. There will be volunteers along the route to ensure all walkers and runners stay on the designated route. The Chief of Police has reviewed the event and has no concerns regarding the race.

Map #1 is attached showing where the race will start, location of registration in Police Department Parking Lot and the actual route of the 5K Run.

The 1K Run route will be down 265th Street to Beard and back. The 1K will start at 8:30 a.m., followed by the 5K for adults starting at 9:00 a.m.

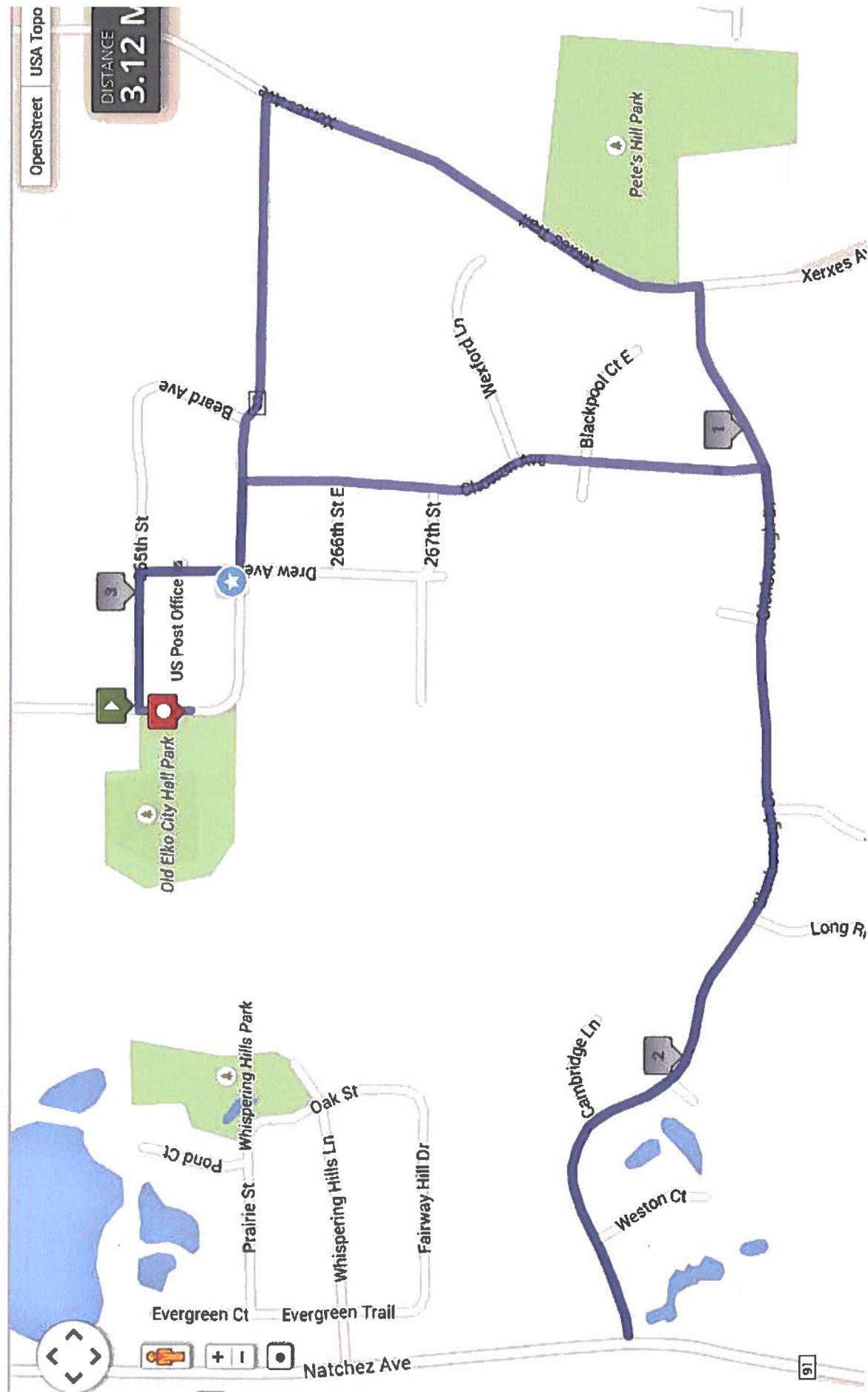
All proceeds from this event will go to the Windmill Animal Rescue Non-profit Organization.

Staff is recommending Council approve the Outdoor Concerts and Events Application for the 1K and 5K Don Quixote Run.

Attachments:

- Resolution 18-08 Approving an Outdoor Concerts and Events Permit for the Windmill Animal Rescue Organization.
- Map #1 showing where race will start, location of registration and 5K Run Route

Map #1



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

RESOLUTION NO. 18-08

WHEREAS; Kersten Richter, on behalf of Windmill Animal Rescue Non-profit Organization, has submitted an application for an Outdoor Concerts and Events permit for the annual 1K and 5K Don Quixote Run on June 23, 2018 between the hours of 7:30 a.m. and 11:00 a.m.;

WHEREAS, the 1K Run and the 5K Run will be on the streets of Elko New Market;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota that an Outdoor Concerts and Events permit is issued to Kersten Richter, on behalf of the Windmill Animal Rescue Non-profit Organization, for an Outdoor Concerts and Events Permit for June 23, 2018 between the hours of 7:30 a.m. to 11:00 a.m. This permit is issued contingent upon Applicant's compliance with the above-approved time frames and the City's ordinances, including the outdoor concert and event ordinance and noise ordinance and the following conditions:

1. Provide a Certificate of Insurance.

APPROVED AND ADOPTED this 8th day of February, 2018.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Rowena Pond Park Repurposing Master Plan
MEETING DATE:	February 8, 2018
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	Approval Rowena Pond Park Repurposing Master Plan

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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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

As City Council heard at the January 25th meeting, the Parks Commission has had this item on its Annual Goals list since 2016. In the Community Survey completed in 2015, there were a number of citizen comments on the need for a lighted full-size hockey rink and a regulation basketball court on the New Market side of town. With the decision to use current rink at Wagner Park as only a SkatePark, the need for an ice rink became a priority. Combining it with a regulation basketball court, as was done at Little Windrose Park, provided a good “blueprint” for the Parks Commission to work with.

DISCUSSION

The Parks Commission worked with Bolton-Menk staff to look at possible redesigns of the Park that would include this additional use of a lighted hockey rink/basketball court without major impact to the surrounding neighborhood. As part of the public input process, the Commission met with baseball/softball representatives about the existing ballfield, which they indicated would need to be retained as a T-Ball field for their program, but were not opposed to its relocation to a different area of Rowena Pond Park. The Parks Commission met with the neighbors that border the park, as well as invited homeowners from the surrounding neighborhood, last November for input. They were in favor of the Master Plan, but commented that grading to help the wet area and screening with conifers should be added to the Master Plan. The Parks Commission has incorporated the suggestions from residents.

The Commission reviewed three different repurposing designs before selecting the one that is attached. These designs were presented at the Council Work Session on January 25th. At the January 25th Work Session, Councilmembers suggested that the infield of the ballfield be grass, instead of dirt, and the attached Final Draft of the Master Plan and Cost Estimates reflect that revision by the Council.

The Master Plan proposes a 3-phase repurposing of Rowena Pond Park – the first is proposed for this year and consists of relocating the current playground. The next phase is the relocation of the ballfield, which would need to be done in the Fall of 2018 or 2019, depending on funding, so that grass could grow in time for the start of the following T-Ball season. If it isn't ready for use, then current field could still be used. The final phase would be the lighted full-size hockey rink and regulation basketball court.

BUDGET IMPACT

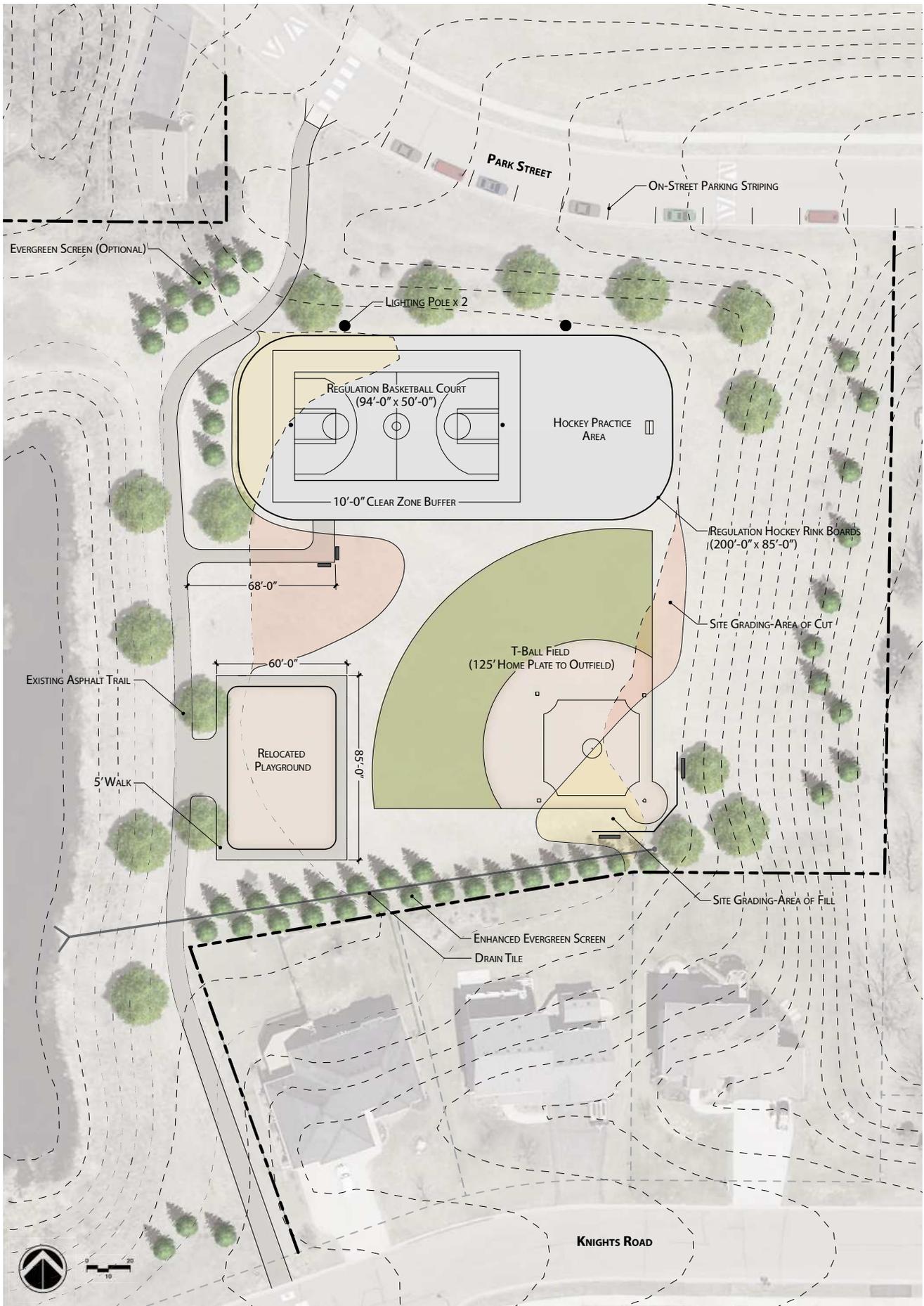
The costs of the project are outlined in the attached estimate. Phase I and II of the plan are proposed to be funded through Parks Capital Outlay. However, the final phase is not yet budgeted for, but would be done as funds, grants, and other resources are found to complete them. Approval of the Mater Plan will enable Staff to seek outside sources of funding, such as grants, for completion of the project.

ACTION:

The Parks Commission is seeking Approval from the City Council on the Master Plan for Repurposing Rowena Pond Park.

ATTACHMENTS:

1. Master Plan Concept
2. Master Plan Cost Estimates



ROWENA POND PARK

CONCEPTUAL MASTER PLAN



Item	UNIT	QUANTITY	UNIT COST	TOTAL	Comments
Park Improvements - Phase I - Playground Relocation					
1	LS	1	\$8,000.00	\$8,000.00	
			Subtotal	\$8,000.00	
			Contingency (10%)	\$800.00	
			Preliminary Total	\$8,800.00	

Subtotal
Contingency (10%)
Preliminary Total

Item	UNIT	QUANTITY	UNIT COST	TOTAL	Comments
Park Improvements - Phase II - Ball Field Relocation/Site Prep					
1	LS	1	\$5,000.00	\$5,000.00	
2	EA	5	\$0.00	\$0.00	*City to Complete Work
3	LS	1	\$10,000.00	\$10,000.00	
4	LS	1	\$20,000.00	\$20,000.00	
6	EA	12	\$0.00	\$0.00	*City to Complete Work
7	LS	1	\$3,000.00	\$3,000.00	
8	LF	250	\$5.00	\$1,250.00	
9	LF	450	\$3.75	\$1,687.50	
			Subtotal	\$40,937.50	
			Contingency (10%)	\$4,093.75	
			Preliminary Total	\$45,031.25	

Subtotal
Contingency (10%)
Preliminary Total

Item	UNIT	QUANTITY	UNIT COST	TOTAL	Comments
Park Improvements - Phase III - Hockey/Basketball Rink					
1	LS	1	\$13,000.00	\$13,000.00	
2	SF	16,300	\$6.00	\$97,800.00	Bituminous Alternative ~\$85,000
3	EA	2	\$4,800.00	\$9,600.00	
4	LS	1	\$40,000.00	\$40,000.00	
5	LS	1	\$6,700.00	\$6,700.00	
6	SF	1,950	\$5.00	\$9,750.00	
7	LS	1	\$500.00	\$500.00	
			Subtotal	\$177,350.00	
			Contingency (10%)	\$17,735.00	
			Preliminary Total	\$195,085.00	

Subtotal
Contingency (10%)
Preliminary Total

Overall Preliminary Project Total

\$248,916.25

ROWENA POND PARK

OPINION OF PROBABLE COST





STAFF MEMORANDUM

SUBJECT:	2017 and 2018-2020 Fire and Rescue Service Contract
MEETING DATE:	February 6, 2018
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Approval of the 2017 and 2018-2020 Fire and Rescue Service Contracts with New Market Township

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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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

The Fire Department - The Elko New Market Fire Department ("Department") is a municipal fire department established in 1980. The Department serves a fire service area ("Fire District") consisting of the City of Elko New Market, New Market Township and the eastern third of Cedar Lake Township. The Department is currently authorized for up to 30 firefighters and has historically maintained a staff of 25-27 firefighters. The Fire Department is managed by a Fire Chief and other Officers (Asst. Chief, Captains and Lieutenants) under the oversight of the City Administrator.

Funding of the Fire Department - The Fire Department is supported by general tax levy in Elko New Market and annual charges for service to New Market and Cedar Lake Townships. Currently, New Market and Cedar Lake Townships enter into annual contracts for fire and rescue services which define the scope of services and other related terms, such as the lease of equipment (e.g. New Market Township owned 2003 Rescue Truck and 2001 Tanker Truck). While the contracts are structured as an agreed upon price for the provision of services, it has been the common understanding and intent that the cost of operating the Fire Department (including operating, capital outlay and debt expense) is allocated between the City and the Townships based on the assessed market value of improvements to property within the jurisdictions, or portions thereof within the Fire District. The valuations were provided by the Scott County Auditor's Office on an annual basis. The Auditor's Office provided the most recent final valuations for purpose of calculating the cost allocation. For example, the 2014 valuations were used in 2015 for developing the 2016 budget. As a result, there was some inherent lag between changes in the valuations within the Fire District and the impact on the cost allocation.

The Fire District Workgroup - The Fire District Workgroup was established in 2007 as an advisory body to the Elko New Market City Council to provide recommendations on policy items related to the Elko New Market Fire Department, including budget, level of service and service contracts. Likewise, the Workgroup serves the townships in a similar capacity, providing recommendations and acting as the primary communication channel on fire service related topics. The Workgroup is comprised of a Council representative and a Board representative from each of the Townships served by the Elko New Market Fire Department. The City Administrator and Fire Chief serve as staff liaisons to the Workgroup.

Background on Township Credits - In 2015, the Fire Department Workgroup requested a Fire Department Budget and Cost Allocation Summary 2007-2015 to be used as an informational and educational document for the Fire District's elected and appointed officials, as well as the general public. While preparing the background information for the memorandum, City staff identified a discrepancy in the property valuation information provided by Scott County that had not been previously identified. Upon further investigation, it was found that the valuation information for the budget/contract years of 2007-2015 was based on total property value – including land value. This was inconsistent with the common understanding, intent and historical practice that the cost of operating the Fire Department was to be allocated between the City and the Townships based on the assessed market value of improvements to property – **not** including the value of land. Due to passage of time and turn over in personnel, the specific reason or cause for the change in the valuation information provided by Scott County could not be determined. The Fire District Workgroup determined that the change in the valuation information provided by Scott County from assessed value of improvements to property to total assessed property value (including both land and improvements) did not

appear to be the result of any recommendation of the Fire District Workgroup or action by the City. Furthermore, the change was not identified by either the City or the Townships at the time the change in the basis for valuation occurred (at that time, New Market Township received copies of the valuation information provided by Scott County).

Upon obtaining the correct Fire District valuations for 2007-2015 budget/contract years, the adjusted valuations were applied to those years and the net differences were found in between actual cost allocation vs. adjusted cost allocation. Upon review of the issue, the Fire District Workgroup recommended that beginning in the 2016 Budget/Contract cycle, the Townships receive credit on the annual Service Contract based on the adjusted cost allocation for the budget/contract years 2007-2015. The credit would be provided over ten years in equal amounts. New Market Township would receive an annual credit of \$8,310 and Cedar Lake Township would receive an annual credit of \$5,048 during those ten years. The Council acted on the Fire District Workgroup recommendation related to Fire Department cost allocation, using that as the assumption for the 2016 and 2017 Budgets and 2016 service contract. A service contract has not yet been adopted for 2017.

Background on the “New” Cost Allocation Formula – In 2015, the Council directed the City Administrator to present the concept of an alternative cost allocation approach based on a formula using various weighted factors to the Fire District Workgroup. The Fire District Workgroup was asked to review the concept and provide suggestions/recommendations for consideration.

In its initial review of an alternative cost allocation formula, the Workgroup reached consensus support for the concept of a multi-factor cost allocation formula and a multi-year contract once a revised cost allocation formula was been established. The Workgroup then reviewed the nature of the expenses within the Fire Department budget and evaluated potential factors to be used in the cost allocation formula.

The Workgroup reviewed Fire Department expenses for the purpose of identifying costs and relationship to cost drivers. It was found that the majority of expenses are “base” costs. Major expense items such as Capital Outlay, debt service for equipment replacement, training, facilities, etc. would be required, regardless of call volume. For example, the Department would still need fire trucks, a fire station and to train its firefighters whether the department responded to 50 calls or 500 calls. Expenses directly related to call response (e.g. call pay, fuel, supplies, etc.) were a minority of the budget.

The Workgroup then discussed several potential factors to be used in the formula. Considerations included relevancy, current and future availability of data in consistent format, as well as the ability to duplicate methodology in the future.

Eventually, the Workgroup narrowed potential factors to four for further discussion. These included:

- Valuation
- Calls for Service
- Population
- Structures

In considering the factors, the Workgroup identified two approaches to allocating costs that could be used exclusively or mutually in an allocation formula – valuation and direct/indirect cost drivers.

Valuation Approach – This approach was essentially the methodology that has been historically used to allocate Fire Department costs. This “ability to pay” approach is the basic method used by local government to allocate the costs of services it provides – e.g. property tax levy based on valuation of property (land and improvements thereto). As previously discussed, Fire Department costs are currently allocated between the City and the Townships based on the assessed market value of improvements to property within the jurisdictions, or portions thereof within the Fire District. However, this approach did not appear to have a direct relationship to the demand for services.

Cost Drivers – This approach to the allocation of costs is based on identifying direct and indirect cost drivers. Direct cost drivers are those that have a clear and direct relation to expenses. For example, calls for service result in expenses for call pay, fuel, supplies, etc. Indirect cost drivers are those that are related to the potential for generating calls for service, such as population or number of structures. It should be noted that while indirect cost drivers appear to have a logical relationship with call generation, they do not appear to necessarily have a direct relationship with actual calls for service based on the call history.

Following extensive discussion on the topic, the Workgroup reached consensus on a cost allocation formula comprised of the following factors (direct/indirect cost drivers) - calls for service, population and number of structures. However, the Workgroup could not reach consensus on the weighting of the factors within the formula, resulting in majority and minority opinions. The majority recommendation was supported by the New Market and Cedar Lake Township representatives. It provided for a weighting of 25% on Calls for Service, 55% on Population, and 20% on Number of Structures. The majority option placed a greater weighting on population than the minority option. The minority recommendation which was supported by the City of Elko New Market representative provided for a weighting of 25% on Calls for Service, 50% on Population, and 25% on Number of Structures. Upon review of the majority and minority recommendations from the Fire District Workgroup, the City Council supported the majority recommendation.

The “New” Formula - The intent is that the data used for the formula would be reviewed by the Fire District Workgroup annually as part of the budgeting process. The sources of data are described as follows:

- Calls for Service - calls for service will be based on the 5 years preceding the year the Budget is prepared (e.g. 2012-2016 data, budget prepared in 2017 for the 2018 budget year) based on the information from the City.
- Population - population will be based on the year preceding the year the Budget is prepared (e.g. 2016 data, budget prepared in 2017 for the 2018 budget year) based on the information from the U.S. Census Bureau.
- Number of Structures - number of structures will be based on the year preceding the year the Budget is prepared (e.g. 2016 data, budget prepared in 2017 for the 2018 budget year) based on the information provided by the Scott County Assessor’s office.

Discussion

The Cedar Lake and New Market Township Board, along with the Elko New Market City Council are being asked to approve the 2017 and 2018-2020 Fire and Rescue Service Contracts. The 2017 Contract is based on the “Old” valuation based allocation, while the 2018-2020 Contract is based on the “New” cost allocation formula. While implementation of the “New” formula was discussed for 2017, it was recommended to start in 2018. This is in large part due to availability of data.

The Cedar Lake Township Board approved the 2017 contract for Cedar Lake in December of 2017. The New Market Township is scheduled to consider the 2017 and 2018-2020 Fire and Rescue Service Contracts at their meeting on February 6, 2018. Cedar Lake Township is scheduled to consider the 2018-2020 Fire and Rescue Service Contract at their meeting the week of February 12, 2018.

The cost allocation for 2017 is provided below:

2017	
Operating Budget	472,479
Less Other Revenues	70,000
Total	402,479

Jurisdiction	Pay 2015 Market Value	Credit	Payment	% of MV	% of Budget
City of Elko New Market	270,335,800	-	181,140.56	41.69%	45.01%
New Market Township	305,688,200	8,310	181,413.86	47.14%	45.07%
Cedar Lake Township	72,461,400	5,048	39,924.81	11.17%	9.92%
Total	648,485,400	13,358	402,479	100.00%	100.00%
		Department Budget	402,479		

The cost allocation for 2018, the first year of the 2018-2020 Contract, is provided below (supporting information attached):

Allocation Based on Weighted Factors		
(((% Population x 55%) + (% Structures x 20%) + (% Calls x 25%)) x Budget) - Credit = Allocation		
	Allocation	%
Elko New Market	\$ 184,156	46.27%
New Market Twp	\$ 179,132	45.01%
Cedar Lake Twp	\$ 34,700	8.72%
Total*	\$ 397,988	100.00%

A Contract for 2017 and a multi-year contract for service for 2018-2020 have been prepared for Board and Council consideration. The contracts have been reviewed by both the Township and City Attorneys.

Data Summary

2018 Fire Department Budget	467,989
Less Other Revenues	70,000
2018 Cost Allocation	\$ 397,989

2018 Credits	
Elko New Market	(13,357)
New Market Township	8,310
Cedar Lake Township	5,048

Five Year Call Total (2012-2016)

Jurisdiction	Calls	% Calls
Elko New Market	519	40.45%
New Market Twp	677	52.77%
Cedar Lake Twp	87	6.78%
Total	1283	100.00%

Population (US Census Data 2016)

Jurisdiction	Population	% Pop
Elko New Market	4355	48.09%
New Market Twp	3789	41.84%
Cedar Lake Twp	912	10.07%
Total	9056	100.00%

Number of Structures (2016)

	Structures	% Structures
Elko New Market	1,763	31.77%
New Market Twp	3,023	54.47%
Cedar Lake Twp	764	13.77%
Total	5,550	100.00%

Weighting of Factors

	Factor Weight
Calls	25%
Population	55%
Structures	20%
Total*	100%

Allocation Based on Weighted Factors

((% Population x 55%) + (% Structures x 20%) + (% Calls x 25%)) x Budget - Credit = Allocation

	Allocation	%
Elko New Market	\$ 184,156	46.27%
New Market Twp	\$ 179,132	45.01%
Cedar Lake Twp	\$ 34,700	8.72%
Total*	\$ 397,988	100.00%

AGREEMENT FOR FIRE AND RESCUE SERVICES

THIS AGREEMENT, entered into by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation located in Scott County, Minnesota (hereinafter referred to as “City”), and the **NEW MARKET TOWNSHIP**, an organized township located in Scott County, Minnesota (hereinafter referred to as the “Town”).

RECITALS

WHEREAS, the Town is authorized by law to provide fire protection for all of the property in New Market Township; and

WHEREAS, the City owns fire apparatus and equipment and employs fire fighters trained for the purpose of providing fire protection, rescue and emergency medical services, excluding ambulance transport; and

WHEREAS, the City currently provides such fire services for the City, Town and Cedar Lake Township (“Fire District”);

WHEREAS, the Town deems it advisable to contract with the City to continue fire services for the benefit of its residents.

NOW, THEREFORE, the Town and the City, in consideration of the following provisions and covenants, do hereby agree as follows:

1. SERVICES PROVIDED. The City agrees to provide to the Town fire protection for structural, wild/vacant/unimproved land, vehicle, including miscellaneous fire suppression, rescue, emergency medical services and basic life support, excluding ambulance support (“Fire Service”).

2. TERM OF AGREEMENT. This Agreement shall be effective January 1, 2017, and shall remain in effect until midnight on December 31, 2017.

3. COMPENSATION.

A. Formula. The Town agrees to pay its share of the cost for Fire Service on a pro-rata basis, based on the market value of improvements to property located within the Town in relation to the market value of improvements to all property within the Fire District for the two (2) years prior to term of the fire contract. Market value of improvements shall be as determined by Scott County. Total cost shall be based on the City Fire Service budget for the year.

B. Calculation. The cost allocations for each community for Fire Service are as follows:

<u>Jurisdiction</u>	<u>Pay 2015 Market Value</u>	<u>Percentage of Market Value</u>	<u>2017 Budget Share</u>
City of Elko New Market	\$270,335,800.00	%41.69	\$167,782.56
New Market Township	\$305,688,200.00	%47.14	\$189,723.86
<u>Cedar Lake Township</u>	<u>\$ 72,461,400.00</u>	<u>%11.17</u>	<u>\$ 44,972.81</u>
Total	\$648,485,400.00	%100	\$402,479.00

C. Credit. As reimbursement for prior overpayment in the amount of \$83,094.00 to the City for Fire Service during the years 2007-2015, the Town will receive a credit against its share of the cost of Fire Service in the amount of \$8,310.00 per year for a period of ten (10) years beginning in 2016 until the amount is repaid. Following 2017, the remaining credit owed by the City is: \$66,474.00.

D. Payment. The Town agrees to pay the City for Fire Service an amount equal to \$181,413.86 (\$189,723.86 - \$8,310.00 = \$181,413.86), in a single payment no later than February 28, 2018.

4. VEHICLES. The Township and City have executed an agreement for the long term lease by the City of the following vehicles:

<u>Vehicle Description</u>	<u>Vehicle Identification Number</u>
2001 Sterling	2FZHAAZAS51AK00255
2003 Sterling	2FZACHAK33AK91986

5. THE CITY AGREES:

A. To respond to all alarms for fire, rescue and medical emergencies (excluding ambulance transport) itself or through its agents, with the minimum appropriate personnel and apparatus as determined by the decision of the City's Fire Chief or other ranking officer or official in charge of the Fire Department at the time, with due regard for the reasonable safety of fire fighters and their equipment, and the resources available.

B. To maintain mutual aid agreements in effect on the date this Contract is signed.

6. ACKNOWLEDGMENT. The parties understand and acknowledge that the City's responsibilities are subject to the following:

A. It is understood and agreed that at times weather and road conditions will interfere with the rendering of Fire Service, and that at any given time the equipment may be engaged for services in the City, another township or city. In any of these events, failure to provide Fire Service herein agreed upon shall not be taken to be a breach of this Contract.

B. The operation, management and control of the people and equipment provided by the City shall at all times be under the charge and direction of the City's Fire Chief or the Chief's duly authorized agent.

C. The Town making its Tanker Truck and Rescue Rig available for use by City's Fire Department under the terms of the lease.

7. INSURANCE. The City of Elko New Market shall maintain its current insurance limits for its liability and workers' compensation in force for all personnel and vehicles owned and/or operated by the City of Elko New Market, during the term of this Agreement, which amounts are identified in the attached Exhibit A.

8. INDEMNIFICATION. City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

9. AMENDMENT. This Agreement may be amended at any time by the mutual agreement of the parties. Any such amendment shall be in writing and will be attached to this Agreement.

10. NOTICE OF NON-RENEWAL. If either party decides it shall not provide or receive Fire Service in the future, it shall give one-hundred eighty (180) days' notice of the other party prior to the annual renewal date.

THIS AGREEMENT is entered into by the undersigned parties on this ____ day of _____, 2018.

CITY OF ELKO NEW MARKET

NEW MARKET TOWNSHIP

By: _____
Robert Crawford, Mayor

By: _____
Its: Chairperson

And: _____
Sandra Green, Clerk

Attest: _____
Its: Clerk

EXHIBIT “A”

City shall maintain general liability insurance for its services and shall include Town as an additional insured for the term of this contract and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall also maintain workers' compensation coverage as required by law.

AGREEMENT FOR FIRE AND RESCUE SERVICES

THIS AGREEMENT, entered into by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation located in Scott County, Minnesota (hereinafter referred to as “City”), and the **NEW MARKET TOWNSHIP**, an organized township located in Scott County, Minnesota (hereinafter referred to as the “Town”).

RECITALS

WHEREAS, the Town is authorized by law to provide fire protection for all of the property in New Market Township; and

WHEREAS, the City owns fire apparatus and equipment and employs fire fighters trained for the purpose of providing fire protection, rescue and emergency medical services, excluding ambulance transport; and

WHEREAS, the City currently provides such fire services for the City, Town and Cedar Lake Township (“Fire District”);

WHEREAS, the Town deems it advisable to contract with the City for fire services for the benefit of its residents.

NOW, THEREFORE, the Town and the City, in consideration of the following provisions and covenants, do hereby agree as follows:

1. SERVICES PROVIDED. The City agrees to provide to the Town fire protection for structural, wild/vacant/unimproved land, vehicle, including miscellaneous fire suppression, rescue, emergency medical services and basic life support, excluding ambulance support (“Fire Service”).

2. TERM OF AGREEMENT. This Agreement shall be effective January 1, 2018, and shall remain in effect until midnight on December 31, 2020.

3. COMPENSATION.

A. Formula. The Town agrees to pay its share of the cost for Fire Service on a pro-rata basis for each year of the Contract, based on the combination of the Town’s percentage of the following factors to the total of the Fire District: population, number of structures within the Town and calls for services. Each of the factors will be weighted as follows:

- | | | |
|-----|--------------------|-----|
| (1) | Population: | 55% |
| (2) | Structures: | 20% |
| (3) | Calls for Service: | 25% |

For each year of the Contract, the foregoing factors will be determined as of August of the previous year (“Budget Year”) as follows:

- (1) Population – population will be based on the year preceding the year the Budget is prepared (e.g. 2016 data, budget prepared in 2017 for the 2018 budget year) based on the information provided by the U.S. Census Bureau;
- (2) Number of Structures – total number of structures will be based on the year preceding the year the Budget is prepared (e.g. 2016 data, budget prepared in 2017 for the 2018 budget year) based on information provided by the Scott County Assessor’s office;
- (3) Total Calls for Service: total calls for service will exclude Mutual Aid calls and will be based on the average of the 5 years preceding the year the Budget is prepared (e.g. 2012-2016 data, budget prepared in 2017 for the 2018 budget year) based on the information provided by the City.

B. Credit. As reimbursement for prior overpayment in the amount of \$83,094.00 to the City for Fire Service during the years 2007-2015, the Town will receive a credit against its share of the cost of Fire Service in the amount of \$8,310.00 per year for a period of ten (10) years beginning in 2016 until the amount is repaid. The Town received a credit in 2016 and 2017.

C. Calculation. The cost allocation for the Town for Fire Service in 2018 is follows:

$$\begin{array}{rcccccc}
 ((41.84\% \times 55\%) + (54.47\% \times 20\%) + 52.77\% \times 25\%) & \times & \$397,989 & - & \$8,310.00 & = & \$179,132 \\
 \text{Percentage of} & & \text{Total Budget} & & \text{Credit} & & \text{Town's Cost} \\
 \text{Population} & & & & & & \\
 & & \text{Percentage of} & & & & \\
 & & \text{No. of Structures} & & & & \\
 & & \text{Percentage of} & & & & \\
 & & \text{Calls for Service} & & & &
 \end{array}$$

D. Payment. The Town agrees to pay the City for Fire Service based on the formula provided under Paragraph 3 for each year of the Contract in two (2) equal payments on April 1 and July 1 of each year.

4. **VEHICLES.** The Township and City have executed an agreement for the long term lease by the City of the following vehicles:

<u>Vehicle Description</u>	<u>Vehicle Identification Number</u>
2001 Sterling	2FZHAZAS51AK00255
2003 Sterling	2FZACHAK33AK91986

5. THE CITY AGREES:

A. To respond to all alarms for fire, rescue and medical emergencies (excluding ambulance transport) itself or through its agents, with the minimum appropriate personnel and apparatus as determined by the decision of the City's Fire Chief or other ranking officer or official in charge of the Fire Department at the time, with due regard for the reasonable safety of fire fighters and their equipment, and the resources available.

B. To maintain mutual aid agreements in effect on the date this Contract is signed.

C. Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year.

D. Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above.

E. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

6. ACKNOWLEDGMENT. The parties understand and acknowledge that the City's responsibilities are subject to the following:

A. It is understood and agreed that at times weather and road conditions will interfere with the rendering of Fire Service, and that at any given time the equipment may be engaged for services in the City, another township or city. In any of these events, failure to provide Fire Service herein agreed upon shall not be taken to be a breach of this Contract.

B. The operation, management and control of the people and equipment provided by the City shall at all times be under the charge and direction of the City's Fire Chief or the Chief's duly authorized agent.

C. The Town making its Tanker Truck and Rescue Rig available for use by City's Fire Department under the terms of the lease.

7. INSURANCE. The City of Elko New Market shall maintain its current insurance limits for its liability and workers' compensation in force for all personnel and vehicles owned and/or operated by the City of Elko New Market, during the term of this Agreement, which amounts are identified in the attached Exhibit A.

8. INDEMNIFICATION. City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability

for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

9. LIABILITY CLAIMS. The Parties agree that the City shall not be liable to the Township for loss or damage of any kind whatever, resulting from any failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the City's firefighters, officers, agents, or employees, or otherwise. Third parties shall have no recourse against either the City or the Township under this Agreement.

10. NO CLAIM AGAINST TOWNSHIP. The Parties agree that the City shall make no claim against the Township for damage to the City's property while providing fire protection services to the Township.

11. PERSONNEL MATTERS. It is understood and agreed Town shall have no responsibility whatsoever toward the fighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

12. MODIFICATION. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.

13. SUBCONTRACTING & ASSIGNMENT. City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to the Town.

14. MINNESOTA LAW GOVERNS. This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

15. SEVERABILITY. The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

16. DONATIONS AND INCOME. All cash and/or equipment donations to the Fire Department, all tuition rebates and subsidies received for fire or EMS training and all monies received by the City for services rendered by the Fire Department shall be a contribution to the Fire Department operating budget and may not be used by the City or Township to reduce its required contribution under the formula set forth in Section 3 towards the annual operation of the Fire Department.

17. EMERGENCY SERVICE CHARGE. It is understood and agreed by the Parties that each party may, but are not required to, charge those persons and properties receiving emergency services, including fire services, within their respective jurisdictions. The Parties shall be responsible for invoicing those persons and properties receiving emergency services for properties within the Party's respective boundaries. The City shall not be responsible for invoicing Township residents. However, if requested by the Township, the City shall make a good faith effort to promptly provide information for each emergency service call to the Township so that it may exercise its rights pursuant to Minn. Stat. §§ 366.011 and 366.012.

18. AMENDMENT. This Agreement may be amended at any time by the mutual agreement of the parties. Any such amendment shall be in writing and will be attached to this Agreement.

THIS AGREEMENT is entered into by the undersigned parties on this ____ day of _____, 2018.

CITY OF ELKO NEW MARKET

NEW MARKET TOWNSHIP

By: _____
Robert Crawford, Mayor

By: _____
Its: Chairperson

And: _____
Sandra Green, Clerk

Attest: _____
Its: Clerk

EXHIBIT “A”

The City shall maintain general liability insurance for its services and shall include the Town as an additional insured for the term of this contract and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. The City shall also maintain inland marine, automobile, and property insurance coverages. The City shall also maintain workers' compensation coverage as required by law.



STAFF MEMORANDUM

SUBJECT:	Monthly Public Works Report – January 2018
MEETING DATE:	February 8, 2018
PREPARED BY:	Corey Schweich, Public Works Superintendent
REQUESTED ACTION:	Information Only

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

DISCUSSION:

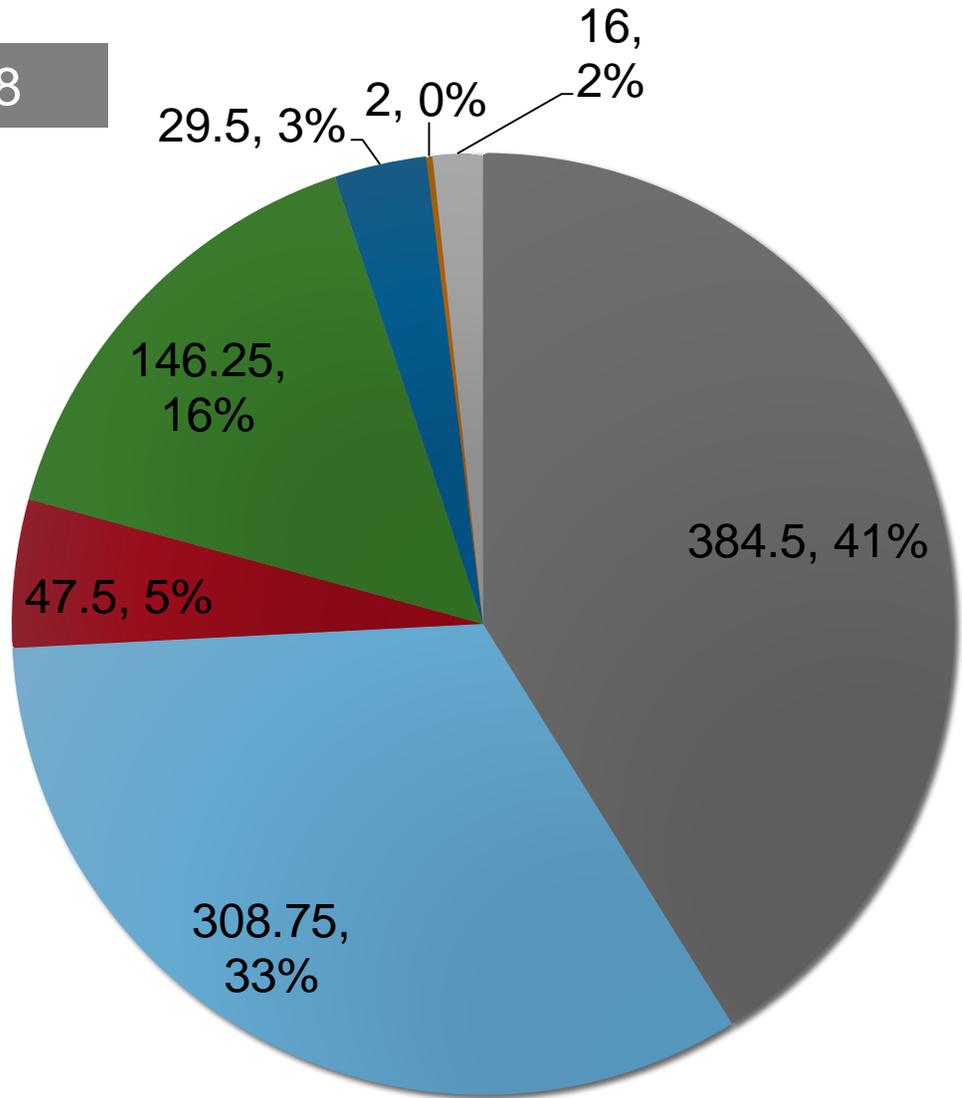
- Steve Korbelt, our Seasonal Maintenance Worker has accepted a full-time position with the City of Prior Lake. He will start there on February 26th. The Seasonal Maintenance Worker position has been posted, and we hope to have it filled shortly. This is another example of the quality of people we are hiring to fill our seasonal positions. Throughout the years there have been many seasonal employees that have been offered full-time positions either here or at other cities.
- Public Works has continued to sweep, shovel, and flood the rinks on a daily basis throughout the season as weather permits. Staff had to shave the bumps off of the ice after the warm temperatures in late January.
- Staff continues to work on indoor building maintenance items as time permits.
- Staff had four Snow & Ice Control events in January. Three of the events had low snowfall totals (2"-3"), and the other one was a very wet heavy snowfall (12"+). As previously reported, every Snow & Ice Control event is different and has to be treated differently depending on time, temp, totals, day of the week and many other associated variables. As you may recall, the timing and the amount snow during the third event made it very challenging to remove the snow from the streets. Public Works Staff started plowing just after lunch on Monday the 22nd. At that time, there was only a couple of inches on the ground. Within a couple hours, many more inches fell and the roads were very icy and slippery from all of the vehicles driving over and packing down the snow. As a result of the slippery roads, the City's plow trucks were stuck multiple times and had to be pulled out by the City's wheel loader. The trucks plowed what they could, but ultimately all of the streets were opened up with the wheel loader on Monday night. Staff started plowing again at 3:00 AM the following morning. The snow was still wet and heavy and had drifted in many areas making it very challenging to plow. Staff spent a significant amount of time during the rest of the week to continue to clear snow from the streets, sidewalks, bike path and parking areas. Staff did receive a number of complaints about the snow removal. This was the largest snowfall in many years, Staff did a good job removing the snow, but there is always room for improvement. Staff will continue to evaluate what worked well, and what didn't work well and make adjustments to practices and procedures as needed.
- As reported previously, Staff has continued to perform repairs and maintenance on equipment that had been deferred throughout the year, as a result of the open Mechanic position. Mechanic I Fitterer is starting to get caught up on the repairs. As a result of getting caught up, the shop is getting reorganized and cleaned. This will take some time and will be an ongoing project, as time permits.
- Staff has installed the 525 gallon bulk fuel tank. A card reader system will be installed at a later date. At this time, Public Works is the only department using fuel making it very easy to track. However, the intent is to ultimately move the other Departments to refueling at the Public Works campus. This scenario will provide greater availability and ease of access of fuel and reduce cost due to the City's ability to purchase in bulk.
- Staff continued to trim up trees in park areas and around pond inlets and outlets as time permits.
- As previously reported, as a result of filling the two full-time positions, Superintendent Schweich has spent a significant amount of time training the two new employees. There is a significant amount of training that goes into adding a new employee to the

Department, especially learning the geography of the City while learning their plow routes. Both of the employees have done an excellent job with the training, and will continue to learn more and more every day.

PUBLIC WORKS Combined Time By Department

January 2018

Total Hours:
934.50



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

Pictures









STAFF MEMORANDUM

SUBJECT: Monthly Police Activity – January 2018
MEETING DATE: February 8, 2018
PREPARED BY: Steve Mortenson, Chief of Police
REQUESTED ACTION: Information Only.

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

DISCUSSION:

January 5 – Chief Mortenson and Officer Josh Gareis attended a meeting with the Scott County Attorney's Office and MN Bureau of Criminal Apprehension regarding Microcrystal Drug Testing. Staff learned a new procedure that chemists from the BCA will be using to "speed up" drug testing results from drug cases submitted by law enforcement to the BCA Lab. Currently there is a 4 – 6 month wait to receive confirmation results of drugs submitted. With the new testing, results would be obtained in approximately 4 weeks.

January 10 – Officer Melissa Wirtz attended "CART" (Child Abduction Response Team) training at the Shakopee Police Department. As part of the SCALE Philosophy in Scott County, each law enforcement agency within the county will have a police officer on this team to respond and assist in the investigation of a child abduction incident (Amber Alert) in whatever community the incident may have occurred.

January 12 – Officer Eve Rudolph assisted Eagle View Elementary staff with handing out "Eagle Awards" to students who were awarded for demonstrating good academic and leadership skills in their class room. See photo.

January 30 – Chief Mortenson attended the annual Domestic Violence Homicide Memorial held at the St. Paul College Club. The purpose of the memorial is to release the annual femicide report and remember the victims of domestic violence homicide from the previous year. There were **24** victims of domestic violence homicide statewide in 2017. Chief Mortenson attended as a representative of Elko New Market Police Department and as board member of Southern Valley Alliance for Battered Women.

The Police Department received 5 children's blankets from "Blankets & Beanies for Badges." This is a non-profit organization out of Shakopee who make these blankets for police officers and fire fighters to provide to children in a time of crisis. Attached to the blankets are beanie babies. This organization provided these blankets to each law enforcement agency in Scott County.

Target Corporation is involved in a program called "Public Safety Partnerships." The purpose of this program is for Target to donate used equipment to public safety entities. The police department received a Dell lap top computer from Target that will be used by staff during community presentations.

Attachments:

- Photograph

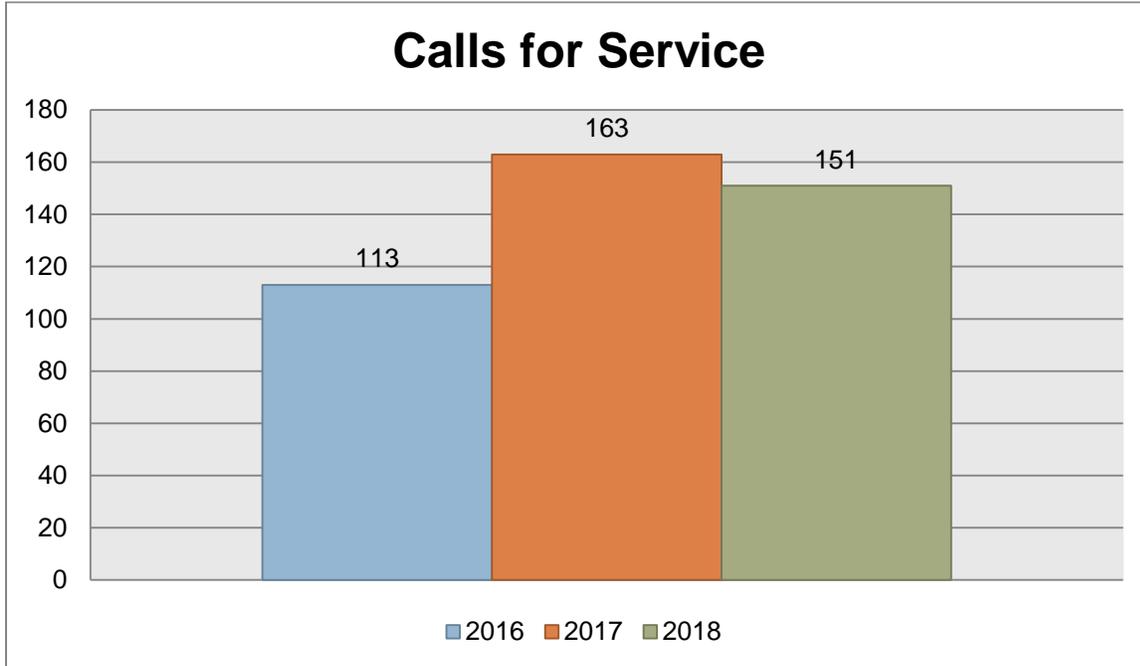
STATISTICAL INFORMATION – JANUARY 2018

Types of calls officers responded to:

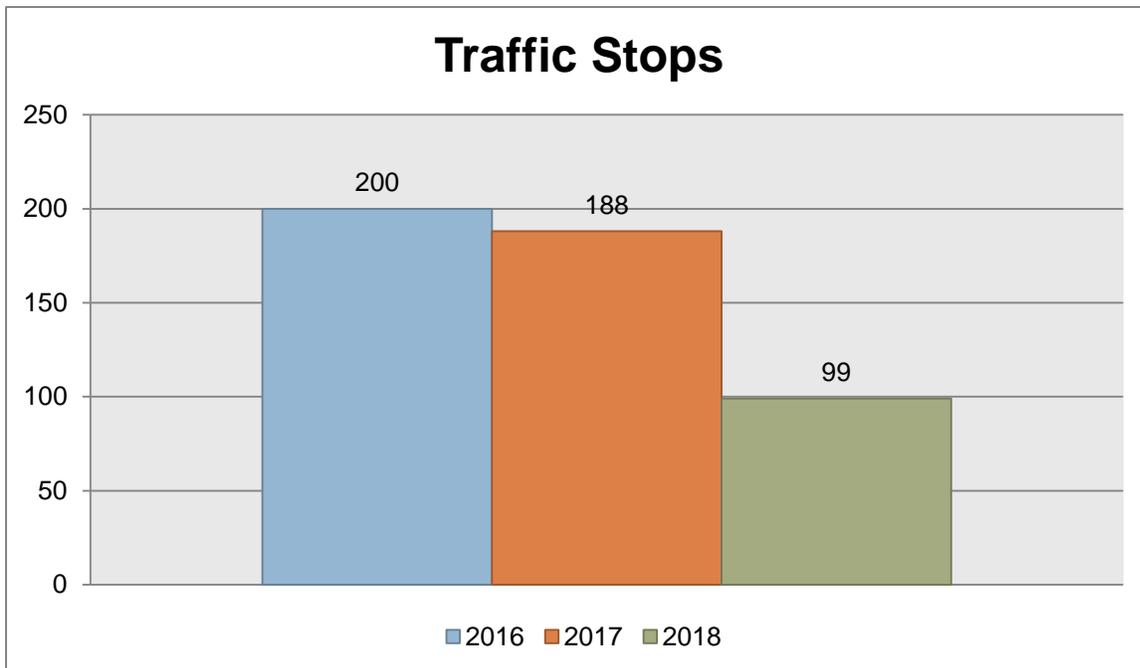
- 1 Assault (Officers responded to a report of a male that was assaulted with a weapon (brick) which he was struck in the head. He also reported to being punched in the face. Investigation did not prove any weapon involved nor any physical evidence of being assaulted. Case forwarded to the Scott County Attorney's Office for review of Charges.)
- 1 Criminal Sexual Conduct (An adult male was soliciting a 10 year old female via social media on her cell phone. Male requested and sent sexual pictures of himself and received pictures of the girl. Investigation has shown that most likely the suspect lives in Ontario, Canada. Social media websites removed from the victim's phone and parents "coached" on parenting/supervising daughter's phone. Case remains under investigation.)
- 1 Domestic Assault Arrest (An adult male was arrested after officers investigated and confirmed probable cause to arrest the male after he allegedly choked and punched his girlfriend. Male stated that the argument started because his cell phone had been shut off by the carrier for non payment. He was transported to jail.)
- 2 Mental Health (officers responded to mental health calls involving adult males. In both incidents, the person was transported and placed on a Health & Safety Hold.)
- 1 Weapons Complaint (Officer responded to a call, happened night before, to a local business on a report of an adult female who had pointed a hand gun at the complainant/victim. Investigation revealed that the male victim had been "harassing" the female, an ex-girlfriend. The female removed a gun from her purse, pointed it at the ex-boyfriend and chambered a round into the barrel of the gun. The gun was not fired. Case has been forwarded to the Scott County Attorney's Office for charging.)
- 4 Animal Complaints (Dogs at large.)
- 10 Medicals
- 4 Fraud
- 4 Theft
- 2 Domestic (Verbal, no assault.)
- 1 Vandalism/Damage to Property
- 2 Alarms (Both false alarms.)
- 5 Motor vehicle crash
- 4 Traffic Complaints (Complaints regarding careless/reckless driving.)
- 8 Suspicion (Includes: Suspicious activity, vehicles and people.)

A total of **1** person, an adult male was arrested and transported to the Scott County Jail in January.

Calls for Service:

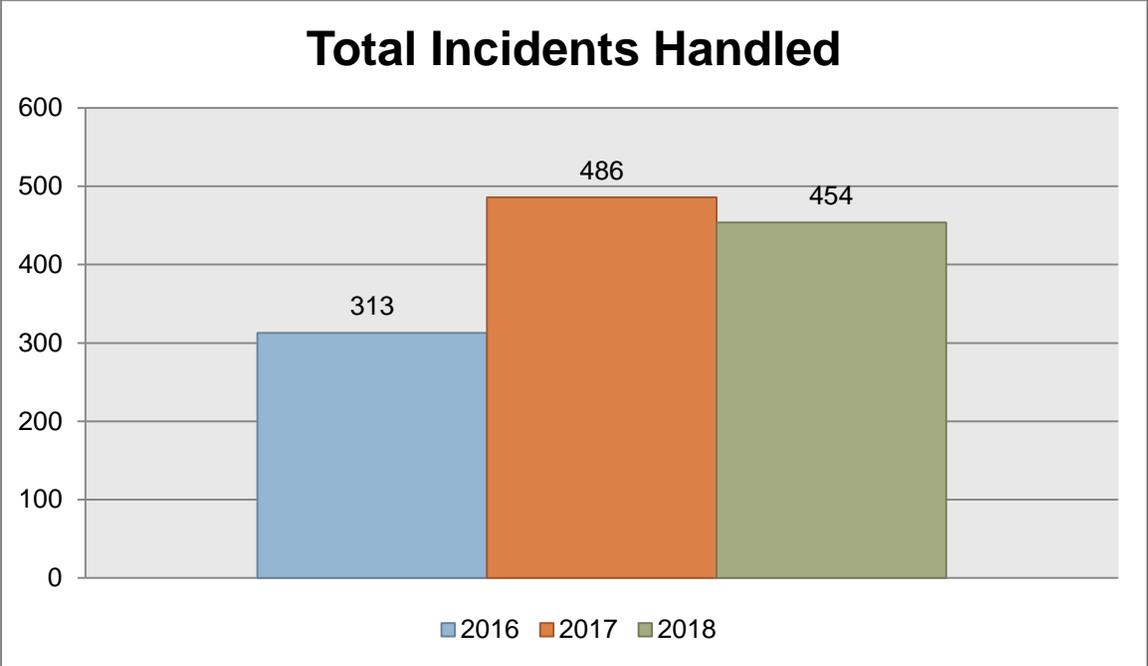


Total Traffic Stops:



99 traffic stops were conducted in January 2018. **76** warnings issued and **23** citations issued for speed, stop sign violation, no proof of insurance/no insurance, no seat belt use, and driving after revocation.

Total Incidents Handled:



PICTURES – JANUARY 2018



ENM Parks Commission Update

January 31, 2018

1. The City Council approved a budget of \$145,246.00 for the Parks Department for 2017. Through November, a total of \$107,770, or 74.20%, of the budget has been spent, which is well below the 92% budgeted level of expenditures after 11 months of the year. The Parks Commission will finish 2017 well below budget.
2. Good news! The City Council reviewed the Rowena Pond Park RePurposing Master Plan and made one revision – a grass infield for the ball diamond will now be dirt for softball purposes. The Item will be placed on the February 8th City Council Meeting for final approval. Thanks to Mike Sutton for attending the meeting!
3. I have asked S & S Tree Service to outline their responses to the questions posed by the Parks Commission at their January Meeting. I hope to have them back in time for the February Parks Commission Meeting. This decision will be on the February, 2018 Parks Commission Agenda, since the Emerald Ash Borer has now been found in Lakeville.
4. I have purchased the posts for the 2 Little Free Libraries to be installed in City parks – one near the digital sign board in front of City Hall and one in Wagner Park. I will now purchase a third Little Free Library for Little Windrose Park to go along with the installation of the one near the digital sign and the one at Wagner Park next Spring.
5. Hand dryers have been purchased for the Wagner Park Shelter to replace the towels. Not only is it a cheaper solution, but it will be “greener”, too. Public Works will remove the soap dispensers at the same time and we will be going with bottles of liquid soap, which will also be less expensive and maintenance free. They will be installed this winter as the Public Works Department Gets time.
6. Speaking of Winter, it’s time for making ice at the 2 rinks! They were both open on 12/23. I have made note on the City’s website, Facebook page and Twitter account that they are now open. I’d like to have a daily update on ice conditions on Facebook, Twitter and our website for residents...another New Year’s Resolution!
7. We began our 2018 Programming on January 3rd, 2018 with Family Snowshoeing in Wagner Park from 4 PM to 5:30 PM with Hot Cocoa after in the Shelter. This was co-sponsored with both New Prague Community Ed

and Three Rivers Parks. So far, we had 2 families signed up, but, unfortunately, it was not enough to hold the event, so we are trying to reschedule it.

8. The permanent display for the ENM Library has been constructed and delivered to the Library and the actual display is now completed! Once the Parks/PW crew can get the display up, then Kathy Klehr, the Executive Director of the Scott County Historical Society, can complete the display. I'm hopeful that I can unveil it at our March, 2018 Parks Commission Meeting.
9. The Winter Programming at the Library is now a "go" and is being advertised on the City's website, Facebook and Twitter pages. This year, we are also sending out the schedule with the Utility bills, too. We hope to draw more people this year! First night is tomorrow, February 1st @ 6:30 PM with Dazzling Dave, the YoYo Master!
10. I met with Brett Wegner, President of the New Prague Soccer Club, on Friday, December 22nd regarding the need for additional soccer fields for their program. While the Club is looking to develop a soccer complex with City assistance, I suggested that Wagner Park could be used from mid-August to mid-October for their program...a much cheaper solution. For your information, this does not conflict with our youth programming with New Prague Community Ed, since the Club is for kids 10 and up who want to play on traveling teams. Nearly 30% of the kids playing in the Club are from Elko New Market. Mr. Wegner said he would be back to us after a Board meeting in January, but I have not heard from him to date.
11. I continue to work on the Elko Baseball Team request for a fence that would surround Old Elko City Hall Park. The City Attorney has reviewed the request and has advised that she is concerned about allowing a private restriction to a designated City park and advised that it should not be fenced. I met with the team representative, Corey Grism, on Thursday, December 14th to convey the information to him. We came up with a couple of alternatives to the original design that I ran by the City Attorney on Tuesday, January 9th. On Thursday, January 25th, I met with Mr. Grism on the options one more time and settled on a 2 swinging gates that would be closed during the games but remain open the rest of the time for park use. I will meet with the City Attorney before our February Meeting and report on the outcome.

12. The streetlight request for Pete's Hill was approved on the December 7th City Council Meeting. As recommended by the Parks Commission, the light will be paid for out the City's Contingency line-item and the monthly utility cost would be taken from the Park's Budget. I have now been in touch with MVEC on the installation and it will take place in mid-April, assuming the ground is thawed by then!
13. After the Parks Commission's December 12, 2017 approval, the revisions to the Wagner Park Shelter Rental Agreement were made and it is now in use. The new rental fees of \$150 for residents and \$200 for non-residents were approved at the January 11th City Council Meeting.
14. The first installment for the SkatePark equipment was made this month - \$22,181.33. The equipment is now being manufactured for a planned 1st week of May, 2018 installation.
15. The City...and the Parks Commission...have a new park! Boulder Heights, Outlot A, was officially transferred to the City for park purposes on 12/27/17. It is expected that the trails surrounding the wetland area will be constructed this Summer. As the time gets closer, we'll talk more about a name for the park, a possible schedule for improvements, and expected Park Dedication fees from the subdivision to build it.
16. At the February meeting, we'll wrap up the 2018 Goals Process. I've asked the Council and Staff for their input on the Draft 2018 Goals that was presented at the January, 2018 Parks Commission meeting. Any input I get, I will include for your review at the February meeting.
17. Also on the Agenda for February will be the Minnesota Recreation and Park Association dues for 2018...they will be set at \$450, which is a \$100 more than in 2017, but that's offset (and more) by the reduced rate of my Membership dues from \$280 to \$140, since we will have an Agency membership, too.
18. I forwarded the request for reappointment of Commissioner Dornseif for another 3 year term on the Parks Commission to the City Council. At their December 21st City Council meeting, the City Council decided to forgo the opportunity to post for reappointment of the position, so Commissioner Dornseif was reappointed to another 3 year term at the January 11th City Council Meeting. Congratulations, Emily!
19. Can any Parks Commissioner make the Thursday, March 8th New Prague Community Ed Advisory Board Meeting? It starts at 6 PM in New Prague.

20. A reminder that the next Parks Commission Meeting will be on Thursday, February 13, 2018 at 4:00 PM at ENM City Hall. WE WILL NOT BE MEETING PRIOR TO THE CITY COUNCIL MEETING ON FEBRUARY 8TH!!