

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, JANUARY 11, 2018**

**BUSINESS MEETING
7:30 PM**

Invocation

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Adopt/Approve Agenda**
- 4. Presentations, Proclamations and Acknowledgements (PP&A)**
 - a. Employee Recognition
- 5. Annual Organizational Matters**
 - a. Annual Organizational Matters
 - i. Adopt Resolution 18-01 Relating to the Organization of the City of Elko New Market

6. Public Comment

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

7. Consent Agenda

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

- a. Approve December 21, 2017 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Adopt Resolution 18-02 Approving One Day Temporary Liquor License for St. Nicholas Church
- d. Approve 2017 Pay Equity Report
- e. Accept Gift of a Dexter Industrial Washer from Lakeville Fire Department and Thank You Letter
- f. Adopt Ordinance No. 164 Amending Title 2-1-5(A) of the City Code Concerning Organization of Planning Commission
- g. Reappointment of Commissioners
 - i. Adopt Resolution 18-03 Reappointing Steve Thompson and Brad Smith to the Planning Commission and Reappointing Emily Dornseif to the Parks and Recreation Commission
- h. Approve Agreement for Legal Services Between the City of Elko New Market and Campbell Knutson
- i. Approve Cooperative Agreement Regarding Public Safety Related to 2018 Club Nomadic Event (Superbowl Event)

- j. Authorize Purchase of First Responder Vehicles in 2018
- k. Adopt Resolution 18-04 Approving the Submittal of Portions of the I-35W/I-494 Interchange Improvement Project for Consideration by the State of Minnesota 2017 Corridors of Commerce Program

8. Public Hearings

9. General Business

- a. Adopt Ordinance No. 165 Adopting the Schedule of Fees for 2018

10. Reports

- a. Administration
- b. Public Works
 - i. Monthly Superintendent's Report
- c. Police Department
 - i. Monthly Police Chief Report
- d. Fire Department
- e. Engineering
- f. Community Development
 - i. Community Development Updates
- g. Parks Department
 - i. Parks Commission December Minutes
 - ii. Parks 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

11. Discussion by Council

12. Adjournment



STAFF MEMORANDUM

SUBJECT:	Employee Recognition
MEETING DATE:	January 11, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Presentation of certificates and plaques to employees for their years of service to the City of Elko New Market.

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

The City's most valuable assets are its employees. Therefore, employee recruitment and retention, along with employee morale and engagement is of great importance to the organization. Employee recognition programs are a significant tool in communicating the organization's appreciation. Prioritizing employee recognition can promote a positive, productive and engaged organizational climate.

Employee recognition programs are successful because they have been proven to:

- Increase employee loyalty and retention
- Increase employee productivity
- Increase employee morale
- Encourage employee engagement

On May 28, 2015 the City Council adopted Resolution 15-43 amending the City of Elko New Market Employee Handbook approving the addition of an Employee Recognition Program.

DISCUSSION

The City Council will be recognizing City Staff for their years of service per the Employee Recognition Program. Any employee unable to attend the Council Meeting will be recognized at an upcoming Staff Luncheon. City Council will be notified of the date and time of this luncheon.

Per the approved Employee Recognition Program, City employees are recognized in five year increments, starting at five years of service with the City. Depending upon the Employee's years of service, this recognition includes a certificate or plaque. The following employees are being recognized:

Marty Deutsch 30 Years

Per the approved Employee Recognition Program Paid On-call Firefighters are recognized in ten year increments, starting at ten years of service with the City. The following Firefighter is being recognized:

Derek Johnson 10 Years



STAFF MEMORANDUM

SUBJECT:	2018 Annual Organizational Matters
MEETING DATE:	January 11, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Adopt Resolution 18-01 Relating To The Organization Of The City Of Elko New Market. Motion by City Council to appoint individuals to represent the City on various Boards and Committees.

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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

In order for the City to proceed into 2018, it is necessary for the City Council to approve some general organizational matters for the year.

DISCUSSION:

The City Council is being asked to review attached Resolution 18-01 and make the appropriate appointments and designations.

Official Depository - Per Minnesota State Statutes, Chapter 118, the governing body of each government entity shall designate, as a depository of its funds, one or more financial institutions. Staff is recommending the Council continue to use the New Market Bank and League of Minnesota Cities 4M Fund as the official depositories for the City. Due to potential changes in the coming year regarding the City’s investment strategies, Staff may be requesting Council to revisit the official depositories at a later date.

Official Newspaper – Per Minnesota State Statute 412.831, the City Council shall annually at its first meeting of the year, designate a legal newspaper of general circulation in the city as its official newspaper, in which shall be published such ordinances and other matters as are required by law to be so published and such other matters as the Council may deem it advisable and in the public interest to have published in this manner.

In addition to the New Prague Times, the City also received a proposal to serve as the official paper from Thisweek Newspapers, which publishes the Lakeville/Farmington Thisweek.

The New Prague times is proposing a rate decrease in 2018. The rates are shown below:

	2017	2018
Rate per column inch for the first publication	\$13.50	\$12.50
Rate per column inch for subsequent publication	\$11.50	\$10.50

The New Prague Times delivers the paper to the Elko New Market area on a subscription basis, provides free access to legal notices on their website and provides regular coverage of the community and local government activities.

Thisweek Newspapers offers legal publications in the Lakeville/Farmington Thisweek. Publication rates are \$8.50 per column inch. Thisweek does not deliver to the Elko New Market area, but provides free access to legal notices on their website. The Thisweek publication rates are less expensive than the Times; however Thisweek charges \$20.00 on legal notices that require typing. (New Prague Times does not charge an additional fee for typing). Thisweek has not provided regular coverage of the community in the past and does not intend to in the future.

Staff is recommending the Council continue using the New Prague Times as the official city newspaper.

Staff is recommending New Prague Times as the City's official newspaper based on the following:

- a) New Prague Times provides coverage at City Council Meetings. Thisweek does not, and does not plan to in the future, attend or cover City Council Meetings.
- b) New Prague Times attends and includes City/Community events in newspaper articles. Thisweek does not, and does not plan to in the future, attend or cover City events.
- c) The New Prague Times delivers the paper to the Elko New Market area on a subscription basis, provides free access to legal notices on their website and provides regular coverage of the community and local government activities.
- d) Thisweek cost per column inch is less than New Prague Times. However, the subscription availability provides greater access to information. Additionally, Staff feels the benefits of coverage of meetings, events, free access to legal notices on website and regular coverage of the community provided by the New Prague Times offsets the cost differential.

Acting Mayor – Per Minnesota State Statute 412.121, the City Council at its first meeting each year shall choose an acting mayor from the council members. The Acting Mayor shall perform the duties of mayor during the disability or absence of the mayor from the City or, in case of vacancy in the office of Mayor, until a successor has been appointed and qualified.

In addition to the above noted organizational matters, the Council will be required to appoint individuals to represent the City on various Boards and Committees. A summary of the Boards and Commissions follows:

Scott County Association for Leadership and Efficiency (SCALE) – The Scott County Association for Leadership and Efficiency (SCALE) was formed in the spring of 2003 to encourage greater efficiencies and leadership in public service through enhanced communication, collaboration of services, and sharing of resources. Members include elected and appointed officials from the cities, schools, and townships within Scott County, the Shakopee Mdewakanton Sioux Community, and Scott County. SCALE members meet monthly to discuss ways in which local governments can continue to maximize the value of taxpayers' money through cooperating in mutual service areas, such as public safety, parks and recreation, transportation, community development, and general government. By building upon existing partnerships, the Scott County Association for Leadership and Efficiency is helping public officials fully realize the benefits of multijurisdictional cooperation and make the most of local government resources. SCALE's municipal representatives typically include the City Administrator and the Mayor or Councilmember. SCALE meets the 2nd Friday each month at 7:30 a.m., typically at Prior Lake City Hall.

Scott Joint Prosecution Association (SJPA) - The Scott Joint Prosecution Association was established to provide prosecution services for member cities on items not prosecuted by the Scott County Attorney's Office. The Joint Powers Agreement that established the organization provides that the City representative will be the City Administrator or Chief of Police. The City Administrator currently serves as the representative to the Board, Chief of Police serves as alternate and Staff recommends continuing with those representatives.

Joint Regional Training Facility Board (JRTF) – the SCALE Regional Training Facility located in Jordan provides training opportunities for law enforcement, firefighting, emergency management, emergency preparedness, military, public health, and public works groups serving Scott and Carver Counties along with the Minnesota River Valley Region. The Facility is governed by a Joint Powers Board comprised of the Scott County municipalities, Scott County and Carver County. The City Administrator currently serves as the representative to the Board, Chief of Police serves as alternate and Staff recommends continuing with those representatives.

I-35 W Solutions Alliance – The Solutions Alliance is a Joint Powers organization made up of several agencies along the I-35 corridor. The other member agencies include the City Burnsville, City of Bloomington, City of Lakeville, City of Richfield, City of Savage, Dakota County, City of Minneapolis, Hennepin County Regional Railroad Authority, and Scott County. The Goal of the organization is to jointly and cooperatively provide an organized effort to facilitate traffic flow and capacity in the I-35 corridor. The governing Board of the organization is comprised of two directors and one alternate appointed by each member agency. I-35 W Solutions Alliance meets the 2nd Thursday of each month at 7:30 a.m. in Bloomington at the Bloomington Public Works Facility on 98th Street.

Fire Relief Board – The basic purpose of the Relief Association is to provide financial support or relief in the form of pension benefits to the retired or disabled relief association members and their dependents. The retirement benefits offered by the Relief Association are used as a major means of attracting and primarily retaining volunteer fire fighters. As a result, the Relief Association has a major role in promoting the social welfare of the community and ensuring skilled firefighters remain on the firefighting force. The Fire Chief, one elected municipal official and one elected or appointed municipal official designated by the City Council are serve as members of the Board by virtue of their positions with the City. In recent years, the City Administrator and the Mayor or Councilmember have served as representatives. Fire Relief Board meets on an as needed basis, typically 3 to 4 times per year at City Hall. Board duties include:

- Monitoring investment decisions
- Reviewing forms in order to meet reporting requirements
- Hiring external consultants and experts
- Meeting fiduciary standards under the law
- Voting on issues that come before the relief association board

Historically, the Council representative to the Relief Board has served as the Council's representative in the pension MOU discussions.

Community and Civic Events Committee (CCEC) - The basic purpose of the CCEC is to serve as advisor to the City Council, plan and coordinate civic events, facilitate community events and serve as representative of organizations. The CCEC meets the 3rd Tuesday of each month at 6:30 p.m. at City Hall.

Chamber of Commerce - The Chamber of Commerce is an organization that represents local business interests and has various partnerships, current and past with the City. The Chamber representative from the Council serves as the City's ambassador at Chamber functions. Since the City and Chamber no longer hold monthly meetings and staff attends the Chamber Board meetings on a regular basis, the City Council may want to review the need for this assignment.

Project Staff Meeting - Key City staff and consultants meet on a regular basis to coordinate projects and other City activities. The meetings also include, as necessary, Development Review Team (DRT) for the review of development related items. The Project Staff meetings are held Tuesday mornings at 9:00 a.m. the week of Council meetings. There may start earlier if there are multiple development items on the agenda. It should be noted that the Project Staff meetings conflict with the monthly Chamber of Commerce Board meetings and will be moving to another regular meeting time/day.

Minnesota Valley Transit Authority (MVTA) – The Minnesota Valley Transit Authority (MVTA) is the public transportation agency for seven suburbs located approximately 15 miles south of Minneapolis and St. Paul: Apple Valley, Burnsville, Eagan, and Rosemount in Dakota County, Savage, Prior Lake and Shakopee in Scott County. The MVTA is one of several independent bus transportation agencies formed in the late 1980s under state legislation that allowed outer-ring suburbs to "opt-out" of centrally provided transportation services. The City is an ex-officio member of the MVTA Board. The MVTA's guidelines for ex-officio members state that while they may not serve as Commissioners, and do not have the power to vote, they can serve as consultants to the Board and may participate in Board meetings in an advisory capacity. Ex-officio members may also serve on committees of the board in an advisory capacity. The MVTA Board meets the last Wednesday of the month at 4:30 PM in Burnsville.

The City Council is being asked to designate an Acting Mayor and adopt Resolution 18-01.

The City Council is also being asked to make the following appointments:

- a) _____ (primary) and _____ (alternate) and _____ (second alternate) as the representatives to SCALE (Scott County Association for Leadership and Efficiency)
- b) City Administrator and Chief of Police as the alternate representative to SJPA (Scott Joint Prosecution Association)
- c) City Administrator and Police Chief as the alternate representative for JRTF (Joint Regional Training Facility) Board.
- d) _____ and City Administrator as the representatives to the I-35W Solutions Alliance.

- e) City Administrator and _____ to the Fire Relief Board.
- f) _____ as representative to the Community and Civic Events Committee.
- g) _____ as representative to the Chamber of Commerce and City Administrator and Community Development Specialist as the Staff representatives.
- h) _____ as representatives to the Project Staff Meetings.
- i) _____ as the representative and _____ as the alternate to the MVTA (Minnesota Valley Transit Authority) Board.

All other committee and board representatives to be appointed as needed.

Attachments:

- Resolution 18-01 Relating to the Organization of the City of Elko New Market

RESOLUTION 18-01

RESOLUTION RELATING TO THE ORGANIZATION OF THE CITY OF
ELKO NEW MARKET

BE IT RESOLVED by the City Council of the City of Elko New Market, Scott County,
Minnesota (City) as follows:

Section 1. **Official Depository.** Pursuant to Minnesota Statutes, Chapter 118, the City Council designates the following financial institution as official depository for municipal funds:

- a) _____
- b) _____

Section 2. **Official Newspaper.** Pursuant to Minnesota Statutes, Section 412.831, the City Council designates the following newspaper as official newspaper of the city:

- a) _____

The Mayor and City Clerk are authorized and directed to enter into agreements with the official newspapers for the publication of items required by law to be published.

Section 3. **Acting Mayor.** Pursuant to Minnesota Statutes, Section 412.121, Council Member _____ is appointed Acting Mayor and is to perform the duties of the Mayor during the absence or disqualification of the Mayor or in the case of a vacancy in the office of the Mayor.

Section 4. **Signers.** Mayor Bob Crawford, City Clerk Sandra Green and City Administrator Tom Terry are designated as Signers on all Official Depositories.

Adopted this 11th day of January 2018

Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

CITY COUNCIL BUSINESS MEETING

December 21, 2017

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, Finance Director Doud, City Engineer Revering 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 as revised.

Add 6h - Approve COBRA Administration Agreement with Benefit Extras, Inc.

Add 6i - Adopt Resolution 17-96 Designating 2018 Polling Place

APIF, MOTION CARRIED

4) PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

None

5) PUBLIC COMMENT

None

6) CONSENT AGENDA

MOTION by Councilmember Timmerman, second Councilmember Julius to approve revised Consent Agenda. **APIF, MOTION CARRIED.**

- a) Approve December 7, 2017 Minutes of the City Council Meeting
- b) Approve Payment of Claims and Electronic Transfer of Funds
- c) Approve City Administrator Performance Review Summary
- d) Adopt Resolution 17-92 Accepting Donations
- e) 2018 Budget
 - a) Adopt Resolution 17-93 Approving 2018 Budget
 - b) Adopt Resolution 17-94 Approving 2017 Tax Levy, Collectable in 2018
 - c) Adopt Resolution 17-95 Approving Use of Debt Service Fund Balances to Cover Under Levied Bonds
- f) Approve Memorandum of Understanding (MOU) with Carver/Scott Humane Society
- g) Approve Regional Safety Group Joint Powers Agreement/Request for Proposals
- h) Approve COBRA Administration Agreement with Benefit Extras, Inc. – Added Item
- i) Adopt Resolution 17-96 Designating 2018 Polling Place – Added Item

7) PUBLIC HEARINGS

None

8) GENERAL BUSINESS

None

9) REPORTS

a) ADMINISTRATION

None

b) PUBLIC WORKS

None

c) POLICE DEPARTMENT

None

d) FIRE DEPARTMENT

None

e) ENGINEERING

None

f) COMMUNITY DEVELOPMENT

None

g) PARKS DEPARTMENT

None

h) OTHER COMMITTEE AND BOARD REPORTS

i. SCALE

None

ii. MVTA

None

iii. I35 SOLUTIONS ALLIANCE

None

iv. CHAMBER OF COMMERCE

None

v. REGIONAL COUNCIL OF MAYORS

None

vi. COMMUNITY AND CIVIC EVENTS COMMITTEE

None

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

Councilmember Berg informed the Council that he will be on the Governors Work Force Development Board.

Mayor Crawford updated the Council that he is continuing to talk to HyVee executives to try to get a small HyVee store in Elko New Market.

11) ADJOURNMENT

MOTION by Councilmember Julius , second by Councilmember Timmons to adjourn the meeting at 6:36 p.m. **APIF, MOTION CARRIED**

Respectfully submitted,

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	January 11, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Approve Payment of Current Claims

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
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- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

*Check Summary Register©

JANUARY 11, 2018

Name	Check Date	Check Amt	
AUTO PAYS			
Paid Chk# 005273EMN VALLEY ELECTRIC COMPANY	12/22/2017	\$149.00	268X Xerxes Water Tower, Elko
Paid Chk# 005274EHEALTH EQUITY, INC.	12/11/2017	\$29.50	Monthly Fee
Paid Chk# 005275EHEALTH EQUITY, INC.	12/11/2017	\$416.10	Joe 50.00 Craig A \$100.00 Step
Paid Chk# 005276EHEALTH EQUITY, INC.	12/11/2017	\$616.46	Joe Fitter City contribution
Paid Chk# 005277EPEPA	12/28/2017	\$6,971.20	Vendor Liability
Paid Chk# 005278EMN DEPT OF REVENUE	12/28/2017	\$2,363.33	Vendor Liability
Paid Chk# 005279EINTERNAL REVENUE SERVICE	12/28/2017	\$10,038.67	Vendor Liability
Paid Chk# 005280EMINNESOTA ENERGY	1/16/2018	\$217.86	26518 France Avenue
Paid Chk# 005281EMINNESOTA ENERGY	1/16/2018	\$45.34	26518 France Avenue
Paid Chk# 005282EXCEL ENERGY	1/24/2018	\$209.78	Storage
Paid Chk# 005283EXCEL ENERGY	1/24/2018	\$166.93	Lift Station / 10010 Ptarmigan
Paid Chk# 005284EXCEL ENERGY	1/25/2018	\$2,737.34	25499 Natchez Ave - Water Trea
Paid Chk# 005285EXCEL ENERGY	1/24/2018	\$946.57	Park Shelter - 26518 France Av
Paid Chk# 005286EXCEL ENERGY	1/23/2018	\$936.52	26536 France Ave
Paid Chk# 005287EMN VALLEY ELECTRIC COMPANY	1/9/2018	\$10.74	City of Elko Park, Elko
Paid Chk# 005288EXCEL ENERGY	1/23/2018	\$598.67	Library - 100 J Roberts Way
Paid Chk# 005289EMN VALLEY ELECTRIC COMPANY	1/22/2018	\$1,373.44	Streetlights, Elko
Paid Chk# 005290EMN VALLEY ELECTRIC COMPANY	1/9/2018	\$70.46	Glenborough Dr & Chowen
Paid Chk# 005291EMN VALLEY ELECTRIC COMPANY	1/22/2018	\$34.62	Whispering Creek Lights
Paid Chk# 005292EMN VALLEY ELECTRIC COMPANY	1/22/2018	\$34.28	27059 Beard Ave Lift Pump
Paid Chk# 005293EMINNESOTA ENERGY	1/17/2018	\$20.14	408 Carter Street
Paid Chk# 005294EMINNESOTA ENERGY	1/17/2018	\$27.29	359 James Parkway
Paid Chk# 005295EMINNESOTA ENERGY	1/17/2018	\$159.47	110 J Roberts Way - Library
Paid Chk# 005296EMINNESOTA ENERGY	1/16/2018	\$607.81	PW Facility - Gas Utilities
Paid Chk# 005297EMINNESOTA ENERGY	1/16/2018	\$767.88	25499 Natchez Ave - WTP
Paid Chk# 005298EXCEL ENERGY	1/2/2018	\$374.53	Streetlights
Paid Chk# 005299EXCEL ENERGY	1/3/2018	\$4,586.50	601 Main Street
Total Checks		\$34,510.43	

PRE-PAID

Paid Chk# 037934 DELTA DENTAL OF MINNESOTA	12/18/2017	\$908.15	Dental
Paid Chk# 037935 VISA	12/18/2017	\$3,133.31	PW - Uniforms
Paid Chk# 037936 LEAGUE OF MN CITIES	12/20/2017	\$45.00	Regional Mtg Crawford
Paid Chk# 037937 SUN LIFE FINANCIAL	12/20/2017	\$1,080.86	Life Insurance
Paid Chk# 037938 SCOTT COUNTY ATTORNEY	12/21/2017	\$5,755.70	Quarterly Pmt of Fines -
Paid Chk# 037939 MPCA	12/22/2017	\$400.00	MS4 Permit
Paid Chk# 037940 BRIGHT, ROBERT WILLIAM	12/28/2017	\$69.26	
Paid Chk# 037941 FRIEDGES, TODD DAVID	12/28/2017	\$429.25	
Paid Chk# 037942 KORBEL, STEVEN J.	12/28/2017	\$1,062.40	
Paid Chk# 037943 NAGEL, MARK	12/28/2017	\$1,173.43	
Paid Chk# 037944 SEURER, KEVIN MATTHEW	12/28/2017	\$69.26	
Paid Chk# 037945 VERIZON WIRELESS	1/3/2018	\$807.26	Cell Phones
Paid Chk# 037946 ACE HARDWARE & PAINT2	1/11/2018	\$31.99	PW - Fleet Maint & Equip
Total Checks		\$14,965.87	

CHECK REGISTER

Paid Chk# 037946 ACE HARDWARE & PAINT2	1/11/2018	\$31.99	PW - Fleet Maint & Equip
Paid Chk# 037947 ACE HARDWARE & PAINT4	1/11/2018	\$173.00	PD - Office Supplies
Paid Chk# 037948 AMERICAN FLAGPOLE & FLAG	1/11/2018	\$477.75	PW - Flags
Paid Chk# 037949 ANCOM COMMUNICATIONS, INC.	1/11/2018	\$120.00	FD - Pagers
Paid Chk# 037950 APPLE FORD LINCOLN	1/11/2018	\$403.93	PD - Vehicle Maint
Paid Chk# 037951 APPLE VALLEY MEDICAL CLINIC	1/11/2018	\$122.00	Pre-employ Testing - Steve Kor
Paid Chk# 037952 ASPEN MILLS	1/11/2018	\$773.40	FD - Uniforms/High Viz jackets
Paid Chk# 037953 BANKERS TITLE	1/11/2018	\$22.39	Credit Balance Refund - 26675
Paid Chk# 037954 BOEVAAG PLUMBING INC.	1/11/2018	\$440.00	PW - Building Maint
Paid Chk# 037955 BOLTON & MENK	1/11/2018	\$43,600.00	T15.102632 - Woodcrest
Paid Chk# 037956 CAMPBELL KNOTSON	1/11/2018	\$40.50	Chowen (Hazardous Bldg)
Paid Chk# 037957 CDW GOVERNMENT	1/11/2018	\$624.81	Cell Phones
Paid Chk# 037958 RENEE CHRISTIANSON	1/11/2018	\$639.33	Mileage 3/17-12/17
Paid Chk# 037959 CITY OF BURNSVILLE	1/11/2018	\$207.35	2017 JPA Administrative Fee
Paid Chk# 037960 CRAFT HOMES LLC	1/11/2018	\$311.25	Credit Balance Refund - 27037
Paid Chk# 037961 ROBERT CRAWFORD	1/11/2018	\$506.11	Mileage - 10/6/17-12/26/17
Paid Chk# 037962 CULLIGAN BOTTLED WATER	1/11/2018	\$16.35	Bottled Water
Paid Chk# 037963 D R ELECTRIC, LLC	1/11/2018	\$707.00	PW - Building Maint
Paid Chk# 037964 EARL F. ANDERSON, INC.	1/11/2018	\$1,613.08	PW - Signs

Paid Chk#	037965	EHLERS	1/11/2018	\$580.00	2018 Public Finance Seminar -
Paid Chk#	037966	FASTENAL COMPANY	1/11/2018	\$134.40	PW - Operating Supplies
Paid Chk#	037967	FIRE SAFETY USA, INC.	1/11/2018	\$718.66	FD - Extrication Tool
Paid Chk#	037968	FORCE AMERICA DISTRIBUTING	1/11/2018	\$963.66	PW - Fleet Maint & Equip
Paid Chk#	037969	G&K SERVICES	1/11/2018	\$49.68	PW - Uniforms
Paid Chk#	037970	GALLS, LLC	1/11/2018	\$50.97	PD - Officer Equip
Paid Chk#	037971	GOPHER STATE ONE CALL	1/11/2018	\$14.85	Locates
Paid Chk#	037972	HAWKINS, INC.	1/11/2018	\$15.00	PW - Water Chemicals
Paid Chk#	037973	HENNEPIN COUNTY MEDICAL	1/11/2018	\$325.00	PD - EMR Refresher - Melissa W
Paid Chk#	037974	HIRERIGHT, INC.	1/11/2018	\$269.22	Background for Accountant
Paid Chk#	037975	HOFFMAN, HAMER & ASSOCIAT	1/11/2018	\$75.00	Credit Balance Refund - 10177
Paid Chk#	037976	HOSE / CONVEYORS, INC.	1/11/2018	\$85.13	PW - Fleet Maint & Equip
Paid Chk#	037977	ITRON, INC.	1/11/2018	\$1,472.64	PW - Water Repairs
Paid Chk#	037978	JEFFERSON FIRE & SAFETY, INC.	1/11/2018	\$1,000.00	FD - Thermal Imager
Paid Chk#	037979	JUST ENCASE PRODUCTS, INC.	1/11/2018	\$225.85	Plexiglass Case for 10th Anniv
Paid Chk#	037980	KEEPERS, INC.	1/11/2018	\$94.98	PD - Uniforms
Paid Chk#	037981	KELLEY FUELS, INC.	1/11/2018	\$2,368.80	PW - Fuel
Paid Chk#	037982	KINGDOM CLEANING	1/11/2018	\$840.00	City Hall
Paid Chk#	037983	LAKEVILLE TROPHY CO.	1/11/2018	\$93.40	FD - Name Plates
Paid Chk#	037984	MENARDS - DUNDAS	1/11/2018	\$524.02	PW - Building Maint
Paid Chk#	037985	MN CHIEFS OF POLICE ASSN	1/11/2018	\$253.00	2018 Annual Membership - Steve
Paid Chk#	037986	MN CRITTER GETTERS, INC.	1/11/2018	\$1,200.00	Monthly Animal Control
Paid Chk#	037987	MUNICIPAL INSPECTIONS, INC.	1/11/2018	\$3,219.71	Building Inspections
Paid Chk#	037988	MVTL LABORATORIES	1/11/2018	\$95.00	PW - Water Testing
Paid Chk#	037989	NAPA AUTO PARTS	1/11/2018	\$892.41	PW - Fleet Maint & Equip
Paid Chk#	037990	NORTHFIELD HOSPITAL & CLINI	1/11/2018	\$1,500.00	FD - Annual Medical Training
Paid Chk#	037991	NORTHLAND PEST CONTROL	1/11/2018	\$21.25	Pest Control - Library
Paid Chk#	037992	PHYSIO-CONTROL, INC.	1/11/2018	\$225.00	FD - Lucas Bag
Paid Chk#	037993	POLICEONE.COM	1/11/2018	\$435.00	PD - Taser Certification/Melis
Paid Chk#	037994	POMPS TIRE SERVICE, INC.	1/11/2018	\$551.20	PD - Fleet Maint
Paid Chk#	037995	QUILL CORPORATION	1/11/2018	\$175.99	Office Supplies
Paid Chk#	037996	RIGID HITCH INCORPORATED	1/11/2018	\$7.77	PW - Fleet Maint & Equip
Paid Chk#	037997	STEPHANIE SCHULTZ	1/11/2018	\$129.68	Mileage - 7/17-12/17
Paid Chk#	037998	SOUTH METRO RENTAL	1/11/2018	\$143.70	PW - Building Maint
Paid Chk#	037999	SOUTH SIDE ELECTRIC, INC.	1/11/2018	\$194.10	PW - Building Maint
Paid Chk#	038000	SUEL PRINTING COMPANY	1/11/2018	\$94.50	Legal Ads
Paid Chk#	038001	THOMAS TERRY	1/11/2018	\$388.41	Mileage - 7/17-12/17
Paid Chk#	038002	PATRICIA TIMMONS	1/11/2018	\$64.20	Mileage - 50x30/135 Meetings
Paid Chk#	038003	TIM'S SMALL ENGINE SERVICE	1/11/2018	\$67.11	PW - Fleet Maint & Equip
Paid Chk#	038004	TRAC PRECISION	1/11/2018	\$87.50	PW - Fleet Maint & Equip
Paid Chk#	038005	UNIVERSAL TRUCK EQUIPMENT	1/11/2018	\$422.25	PW - Fleet Maint
Paid Chk#	038006	US BANK - CM9690	1/11/2018	\$425.00	ENM GO Bonds 2013A
Paid Chk#	038007	WATERMARK TITLE AGENCY	1/11/2018	\$67.73	Credit Balance Refund - 120 Pa
Paid Chk#	038008	ROBERT & JENNIFER WIGHT	1/11/2018	\$101.94	Credit Balance Refund - 531 Ma
Paid Chk#	038009	ZIEGLER INC.	1/11/2018	\$740.10	PW - Fleet Maint & Equip
			Total Checks	\$72,234.05	

MONEY MARKET

No Activity

DIRECT DEPOSIT

501443	BELL, CRAIG ALAN	12/28/17	\$1,900.97
501444	BERG, JOSH	12/28/17	\$277.05
501445	CHRISTIANSON, RENEE L	12/28/17	\$1,795.24
501446	CRAWFORD, ROBERT	12/28/17	\$369.40
501447	DEUTSCH, MARTIN M	12/28/17	\$1,720.66
501448	DORNSEIF, EMILY K	12/28/17	\$46.17
501449	FITTERER, T, JOSEPH	12/28/17	\$1,520.85
501450	GAREIS, JOSHUA JOHN	12/28/17	\$1,701.63
501451	GREEN, SANDRA M.	12/28/17	\$726.12
501452	HARTZLER, KENT V	12/28/17	\$46.17
501453	HILL, PAYTON DANIEL	12/28/17	\$1,225.36
501454	JULIUS, NICHOLAS J	12/28/17	\$277.05
501455	KRUCKMAN, NICOLE	12/28/17	\$46.17
501456	MACHABY, JOHN E	12/28/17	\$549.34
501457	MELGAARD, DENNIS J	12/28/17	\$46.17
501458	MILLER, SADIE A.	12/28/17	\$46.17
501459	MORTENSON, STEVEN J	12/28/17	\$2,622.00
501460	RUDOLPH, EVA	12/28/17	\$410.22
501461	SCHULTZ, STEPHANIE R.	12/28/17	\$1,274.03
501462	SCHWEICH, COREY	12/28/17	\$2,202.21
501463	SHELL, CHAD J	12/28/17	\$1,590.60
501464	SIMON, JAY MICHAEL	12/28/17	\$277.05
501465	SMITH, BRADLEY M.	12/28/17	\$46.17
501466	STONE, JANE C	12/28/17	\$157.42
501467	TERRY, THOMAS M	12/28/17	\$3,018.11
501468	THOMPSON, STEVEN D.	12/28/17	\$60.03
501469	TIMMERMAN, KATE S.	12/28/17	\$277.05
501470	TIMMONS, PATRICIA M	12/28/17	\$277.05
501471	VETTER, HEATHER PATRICIA	12/28/17	\$46.17
501472	WICHNER, JOSHUA R.	12/28/17	\$69.26
501473	WIRTZ, MELISSA M.	12/28/17	\$1,620.29
501474	ZAHRATKA, YVONNE A	12/28/17	\$46.17

\$26,288.35



STAFF MEMORANDUM

SUBJECT:	Approve One Day Temporary Liquor License for St. Nicholas Church
MEETING DATE:	January 11, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Adopt Resolution 18-02 Approving One Day Temporary Liquor License for St. Nicholas Church

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

In the past, St. Nicholas Church has been granted a One Day Temporary Liquor License allowing St. Nicholas Church to serve intoxicating liquor at their annual Cana Dinner Event.

DISCUSSION

The City Council is being asked to approve Resolution 18-02 approving a One Day Temporary On-Sale Liquor License for St. Nicholas Church for an event to be held on February 3, 2018 at 51 Church Street, Elko New Market, Minnesota.

St. Nicholas Church has submitted an application for a One Day Temporary On-Sale Liquor License to serve intoxicating liquor, along with associated fee.

City Staff has no documentation on file of any liquor license violations or complaints on previous events held at St. Nicholas Church which include temporary on-sale liquor.

Attachments:

Resolution 18-02 Approving One Day Temporary Liquor License for St. Nicholas Church

CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

RESOLUTION NO. 18-02

WHEREAS; St. Nicholas Church, Elko New Market has submitted an application for a One Day Temporary On-Sale liquor license to serve intoxicating liquor at St. Nicholas Church, located at 51 Church St., Elko New Market, Minnesota, 55054;

WHEREAS; St. Nicholas Church meets the requirements for issuance of the On-Sale Liquor License to serve intoxicating liquor under Minnesota Statute Chapter 340A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that a One Day Temporary On-Sale liquor license to serve intoxicating liquor be issued to St. Nicholas Church for the premises located at 51 Church St., Elko New Market, Minnesota 55054, for Cana Dinner (February 3, 2018) contingent upon the following:

1. Compliance with the provisions of Minnesota Statutes Chapter 340A in the sale of liquor; and
2. Providing proof of liquor liability insurance required by Minnesota Statutes § 340A.409 and attaching a certificate of insurance to the application listing the City of Elko New Market as an additional insured.

APPROVED AND ADOPTED this 11th day of January, 2018.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	2017 Pay Equity Report
MEETING DATE:	January 11, 2018
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	Approve 2017 Pay Equity Report to the State of Minnesota Management & Budget Department

COMMUNITY VISION:

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5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

The City Council is being asked to authorize Staff to submit the 2017 Pay Equity Report to the State of Minnesota Management & Budget Department, as per Minnesota Statutes 47.991 – 999 and Minnesota Rules Chapter 3920, by the January 31, 2018 deadline.

DISCUSSION

The Local Government Pay Equity Act applies to about 1,500 local governments in Minnesota and affects about 220,000 local government employees. The law is intended to eliminate discrimination against women who are paid less than men for requiring comparable measures of expertise. It is important to remember that pay equity laws in Minnesota address only gender-based wage disparities, not all types of wage disparities. Furthermore, it displaces collective bargaining agreements and it does not address all compensation issues. Jurisdictions are scheduled to report on a three year cycle, so Elko New Market must report by January 31, 2018. Failure to report and/or be in compliance can lead to penalty of 5% of LGA or \$100/day until compliance is achieved.

In May of 2016, the Council approved a contract with Springsted, Inc. to update the City's existing job classification system, review the City's compensation system, and analyze the City's master salary plan to insure continuing consistency with the market. As part of this contract, the compensation plan was developed to meet the requirements of the Local Government Pay Equity Act, which it does by meeting all 4 required tests.

Without going into the statistical basis for the Pay Equity software, City Staff, along the City's Consultant, Springsted, Inc. used the results from the recent Classification and Compensation Study update and placed them into the compliance testing software provided by the State Office of Management and Budget. In the attached letter from Springsted, Inc., the City is in compliance with all four (4) of the requirements of State Pay Equity Act.

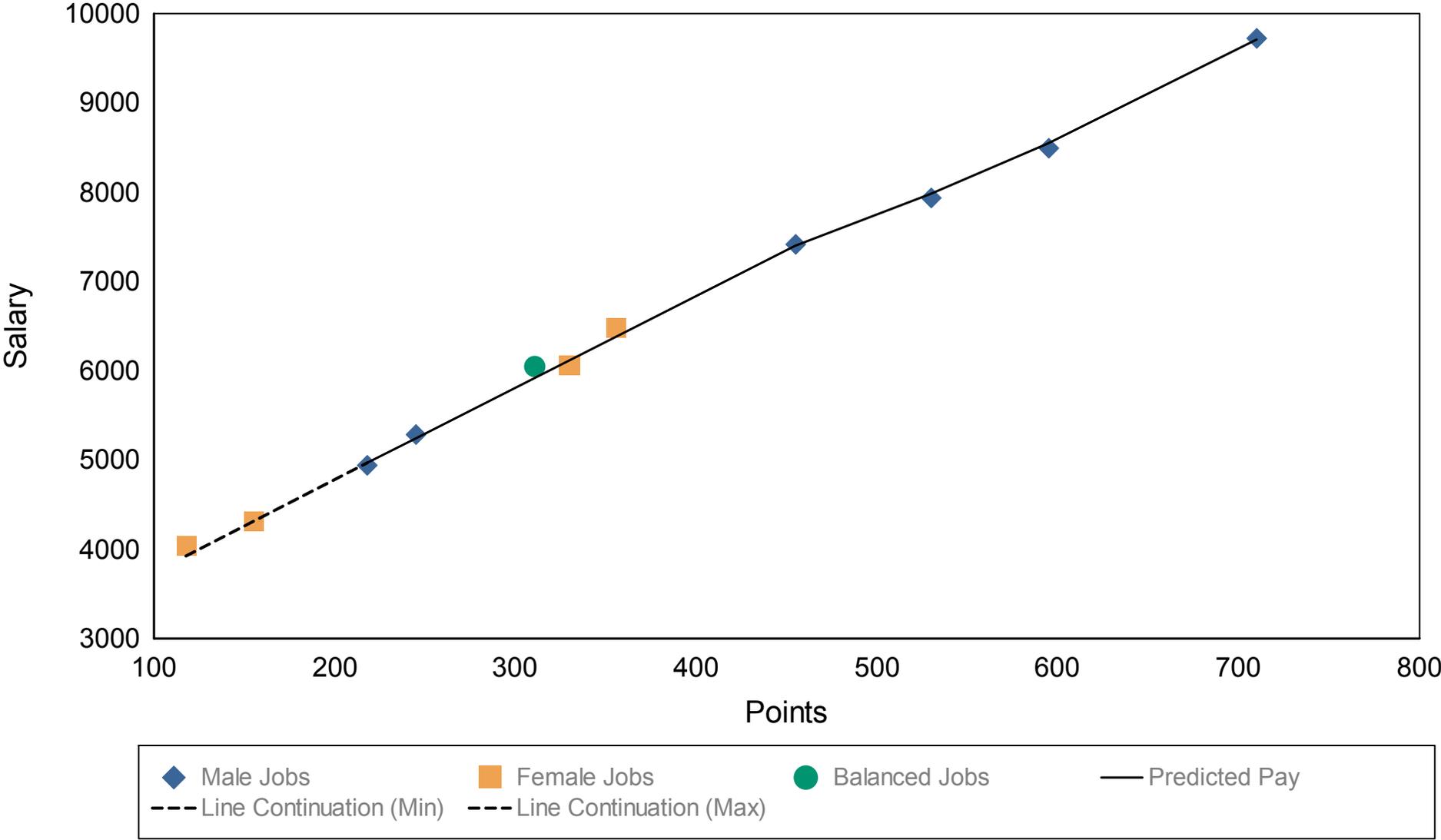
ACTION REQUESTED

Approve submission by City Staff of the Pay Equity Implementation Report by January 31, 2018 and Authorize the Mayor to sign the Pay Equity Implementation Report for submission by City Staff.

Please contact the Assistant City Administrator with any questions regarding the matter in this memorandum (952-461-2777).

Attachments:

Pay Equity Implementation Report



Predicted Pay Report for Elko New Market

11/29/2017

Case : 2018 Test Run

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Records Clerk	0	1	1	Female	118	\$4,036.16	\$3,928.02	\$108.14
2	Administrative Assistant	0	1	1	Female	155	\$4,318.64	\$4,312.06	\$6.58
3	Maintenance Worker II	2	0	2	Male	218	\$4,945.98	\$4,965.84	(\$19.86)
4	Public Works Mechanic	1	0	1	Male	245	\$5,290.85	\$5,246.03	\$44.82
5	Police Officer	3	2	5	Balanced	310	\$6,058.57	\$5,920.70	\$137.87
6	City Clerk	0	1	1	Female	330	\$6,058.57	\$6,128.39	(\$69.82)
7	Community Development Speciali	0	1	1	Female	356	\$6,481.42	\$6,398.14	\$83.28
8	Public Works Superintendent	1	0	1	Male	455	\$7,420.71	\$7,403.24	\$17.47
9	Assistant City Administrator	1	0	1	Male	530	\$7,940.61	\$7,978.24	(\$37.63)
10	Chief of Police/Emergency Mana	1	0	1	Male	595	\$8,496.90	\$8,554.64	(\$57.74)
11	City Administrator	1	0	1	Male	710	\$9,727.33	\$9,706.48	\$20.85

Job Number Count: 11

Compliance Report

Jurisdiction: Elko New Market
601 Main Street
PO Box 99
Elko New Market MN 55020

Report Year: 2018
Case: 1 - 2018 Test Run (Private (Jur Only))

Contact: Mark Nagel

Phone: (952) 461-2777

E-Mail: mnagel@ci.enm.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	6	4	1	11
# Employees	7	4	5	16
Avg. Max Monthly Pay per employee	6,966.91	5,223.70		6,247.25

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 200.00 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	3	3
b. # Below Predicted Pay	3	1
c. TOTAL	6	4
d. % Below Predicted Pay (b divided by c = d)	50.00	25.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 9	Value of T = -1.142
-----------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = (\$7)

b. Avg. diff. in pay from predicted pay for female jobs = \$32

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 7.00

B. Avg. # of years to max salary for female jobs = 7.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP 0.00 *

B. % of female classes receiving ESP 0.00

*(If 20% or less, test result will be 0.00)



STAFF MEMORANDUM

SUBJECT:	Lakeville Fire Department Gift
MEETING DATE:	January 11, 2018
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	Accept gift and Authorize Mayor to Send Thank You Letter

COMMUNITY VISION:

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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

The City Council is being asked to accept the gift of a Dexter Industrial Washer that would cost approximately \$5,000, if new, from the Lakeville Fire Department and authorize the Mayor to sign the attached Thank You letter.

DISCUSSION:

Minnesota Statutes Section 465.03 requires that donations of real or personal property be accepted by a resolution of the City Council adopted by a two-thirds majority of its members. However, this is not necessary if the gift is from another municipality.

This gift is much appreciated by the City and Fire Department, because it will improve the safety of our firefighters by providing proper care and maintenance of turnout gear and uniforms. With frequent exposure to chemicals, smoke, biological toxins and other contaminants, it is essential for turnout gear and uniforms to be cleaned properly. This gift will enable the Elko New Market Fire Department to clean and maintain our equipment in a safe and efficient manner.

ACTION:

City Council is being asked to accept the donation of a Dexter Industrial Washer from the Lakeville Fire Department and authorizing the Mayor to sign and send the attached Thank You letter to the Lakeville Fire Department.

Attachments:

- Lakeville FD Thank You letter



January 11, 2018

Mike Meyer, Fire Chief
Lakeville Fire Department
9465 185th Street
Lakeville MN 55054

Dear Chief Meyer:

On behalf of the Elko New Market City Council and the Elko New Market Fire Department, thank you for the gift of the Dexter Industrial Washer for our turnout gear and uniforms. It is much appreciated by the City and Fire Department as it will improve the safety of our firefighters by providing proper care and maintenance of turnout gear and uniforms, which is vital to their safety. With frequent exposure to chemicals, smoke, biological toxins and other contaminants, it is essential for gear to be cleaned properly and this gift will enable the Elko New Market Fire Department to clean and maintain our equipment in a safe and efficient manner.

It is another example of Cities working together to provide better services to residents while protecting the safety of those that provide these services. Once again, thank you for your Department's gift!

Sincerely,

Bob Crawford, Mayor
City of Elko New Market

Todd Friedges, Fire Chief
Elko New Market Fire Department



STAFF MEMORANDUM

SUBJECT:	Organization of Planning Commission
MEETING DATE:	January 11, 2018
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Adopt Ordinance No. 164 Amending Title 2 Chapter 1-5 of the City Code Concerning Organization of Planning Commission

COMMUNITY VISION:

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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

City staff has proposed an amendment to Section 2-1-5 (A) of the City Code which regulates the annual appointment of officers to the City's Planning Commission. Staff recently noticed that the City Code restricts appointment of a Chair or Vice-Chair to not more than two (2) consecutive years. Staff is suggesting that this provision be removed.

Some Planning Commissions tend to rotate the appointment of the Chair, while other cities have long-standing Planning Commission chairs. After consultation with the City Attorney, it was agreed that this provision that limits the appointment of the Chair and Vice-Chair to two consecutive terms is unusual to be found in City Code. One benefit to serving more than two consecutive years is that the chair becomes more comfortable in the position as time goes on, and gains a greater understanding of the process and their role. One drawback to removing the provision may be that a "not-so-good" Chair could be appointed for longer than desired. Staff's feeling is that if a Chair is not performing adequately, the Planning Commission should recognize the deficiencies and appoint another member of the Commission to that position.

BUDGET IMPACT:

There is currently no budget impact for this item, other than the cost of City staff time.

CITY ATTORNEY RECOMMENDATION:

The City Attorney has reviewed the draft Ordinance and recommended approval.

REQUESTED ACTION:

Motion to:

- Approve Ordinance No. 164 Amending Title 2-1-5 of the City Code Concerning Organization of the Planning Commission

Attachments:

(Draft) Ordinance No. 164

CURRENT ORDINANCE LANGUAGE WITH PROPOSED CHANGES

Chapter 1 PLANNING COMMISSION

2-1-1: ESTABLISHED:

2-1-2: COMPOSITION; QUALIFICATIONS; COMPENSATION; EX OFFICIO MEMBERS:

2-1-3: APPOINTMENTS AND TERMS:

2-1-4: REMOVAL FROM OFFICE:

2-1-5: ORGANIZATION:

2-1-6: POWERS AND DUTIES:

2-1-1: ESTABLISHED:

There is hereby established, pursuant to Minnesota statutes section 462.354, as it may be amended from time to time, a planning commission for the city. (Ord. 2, 11-9-2006)

2-1-2: COMPOSITION; QUALIFICATIONS; COMPENSATION; EX OFFICIO MEMBERS:

- A. Composition: The planning commission shall consist of five (5) regular members, all appointed by the city council.
- B. Qualifications: Regular members of the planning commission shall be qualified voters and residents of the city.
- C. Compensation: All regular members shall serve with compensation as established by city council resolution.
- D. Ex Officio Members: The city council may appoint a member of the New Market Township board as an ex officio nonvoting member by resolution to serve at the will of the city council. An appointment of an ex officio member shall be for a one year term, except as otherwise provided by the city council. The ex officio member shall not be considered a regular member of the planning commission. (Ord. 135, 5-26-2016)

2-1-3: APPOINTMENTS AND TERMS:

- A. Appointments: Appointments shall be made by the city council for the city of Elko New Market. (Ord. 2, 11-9-2006; amd. 2011 Code)
- B. Terms Of Office: Planning commission members shall serve staggered terms of three (3) years, expiring on March 31 of each year. (Ord. 4, 11-28-2006; amd. 2011 Code)

2-1-4: REMOVAL FROM OFFICE:

Any member of the planning commission may be removed from office with or without cause by a majority vote of the entire city council. (Ord. 2, 11-9-2006)

2-1-5: ORGANIZATION:

- A. Officers: The commission shall select a chairperson and vice chairperson from its appointed regular members to serve for a terms of one year. ~~Such chairperson and vice chairperson shall serve not~~

~~more than two (2) consecutive years.~~ The chairperson and vice chairperson shall be appointed at the regular April meeting of the commission.

- B. Rules Of Procedure: The planning commission shall adopt its own rules and procedures, with approval of the city council.
- C. Meetings: The planning commission may hold at least one regular meeting each month. The regular meeting date of the planning commission shall be established by resolution of the city council from time to time.
- D. Records: The planning commission shall keep a public record of its meetings. (Ord. 2, 11-9-2006)

2-1-6: POWERS AND DUTIES:

The planning commission shall consider and make recommendations on all matters affecting zoning, subdivision and building regulations and land use development, comprehensive plans and other matters referred thereto by the city council from time to time. All recommendations made by the planning commission shall take into consideration the established policies of the city council on such matters. The planning commission shall also carry on city planning activities and recommend such plans for the regulation of future physical development of the city including land use and building construction. (Ord. 2, 11-9-2006)

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

ORDINANCE NO. 164

**AN ORDINANCE AMENDING CITY OF ELKO NEW MARKET CITY CODE
TITLE 2, CHAPTER 1-5, CONCERNING ORGANIZATION OF THE
PLANNING COMMISSION**

THE CITY COUNCIL OF THE CITY OF ELKO NEW MARKET,
MINNESOTA ORDAINS:

SECTION 1. Section 2-1-5 (A) of the Elko New Market City Code is hereby amended to read as follows:

- A. Officers: The commission shall select a chairperson and a vice-chairperson from its appointed regular members to serve for a term of one year. The chairperson and vice-chairperson shall be appointed at the regular April meeting of the commission.

SECTION 2. This Ordinance shall take effect immediately upon its passage and publication.

ADOPTED this 11th day of January, 2018 by the City Council for the City of Elko New Market.

CITY OF ELKO NEW MARKET

BY: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Reappointment of Commissioners
MEETING DATE:	January 11, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Adopt Resoluton 18-03 Reappointing Commissioners

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

The Planning and Parks & Recreation Commissioners serve three year staggered terms which expire at the end of March. In 2018, the terms will expire for Planning Commissioners Steve Thompson and Brad Smith and Parks & Recreation Commissioner Emily Dornseif. All of the Commissioners have indicated their desire to be reappointed.

At the City Council meeting on December 7, 2017, the City Council directed staff to prepare the appropriate action item(s) for reappointing the Commissioners for consideration by the City Council.

DISCUSSION:

The City Council is being asked to adopt Resolution 18-03 reappointing the following Commissioners:

Planning Commissioner Steve Thompson, term expiring March 31, 2020

Planning Commissioner Brad Smith, term expiring March 31, 2020

Parks & Recreation Commissioner Emily Dornseif, term expiring March 31, 2020

Attachment:

- Resolution 18-03 Reappointing Commissioners

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

RESOLUTION NO. 18-03

**RESOLUTION REAPPOINTING MEMBERS TO THE
PLANNING COMMISSION AND
PARKS & RECREATION COMMISSION**

WHEREAS, the terms of Planning Commissioners Steve Thompson and Brad Smith expire March 31, 2018; and

WHEREAS, the term of Parks & Recreation Commissioner Emily Dornseif expires March 31, 2018; and

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

WHEREAS, Planning Commissioners Steve Thompson and Brad Smith desire reappointment to the Planning Commission and are eligible to act as members of the Elko New Market Planning Commission.

WHEREAS, Parks & Recreation Commissioner Emily Dornseif desires reappointment to the Parks & Recreation Commission and is eligible to act as a member of the Elko New Market Parks & Recreation Commission.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Elko New Market, Minnesota:

1. Steve Thompson is hereby reappointed to the Elko New Market Planning Commission for a three year term ending March 31, 2020.
2. Brad Smith is hereby reappointed to the Elko New Market Planning Commission for a three year term ending March 31, 2020.
3. Emily Dornseif is hereby reappointed to the Elko New Market Parks & Recreation Commission for a three year term ending March 31, 2020.

ADOPTED this 11th day of January, 2018 by the City Council of the City of Elko New Market.

CITY OF ELKO NEW MARKET

BY: _____

Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Agreement for Legal Services
MEETING DATE:	January 11, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Approve Agreement for Legal Services with Campbell Knutson

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

The City Council is being asked to approve a revised Agreement for Legal Services with Campbell Knutson.

DISCUSSION

The current Legal Agreement with Campbell Knutson was executed in 2014. The change in rate reflects roughly a 3% increase to the 2014 rates. The comparison between 2014 and 2018 rates for service are as follows:

	<u>2014</u>	<u>2018</u>
Lead Attorney and Partners	\$150	\$155
Associates	\$135	\$140
Legal Assistants/Law Clerks	\$ 80	\$ 83

The 3% increase would be effective upon approval of Agreement. As in past Legal Agreements, The City retains the ability to terminate the Agreement at any time during the term with or without cause.

Contact the City Administrator with any questions regarding the information contained in this memorandum.

BUDGET IMPACT

City Attorney costs would increase by 3% in 2018. Legal expenditures are dependent upon level of activity and the typical variance exceeds the increase in fees. Therefore, it is unlikely that the increase will have a discernable impact on the budget.

**AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF ELKO NEW MARKET AND
CAMPBELL KNUTSON
*Professional Association***

THIS AGREEMENT, effective January 1, 2018, is by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation ("City"), and **CAMPBELL KNUTSON, *Professional Association***, a Minnesota corporation ("Attorney").

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

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform general civil municipal legal services for the City. These services shall include:

1) The City will request the Attorney to act on civil matters on an ongoing and "as needed" basis.

2) The types of services required may include, but may not be limited to, some or all of the following:

a) Attendance at City Council meetings and other City board, commission, or committee meetings as requested by the City Council or City Administrator.

b) Drafting of ordinances, resolutions, and correspondence as requested.

c) Review of council and planning commission agenda items and minutes as requested.

d) Meetings and/or telephone conversations discussing and advising Mayor, Councilmembers, City Clerk, and designated individuals on general legal matters.

e) Review of municipal contracts, including contracts for public improvements, joint powers agreements, construction, purchase of equipment, and the like.

f) Representation of the City in the acquisition of properties for public improvements, easements, parks, and the like.

g) Representation of the City in condemnation proceedings for public improvement projects, etc.

h) Representation of the City in matters related to the enforcement of City building, housing, and zoning codes.

i) Representation of the City in employment related issues, labor negotiations, arbitration, administrative hearings, and in litigation involving same.

j) Representation and advice with respect to municipal employment matters, including but not limited to: PERA, labor agreements, personnel policy, FLSA, veteran's preference, unemployment compensation, and worker's compensation.

k) Research and submission of legal options on municipal or other legal matters requested by City Council or City Clerk.

l) Providing a legal briefing as requested to the City Staff and Council regarding new or proposed legislation affecting municipal operations and activities.

m) Providing periodic written updates on new state or federal legislation or judicial holding impacting upon the City, and suggested action or changes in operations or procedures to assure compliance.

n) Defend the City in all litigation, except in those cases where insurance companies are required to exclusively provide defense, including but not limited to: (i) human rights claims; (ii) zoning and land use regulation matters; (iii) permits and administrative actions; and (iv) labor and employment matters.

o) Review bonds and insurance requirements required by or for contracts or activities.

p) Respond to City Staff inquiries and return telephone calls within the same day of inquiry.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

C. Andrea McDowell Poehler will act as lead civil counsel for each City and be

designated as City Attorney. Ms. Poehler's designation as City Attorney means that she will attend council meetings as requested and be the main contact and legal representative for each City. She will consult with and refer the City officials to other attorneys within the firm when appropriate.

D. This Agreement does not preclude the City from seeking legal counsel from another firm, if it finds it necessary to do so.

2. TERM.

A. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by action of the City Council.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City thirty (30) days written notice before the termination becomes effective.

3. PAYMENT.

A. *General Civil Municipal:*

Lead Attorney and Partners	\$155/per hour
Associates	\$140/per hour
Legal Assistants/Law Clerks	\$83/per hour

B. *Pass-through, Litigation, and Real Estate Rates:* The customary hourly pass-through rate of the particular attorney performing the work, currently ranging from \$200.00 to \$400.00 per hour, for legal services that are to be passed through to third parties according to the City's policies, or financed as part of a specific project or fund, or which constitute active representation of the City in agency or legislative proceedings, grievance or interest arbitration, pre-litigation, litigation and appellate matters. Legal services are billed according to the actual time incurred, with a minimum increment of two-tenths of an hour.

C. *Meetings:* All meetings will be billed at the hourly rates set forth in Sections 3.A and 3.B, as applicable.

D. *Minimum Billing Increment:* The minimum billing increment for all services is 2/10ths of an hour.

E. *Costs.* Out-of-pocket costs without mark-up. Costs include:

- Westlaw
- recording fees and recorded document searches
- postage of 50¢ or more
- photocopies at 20¢ per copy
- long distance telephone calls
- litigation expenses (court filing fees, expert witnesses, acquisitions, subpoenas, etc.)

F. *Payments:* Payments for legal services provided the City shall be made in the manner provided by law. The City will normally pay for services within thirty (30) days of receipt of a statement for services rendered.

4. **INSURANCE.** The Attorney will purchase and maintain sufficient insurance to protect Attorney against claims for legal malpractice.

5. **MISCELLANEOUS.**

A. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

B. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the City Council of the City for which the work will be performed.

C. *Effective Date.* This Agreement shall become effective upon its execution by the Cities and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the City.

Dated: _____, 2017.

CITY OF ELKO NEW MARKET

BY: _____
Robert Crawford, Mayor

AND _____
Sandra Green, City Clerk

Dated: _____, 2017.

CAMPBELL KNUTSON
Professional Association

BY: _____
Andrea McDowell Poehler
President



STAFF MEMORANDUM

SUBJECT:	Cooperative Agreement Regarding Public Safety Related to 2018 Club Nomadic Event
MEETING DATE:	January 11, 2018
PREPARED BY:	Steve Mortenson, Chief of Police
REQUESTED ACTION:	Approve the Cooperative Agreement Regarding Public Safety Related to 2018 Club Nomadic Event

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
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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 to the Mayor and City Council a Cooperative Agreement Regarding Public Safety related to activities at the 2018 Club Nomadic Event. Staff is requesting approval of this agreement between the City of Prior Lake and its police department and the City of Elko New Market and its police department.

DISCUSSION:

As the Mayor and City Council are aware, the National Football League (NFL) Superbowl game this year will be held on February 4 in Minneapolis (US Bank Stadium.)

Several events during the week prior to the game will be held throughout the Twin Cities Metropolitan area. One of these events is known as Club Nomadic. Club Nomadic is a 65,000 square foot temporary structure that is erected which will seat approximately 7,500 people attending music events. Club Nomadic has been part of Superbowl events for the past several years.

For this year's Superbowl event, Club Nomadic has entered into an agreement with the Shakopee Mdewakanton Sioux Community to construct the temporary building and hold their event on the Mystic Lake Casino property. Club Nomadic will be sponsoring a music event each night, **February 1st through February 4th**.

Because Club Nomadic is not a NFL sanctioned event, the NFL is not providing security for this event. Club Nomadic does provide security for the event, but only addresses potential security issues inside the venue and will not address any security, traffic or parking issues outside the building. The Prior Lake Police Department provides policing services on Mystic Lake Casino property and therefore, is responsible for providing security, traffic and parking control all four days during Club Nomadic events. Prior Lake Police Chief Mark Elliot is requesting assistance from outside law enforcement agencies to provide assistance with the above mention responsibilities and duties. Chief Elliot is in the need of **60** officers to work each night from **5:00 p.m. to 3:00 a.m.** Because most of the officers duties will require outside duty and considering the potential weather related issues this time of the year, officers will be rotated through assignments every 20-30 minutes.

Three Elko New Market Police Officers are interested in working this event during this time frame. As a result, the City of Elko New Market and its Police Department would request to enter into a cooperative agreement with the City of Prior Lake and its Police Department to provide public safety related responsibilities and duties.

City Attorney Andrea Poehler has reviewed the cooperative agreement drafted by the City of Prior Lake. She has approved the agreement and commented that this agreement is very substantially similar to the Minneapolis Superbowl agreement reviewed by the League of MN Cities.

BUDGET IMPACT:

Elko New Market Police Officers will be compensated at straight time or overtime rate by the City of Prior Lake as per outlined in the agreement. Therefore there will be no impact to the 2018 Police Department salary budget. There will be a minor budget impact to fuel expense as the officers will be responsible for driving a police department squad car to the event.

Attachments:

- Cooperative Agreement Regarding Public Safety Related 10 2018 Club Nomadic Event

**COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY RELATED
TO 2018 CLUB NOMADIC EVENT**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY RELATED TO THE 2018 CLUB NOMADIC EVENT (hereinafter referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 5 herein, on this 11th day of January, 2018, by and between the **CITY OF PRIOR LAKE, MINNESOTA**, a municipal corporation, (hereinafter referred to as the “City”), acting through its Police Department (hereinafter referred to as the “PLPD”) and **CITY OF ELKO NEW MARKET, MINNESOTA** _____, acting through its **ELKO NEW MARKET POLICE DEPARTMENT** _____ (hereinafter referred to as the “Provider”). City, PLPD, and each Provider may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.

WHEREAS, the City is providing additional law enforcement services for the Shakopee Mdewakanton Sioux Community’s (“SMSC”) Club Nomadic Event from February 1, 2018, to February 4, 2018, (“Event”) on the SMSC Reservation; and

WHEREAS, a Unified Command structure (as that term is defined in Section 2.4) is appropriate to ensure an adequate level of law enforcement coordination required for the Event; and

WHEREAS, the PLPD will be the lead law enforcement agency for the Event; and

WHEREAS, the City has agreed to provide law enforcement services and act as the lead law enforcement agency for the Event by entering into an agreement with the SMSC; and

WHEREAS, the City is in need of procuring additional law enforcement personnel to provide the additional law enforcement services required for such a large and unique Event; and

WHEREAS, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the PLPD with providing law enforcement services for the Event; and

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59 (“Joint Exercise of Powers”) and/or Minnesota Statutes Sections 626.76 and 626.77, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with Licensed Peace Officers to assist the PLPD through the use of a unified command center (as further explained in

Section 2.4 of this Agreement) to provide law enforcement (“Services”) during the term of the Event.

1.2 Provider will exercise its best efforts to assist with law enforcement services for the Event. The Parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction including, but not limited to, the Event. That prioritization decision belongs solely to Provider.

1.3 Provider’s resources shall be full-time, Licensed Peace Officers and each such Licensed Peace Officer must meet the following criteria as defined in Minnesota Statutes Sections 626.84, Subdivision 1(c) and 471.59, Subdivision 12, which reads:

“(1) the peace officer has successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education; and

(2) the officer is duly licensed or certified by the peace officer licensing or certification authority of the state in which the officer's appointing authority is located.”

2. ADDITIONAL CRITERIA OF LICENSED PEACE OFFICERS; PROVIDER SCOPE OF SERVICE

2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the Licensed Peace Officers shall also meet the following criteria:

2.1.1. That each Licensed Peace Officer shall by reason of experience, training, and physical fitness be deemed by the Provider of being capable of performing public safety and law enforcement duties for the Event; and

2.1.2 That each Licensed Peace Officer is in good standing with the Provider. Throughout the term of this Agreement, the Provider shall promptly notify the PLPD in the event that any licensed peace officer is no longer an officer in good standing with the Provider or shall recall any peace officer that is no longer in good standing; and

2.1.3 That unless otherwise provided or requested by the PLPD, each Licensed Peace Officer shall be equipped and/or supplied by Provider at Provider’s own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor, and

traffic vest. Additionally, in Provider's discretion, personnel may be equipped with a cell phone that may be used to download a public safety application to aid in the tracking of law enforcement personnel during operational periods if allowed pursuant to Provider's policy.

2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept and/or use any of Provider's Licensed Peace Officers or other law enforcement resources without cause or explanation.

2.3 The Provider agrees as follows:

2.3.1 As requested by PLPD, Provider shall list information on each of Provider's Licensed Peace Officers no later than fifty (50) days before the Event that includes, but is not limited to, name, rank, agency, badge number, cell phone number, and email address. Said information shall be used strictly for law enforcement purposes related to the Event and each Party will hold the data in the same classification as the other does under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"); and

2.3.2. That upon reasonable advance written notification from the PLPD, each of Provider's Licensed Peace Officers or other law enforcement resources so designated by the PLPD shall participate in training activities related to the Event, that are coordinated or conducted by the PLPD or its designee; and

2.3.3. That each Licensed Peace Officer shall be assigned by the PLPD, as determined and required by the PLPD, to any Event-related assignment based on the Licensed Peace Officer's skill-set and known duty assignment as well as the needs of the operation; including, but not limited to, foot patrol, motorized patrol, static posts at outdoor perimeters, general security inside or outside venues, and traffic control; and

2.3.4. That Licensed Peace Officers participating in the Event may, if so determined by the PLPD, be placed in an "On Assignment" status by PLPD in which the Licensed Peace Officer should be physically proximate to the Event location, so as to be able to physically report in a timely manner to such duty post assigned by the PLPD and prepared to undertake the specific job task or responsibility assigned by the PLPD; and

2.3.5. That at the request of the PLPD, Provider will designate personnel that participated in or provided services for the Event to further participate in and/or provide information to and otherwise cooperate with the PLPD in any "after action activities" following the conclusion of a training Session

or the Event. “After action activities” may include, but not be limited to post training Session meetings and revisions of training protocols and post Event meetings, evaluations, mediation or court proceedings.

- 2.4 Provider acknowledges and agrees that at all times during any required training session or during the Event each of Provider’s Licensed Peace Officers or other law enforcement resources and employees, regardless of rank or job title held as an employee of the Provider, shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command and following unified command principles and practices established throughout the law enforcement community (herein referred to as “Unified Command”).
- 2.5 The Provider agrees to exercise reasonable efforts to cooperate and provide the City with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.
- 2.6 Event staffing levels will be determined by the PLPD as the lead law enforcement agency, in consultation with the Unified Command. Notwithstanding Section 2.4, the Provider retains the sole discretion for determining what Provider Licensed Peace Officer and other law enforcement resources will be deployed in its own jurisdiction for events not included under this Agreement and remain under the Provider’s own authority. The Provider’s Licensed Peace Officers and other law enforcement resources deployed in the Provider’s jurisdiction and which are either included above the number of Licensed Peace Officers as determined by the Unified Command or remain under Provider’s authority for events not included under this Agreement, will **not** be eligible for reimbursement of costs as provided in Section 4.2 of this Agreement.
- 2.7 The Provider will comply with the statutes and rules requiring the preservation of evidence including, but not limited to, Minnesota Statutes, Section 590.10 and Section 626.04. Each Provider must preserve all handwritten notes, photographs, incident reports, video recordings, statements, audio recordings, personal notes, interview audio, text messages, cell phone videos, removable electronic media, squad car videos, any other video recordings, emails, voice mails, computer files and all Work Product, Supporting Documentation and Business Records as those terms are defined in Section 8.1 of this Agreement.
- 2.8 The PLPD, as the lead law enforcement agency, will maintain a list of Licensed Peace Officers assigned to the Event. Each Provider will be responsible for providing accurate lists of its Licensed Peace Officers that will be assignable to the Event as a result of signing this Agreement.

3 CITY RESPONSIBILITIES

- 3.1 The City will be solely responsible for all communications with the SMSC.
- 3.2 The City and the SMSC will prepare and enter into an agreement relating to funding for the Licensed Peace Officers to be provided under this Agreement (the "Support Agreement"). The Support Agreement will be the source of funding for the Event including the source of payment for the Services to be provided pursuant to this Agreement.
- 3.3 City agrees that it will provide or facilitate any necessary training to prepare for providing the Services for the Event. The substance of the training, if necessary; including the locations, dates, and times, shall be detailed in a separate writing provided from the PLPD to the Provider.
- 3.4 The person responsible on behalf of the PLPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the Provider's law enforcement resources, shall be Prior Lake Police Chief Mark Elliott (hereinafter referred to as the "Coordinator"). Except as otherwise provided in this Agreement, all contacts or inquiries made by the Provider with regard to this Agreement shall be made directly to the Coordinator or the Coordinator's designee.
- 3.5 The City will develop and provide to each Provider an adequate supply of the standard incident report form to be used by the City and Providers that provide Services at the Event under the direction of the Unified Command.

4. COMPENSATION AND PAYMENT PROCESS

- 4.1 The sole source of funds to reimburse each Provider performing under this Agreement shall be funds provided by the SMSC pursuant to the Support Agreement.
- 4.2 For and in consideration of the Provider performing under this Agreement, the Provider will be reimbursed for said Services at the rates and in the manner as indicated in attached Exhibit A. All of a Provider's Licensed Peace Officers and other law enforcement resources that (a) perform law enforcement services within the Provider's jurisdiction; and (b) are subject only to the Provider's authority and are therefore not under the Unified Command, are not eligible to have Provider's costs reimbursed pursuant to this Agreement.
- 4.3 The PLPD will prepare and include in Exhibit A eligibility guidelines for cost reimbursement and a check list for the preparation and submission of the reimbursement request. Exhibit A will include a "Reimbursement Payment Form [To be developed by PLPD at a later date] to be completed by the Provider along with the required support documents to be attached by the Provider.

The PLPD shall furnish the Provider with a statement which describes all applicable hours performed by the Provider during the term of the Agreement. The Provider shall submit the Reimbursement Payment Form to the PLPD for all undisputed amounts within fourteen (14) days after receipt of the statement of hours.

4.4 Provider may submit any questions regarding the cost reimbursement process to Mark Elliott or his/her designee at: melliott@pd.cityofpriorlake.com.

4.5 For any disputed amounts, the Provider shall provide the PLPD with written notice of the dispute, including the date, amount, and reasons for dispute within fourteen (14) days after receipt of the statement of hours. The PLPD and Provider shall memorialize the resolution of the dispute in writing and follow the dispute resolution procedure in Section 13 of this Agreement.

5. **TERM OF AGREEMENT**

5.1 This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Event-related activity and shall expire on March 1, 2018, or the date to which law enforcement resources or Services are extended, whichever is later, unless terminated earlier in accordance with the provisions in Section 6. Except for the provision of training as discussed and to be scheduled pursuant to Section 3.3 of this Agreement, Services furnished by the Provider for the Event shall begin on February 1, 2018, and shall terminate on February 5, 2018, unless terminated sooner or extended in whole or in part as provided herein.

6. **TERMINATION**

6.1 Termination by the City-The City may terminate this Agreement upon providing to the Provider advance written notice for any of the reasons stated below:

6.1.1 Cancellation of the Event;

6.1.2 City and SMSC fail to enter into the Support Agreement; or

6.1.4 Failure by the Provider to perform any material term under this Agreement and failure to cure the default within the time requested by the City.

6.2 Termination by the Provider-The Provider may terminate this Agreement upon providing to the City advance written notice for any of the reasons stated below:

6.2.1 Cancellation of the Event;

6.2.2 Without cause prior to the initial training session; or

6.2.3 City and SMSC fail to enter into the Support Agreement.

6.3 In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

7. **AGREEMENT MANAGEMENT**

7.1 The Provider has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:

(Elko New Market Police Chief Steve Mortenson)
(Implementation & Coordination of the Agreement)

8. **WORK PRODUCTS, RECORDS, DISSEMINATION OF INFORMATION**

8.1 For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“*Work Product*” shall mean any report, including incident reports, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that are used or belong to PLPD or results from Provider's Services under this Agreement.

“*Supporting Documentation*” shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and Work Products generated under this Agreement.

“*Business Records*” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to PLPD or Provider and pertain to work performed under this Agreement.

- 8.2 Subject to applicable law, including but not limited to the Minnesota Official Records Act, Minnesota Statutes Section 15.17, and the MGDPA, all deliverable Work Product, Supporting Documentation and Business Records or copies thereof, that are needed from or result from the Provider's Services under this Agreement shall be delivered to the City either pursuant to this Agreement or upon reasonable request of the City and shall become the property of the City after delivery.
- 8.3 The City and the Provider each agrees not to release, transmit, disclose or otherwise disseminate information associated with or generated as a result of the work performed (i.e. Work Product, Supporting Documentation and Business Records) under this Agreement without notice to the other. Except as otherwise required by and subject to federal and/or state law, neither the City nor the Provider shall release, transmit, disclose or disseminate any Work Product, Supporting Documentation and Business Records which shall be classified as "security information", "security service" or "security service data", defined under Minnesota Statutes Sections 13.37 and 13.861 or any like data, as defined and/or required in all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards.
- 8.4 In the event of termination, all Work Product, Supporting Documentation and Business Records prepared by the Provider under this Agreement shall be delivered to the City by the Provider by the termination date.
- 8.5 Both the City and the Provider agree to maintain all Business Records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Provider, the Auditor of the State of Minnesota, or other duly authorized representative.
- 8.6 Both the City and the Provider agree to abide strictly by the MGDPA and, in particular, Minnesota Statutes, Sections 13.05, Subd. 6 and 11; 13.37, Subd. 1(b), 138.17, and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider or the City in performing functions under this Agreement is subject to the requirements of the MGDPA and both the City and the Provider must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

9. **LIABILITY COVERAGE; LIABILITY; MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES**

- 9.1 Liability Coverage for Event- Prior Lake maintains a general liability policy through LMCIT which will provide coverage for claims that the City becomes

legally obligated to pay as damages due to “bodily injury”, “property damage”, or “personal injury” suffered by third parties related to or arising out of the Services provided under this Agreement (the “Policy”).

9.1.1 The limits of liability per occurrence during the coverage period is \$2 million and there is no annual aggregate for police liability claims. The City has also obtained excess coverage in the amount of \$ million for the Event.

9.1.2 The cost to hire and pay for legal representation to defend the City and any Provider (“defense costs”) are not subject to the \$2 million limit of the Policy.

9.1.3 The Policy is subject to the payment of a deductible by the City.

9.1.4. Each Provider agrees to be bound by the terms and conditions contained in the Policy.

9.1.5 Each Provider agrees that it will cooperate with the liability coverage provider and with the City by reasonably and timely responding to the insurer’s request for information or to appear at meetings or judicially mandated hearings.

9.2 Indemnification- Except as provided below in Sections 9.3, 9.4 and 9.5, the City will defend and indemnify the Providers from and against any and all third party judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney’s fees paid, incurred, or for which it may be liable, resulting from the Services provided under this Agreement. The City’s obligation under this paragraph shall be limited to the coverage provided by the Policy.

9.2.1 If a Party’s liability is not subject to recovery through the Policy, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside of the jurisdiction or geographic limits of the SMSC Reservation, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof.

9.3 Further Limitation On Provider Liability-It is understood and agreed that the liability of the City, the liability of each Provider that is a municipality, county or similar political subdivision shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and the liability of the State of Minnesota as a Provider shall be limited by the provisions of Minnesota Statutes, Section 3.736 and by other applicable law. Nothing contained in this

Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, its respective officials and employees, may have under said Chapter 466, Section 471.59 subd. 1a, and any common-law immunity or limitation of liability, all of which are hereby reserved by the Parties that have entered into this Agreement.

- 9.4 Provider Workers' Compensation Insurance Required-Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Except as expressly provided herein, each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents.
- 9.5 Provider Responsible for Own Equipment-Each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.
- 9.6 Provider Rendering First Aid-Except for immediate first aid rendered by a Provider at the scene of an accident or occurrence, no other medical assistance, expenses or aid is covered under the Policy.

10. INDEPENDENT CONTRACTORS

Each Provider in its relationship with the City under this Agreement is an independent contractor. No Provider, its Licensed Peace Officers or other law enforcement resources shall be considered an employee of the City. The City, its Licensed Peace Officers or other law enforcement resources shall not be considered employees of the Provider.

11. SUBCONTRACTING

The City and Provider agree that no Services will be subcontracted and agree not to enter into any subcontracts to provide any Services under this Agreement.

12. ASSIGNMENT

Neither the City nor the Provider will assign or transfer any interest in this Agreement without the consent of the other Party.

13. DISPUTE RESOLUTION

The City and the Provider each agree to cooperate and negotiate in good

faith to resolve any disputes that arise regarding the terms of this Agreement and the performance of the Services. If good faith negotiations fail to resolve a dispute, then the Parties will use mediation services to attempt to resolve the dispute. The City and Provider will equally share the expense of the mediator.

The Parties will select a mediator by each submitting three names in rank order of preference to the other Party. If there is no common name on each Party's list, then a neutral, third party, law enforcement representative that is not a party to this Agreement will select a mediator for the Parties. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

14. AUDIT OF AGREEMENT RECORDS

Pursuant to Minnesota Statutes, Section 16C.05, both the City's and the Provider's books, records, documents, and accounting procedures and practices with respect to any matter covered by this Agreement shall be made available to the State of Minnesota Office of the State Auditor upon written notice, at any time during normal business hours, for the purpose of auditing, examining or making excerpts or transcripts of relevant data.

15. AMENDMENT OR CHANGES TO AGREEMENT

15.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the Parties hereto; after all appropriate and necessary authority has been acquired by each such Party.

15.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

16. NOTICES

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:
City of Prior Lake
Chief of Police
4646 Dakota St. SE

To Provider:
City of Elko New Market
Chief of Police
PO Box 99

Notices shall be deemed effective on the date of receipt.

17. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

18. ENTIRE AGREEMENT

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

The matters set forth in the “WHEREAS” clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.

19. MISCELLANEOUS PROVISIONS

19.1 The Parties intend that, with respect to the defense and indemnification provisions in Section 9 hereof, this Agreement may benefit or create rights or causes of action in or on behalf of any other agency providing services for the Event under a similar but separate agreement. Except for the foregoing, the Parties intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

19.2 The Parties shall cooperate in achieving the objectives of this Agreement pursuant to Minnesota Statutes, Sections 15.51 through 15.57.

19.3 The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes Section 471.425, subd. 4a, and as applicable, non-discrimination and affirmative action laws and policies.

19.4 If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed and enforced as if such invalid or unenforceable provision had not been included.

19.5 Failure of a Party to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Failure to

enforce a provision does not affect the rights of the Parties to enforce any other provision of the Agreement at any time

REMAINDER OF THIS PAGE IS BLANK

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF PRIOR LAKE

STATE/CITY/COUNTY OF

By: _____
Its: Kirt Briggs, Mayor

By: _____
Its: Robert Crawford, Mayor

Date: _____

Date: _____

By: _____
Its: Frank Boyles, City Manager

By: _____
Its: Thomas Terry, City Administrator

EXHIBIT A

Club Nomadic Event Reimbursement Guidelines

Reimbursement Period: Effective Date of this Agreement through February 5th, 2018

1. General Reimbursement Guidelines:

- a. All hours worked will be considered “*on duty*” time.
- b. Personnel should not be expected to work the event day in addition to their normal job at their respective agency.
- c. Reimbursement will occur for personnel wage costs only at established straight time or overtime rates pursuant to Section 2 “Established Hourly Reimbursement Rates” in this Exhibit A. These rates are all inclusive and will not be adjusted.
- d. Reimbursement will occur only for hours worked consistent with official operational plans approved by the lead law enforcement agency, PLPD.
- e. There will be no reimbursement for non-personnel costs, backfill, equipment, and other expenses including but not limited to travel costs, fuel, mileage, per diem, etc.
- f. Reimbursement will occur only for Licensed Peace Officers working at the Event.
- g. There will be no reimbursement for participation of law enforcement command level staff including but not limited to those in the ranks of Chief, Sheriff, Assistant Chief, Deputy Chief, Colonel, Major, and Sr. Commander. Reimbursement will be provided for those in the ranks of Captain, Lieutenant, and Sergeant.
- h. Generally, Licensed Peace Officers will be expected to work a ten-hour shift daily during the Event (This may vary based on specific assignments).
- i. For reimbursement purposes, a Licensed Peace Officer’s shift begins and ends when he/she checks in/out on site at the Event with the lead law enforcement agency.

Licensed Peace Officers will be notified of their daily and hourly schedule 30-60 days prior to the Event subject to any changes that may occur. There will be no reimbursement for any scheduled off days during this period or for off hours where personnel are not actively assigned to an official Event detail.

- a. Law Enforcement Officers must adhere to all lead law enforcement agency requirements in order to be eligible for reimbursement.
- b. Any variation from the above guidelines must be approved by PLPD and SMSC.

2. Established Hourly Reimbursement Rates:

- a. All hours reimbursed under the terms of this Exhibit A, below will be paid at one of the following established hourly rates. These are set rates and will not be adjusted based on specific agency hourly rates. The rates are inclusive of all costs including both payroll and fringe.
 - i. **\$90 per hour overtime rate.**
 - ii. **\$60 per hour straight time rate.**

3. Specific Agency Reimbursement Guidelines:

- a. For Licensed Peace Officers provided under this Agreement:
 - i. Reimbursement will occur only for hours worked as a result of established/approved operational plans. Whether time qualifies as overtime will be determined by the officers' home agency based on hours worked by the officer for the relevant pay period.
 - ii. Provider will be reimbursed for overtime hours worked under this Agreement, not to exceed 75% of the total hours worked by the Provider's officers providing Services under this Agreement at the established overtime rate as specified in Section 2 of this Exhibit A, above.

4. Reimbursement Process:

Within 14 days after the special event period, the lead law enforcement agency, PLPD will provide the sending agency with a report outlining hours worked for all personnel for that agency.

- a. Providing agency will review the personnel report for accuracy and outline which hours constituted straight time versus overtime and submit an invoice with support documentation to the lead law enforcement agency.
- b. The lead law enforcement agency will review the invoice and support documentation, and work with the Providing agency on addressing any discrepancies.
- c. The lead law enforcement agency will issue reimbursement to the Providing agency consistent with the guidelines established in this agreement within 45 days of receiving an invoice and the requested support documentation.

Invoices should be sent to:

City of Prior Lake
Attn: Mark Elliott
4646 Dakota St. SE
Prior Lake MN 55372



STAFF MEMORANDUM

SUBJECT:	Authorize Purchase of First Responder Vehicles in 2018
MEETING DATE:	January 11, 2018
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Authorize purchase of First Responder vehicles.

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

The adopted 2018 Capital Outlay Budget provides for the replacement of the two Fire Department First Responder vehicles (Chief and Assistant Chief vehicles) in 2019 based on an assumed 10 year lifespan for the vehicles.

Normally, items funded in Capital Outlay do not require Council authorization. If the expense is included in the adopted Budget, authorization was given through the Budget. The purchase is then made within the parameters of the adopted Fiscal Policies and authority of the City Administrator and/or department heads. However, if the purchase significantly exceeds the assumed budget or the purchase is accelerated, it is appropriate for the Council to provide specific authorization.

DISCUSSION:

Unfortunately, due to the current condition of the vehicles, the Chief is seeking to replace them in 2018 – one year earlier than planned. The estimated expense for the replacement of the vehicles in 2019 was \$50,000 per vehicle or \$100,000 total. Also, the Capital Outlay budget assumed that the purchase of the vehicles would be likely be financed, at least in part. The timing of the assumed replacement date was conducive to “bundling” the financing with other items that have been identified in the draft Capital Improvement Plan (CIP).

The updated estimate for replacing the vehicles is a total of \$76,500 for both vehicles (including lights and graphics). The purchase can be made with through the use of reserves from the sale of the 1999 Freightliner pumper and 1987 Ford tanker, along with the proceeds from the sale or trade in value of the current First Responder vehicles. While the replacement cost is less than originally estimated and there are sufficient Capital Outlay reserves than can be allocated, the acceleration of the replacement reasonably requires Council authorization.

BUDGET IMPACT:

None – purchase will be made with Capital Outlay reserves.



STAFF MEMORANDUM

SUBJECT:	Resolution 18-04 Approving the Submittal of Portions of the I-35W/I-494 Interchange Improvement Project for Consideration By the State of Minnesota Corridors Of Commerce Program
MEETING DATE:	January 11, 2018
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	1. Adopt Resolution 18-04 Approving the Submittal of Portions of the I-35w/I-494 Interchange Improvement Project for Consideration By the State of Minnesota Corridors Of Commerce Program. 2. Direct staff to recommend recommend (nominate) the project once the public is allowed to do so.

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

The I-35 Solutions Alliance supports funding, building, operating and maintaining a robust multimodal transportation system along the I35W corridor, the state's busiest, and its feeder routes between Elko New Market and downtown Minneapolis that reduces congestion, improves safety, and enables economic competitiveness.

The Corridors of Commerce program which was established to have two major goals: (1) to provide additional highway capacity on segments where there are currently bottlenecks in the transportation system, and (2) to improve the movement of freight and reduce barriers of commerce.

The I 35 Solutions Alliance is seeking to secure funding for improvements to the I35/494 interchange, the 18th worst bottleneck in the nation and the worst in Minnesota. I35 Solutions Alliance is requesting that its members adopt a resolution prioritizing the I35W/494 Interchange project for the Corridors of Commerce program. The Alliance is also asking that each organization will then recommend (nominate) the project once the public is allowed to do so, tentatively January 15 - February 2.

Attachments:

- (Draft) Resolution 18-04 Approving the Submittal of Portions of the I-35w/I-494 Interchange Improvement Project for Consideration By the State of Minnesota Corridors Of Commerce Program

RESOLUTION NO. 18-04

RESOLUTION APPROVING THE SUBMITTAL OF PORTIONS OF THE I-35W/I-494 INTERCHANGE IMPROVEMENT PROJECT FOR CONSIDERATION BY THE STATE OF MINNESOTA CORRIDORS OF COMMERCE PROGRAM

WHEREAS, the City of Elko New Market is a member of the I-35W Solutions Alliance, which supports the funding, building, operating, and maintaining of a robust multimodal transportation system that reduces congestion, improves safety, and enables the metropolitan area, and the State of Minnesota to better compete with the other areas of the United States and the world; and

WHEREAS, in 2013 the Corridors of Commerce program was created and authorized \$300 million in bonding for projects not already in the State Transportation Improvement Program, in 2014 an additional \$31.5 million was authorized, and now the 2017 the Minnesota Legislature funded the Corridors of Commerce program by authorizing up to a total of \$400 Million for the construction, reconstruction, and improvement of trunk highways for this round of the program; and

WHEREAS, the I-35W/I-494 interchange improvement project is not currently included in the State Transportation Improvement Program; and

WHEREAS, the Corridors of Commerce program establishes two major goals: (1) to provide additional highway capacity on segments where there are currently bottlenecks in the transportation system, and (2) to improve the movement of freight and reduce barriers of commerce; and

WHEREAS, the I-35W/I-494 interchange improvement project is consistent with the guiding principles and the objectives put forth in the Statewide Multimodal Transportation Plan, can be begun within four years of award of funding, intersects the two most heavily congested state highways in the state, would reduce the worst freight and commuter bottle neck in the state (and 18th worst in the nation), and Phase I of the interchange project can be built with the Corridor of Commerce funding available and result in a fully funded project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Elko New Market nominates and supports the submittal and funding for the I-35W/I-494 Phase I interchange improvement project to the maximum extent possible as a project for the 2018 awarding of funding from the Corridors of Commerce Program.

Passed and adopted this 11th day of January 2018.



STAFF MEMORANDUM

SUBJECT:	2018 Fee Schedule
MEETING DATE:	January 11, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Adopt Ordinance No. 165 Adopting the Schedule of Fees for 2018

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
- Provide a full range of municipal services to its residents. The City will allocate sufficient resources to meet the growing needs of the community
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5 YEAR GOALS:

- Diverse tax base, employment opportunities, additional businesses and services, promote high quality broad spectrum of residential development
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- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

The City annually reviews and updates its Schedule of Fees for approval by the City Council. The Schedule of Fees is adopted by Ordinance.

DISCUSSION

Per City Council direction, Staff made enterprise rate increases to Utility Fees. These changes in the 2018 Fee Schedule include increases in utility base and usage fees, trunk and connection fees, along with an increase in the Met Council Sewer Availability Charge. These changes help ensure sufficient revenue to cover operation and maintenance costs for water, sewer and storm water; as well as improvements to infrastructure, facilities and future projects. The changes in fees were recommended based on utility fund analysis completed both by Staff and Zach Doud, City Finance Director. The recommendations were reviewed and directed by the City Council at the Council Work Session on October 12, 2017.

After reviewing the current fees, Staff is recommending the following changes highlighted in yellow:

UTILITY FEES *	
<i>Domestic Use Customers</i>	
Water Base Rate (per Equivalent Residential Unit (ERU)/Month) - Non single family may be more than 1 ERU ⁴	\$36.41
Water Usage Rate (Tier One) - Typical Account ¹ (0 to 10,000 Gallons/ ERU/ Month)	\$3.41/thousand gallons
Water Usage Rate (Tier Two) - Typical Account ¹ (10,000 to 20,000 Gallons/ ERU/ Month)	\$9.87/thousand gallons
Water Usage Rate (Tier Three) - Typical Account ¹ (Over 20,000 Gallons/ ERU/ Month)	\$19.74/thousand gallons
Water Usage Rate (Tier One) - Domestic Only Account ² (0 to 7,000 Gallons/ ERU/ Month)	\$3.41/thousand gallons
Water Usage Rate (Tier Two) - Domestic Only Account ² (7,000 to 17,000 Gallons/ ERU/ Month)	\$9.87/thousand gallons
Water Usage Rate (Tier Three) - Domestic Only Account ¹ (Over 17,000 Gallons/ ERU/ Month)	\$19.74/thousand gallons
<i>Irrigation Customers</i>	
Water Usage Rate (Tier 1) - Irrigation Account ³ (0 to 3,000 Gallons/ ERU Served ⁴ / Month)	\$3.41/thousand gallons
Water Conservation Rate (Tier 2) - Irrigation Account ³ (3,000 to 13,000 Gallons/ ERU Served ⁴ / Month)	\$9.87/thousand gallons
Water Conservation Rate (Tier 3) - Irrigation Account ³ (Over 13,000 Gallons/ ERU Served ⁴ / Month)	\$19.74/thousand gallons
¹ Irrigation or firefighting usage is not metered separately. This is most common.	
² Apartment, townhome, or other account where irrigation or other non-domestic use is metered separately.	
³ Account for only irrigation system or non-domestic usage	
⁴ As determined by the City Engineer	
(Sales tax charged on water sales on commercial accounts)	Current MN and County sales tax
Water Meter & Accessories	\$387 (cost of meter & horns + 10%) +MN and County sales tax
Sewer Base Rate	\$21.98/month
Sewer Usage Rate	\$5.21/thousand gallons
Storm Water Utility Uniform Base Fee	\$5.46/month
Storm Water Utility Supplemental Fee	\$3.24/REF per acre
Street Light/Tornado Siren Utility Fee	\$4.34/month
Utility Finance Charge-Late Fee	10% on outstanding balance excluding penalties
Water Meter & Accessories	cost + 10% +MN and County sales tax (cost will vary depending on size)
<i>All other Utility fees</i>	
MDH Annual Water Connection Fee	cost
Water Meter Tested-Home Owners Request	cost
Water Sales - Third Party Deposit Fee	\$500
Water Sales - Third Party Usage Fee	\$10/thousand gallons

Water Connection Fee	\$2,107/unit
Water Trunk Fee	\$3,615/unit
Storm Water Area Charge	\$3,507.88/acre
Storm Water Drainage Utility Conn. Fee	\$1,235.86/unit
Sewer Availability Charge (MCES)	\$4,485/unit
Sewer Connection Fee (City)	\$2,036/unit
Sewer Trunk Fee	\$4,056/unit
* The number of units charged for water and sewer shall be calculated in accordance with Council Handbook on SAC/WAC	
Penalty Fee for Non-Application	\$500/incident
Commercial Erosion Control	125% of value of required BMP

Additional changes to the 2018 Fee Schedule include:

Land Use Permit Fees (Zoning and Subdivision):

- Adding an escrow fee for Ordinance Amendment – Official Map/Rezone (<2 acres) in the amount of \$5,000.
- Subdivision (for Plats, CIC and RLS) – Preliminary Plat and Subdivision (for Plats, CIC and RLS) – Final Plat – adding language to reflect the \$750/ac is in addition to the escrow fee.
- Wall/Building Sign changing the fee to \$50.

Miscellaneous Fees

- Addition of Animal Shelter License in the amount of \$500.
- Rental Park Shelter – Citizens changed to \$150 (including sales tax).
- Rental Park Shelter – Non-Citizens changed to \$200 (including sales tax).
- Storage changed to two lines for separate fee of \$5/day for City impound and separate fee for Cost for Other Impound.

Business Related Fees

- Gambling Investigative Fee changed to \$50. Following a periodic review of this fee, it was determined that it could be reduced from \$100. However, the Gambling Manager has requested that the City consider waiving the fee entirely. The rationale is that the organizations subject to the fee are charitable in nature and donate to the City annually. The Council is being asked to provide direction on this fee.

Liquor Fees

- On-Sale Investigation Fee for New License changed to \$250.

Please contact the City Clerk if you have any questions relating to this memorandum.

Attachments:

- Ordinance No. 165 Adopting the Schedule of Fees for 2018
- Exhibit A – Schedule of Fees for 2018

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

ORDINANCE NO. 165

AN ORDINANCE ADOPTING THE SCHEULE OF FEES FOR 2018

WHEREAS, the City has reviewed its cost and expenses in providing city services and has determined that adjustments in fees are necessary to cover increases in City costs and expenses; and

WHEREAS, the attached Exhibit A reflects the schedule of fees for the year 2018;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELKO NEW MARKET approves the 2018 Schedule of Fees as attached in Exhibit A

ADOPTED this 11th day of January, 2018, by the City Council for the City of Elko New Market.

CITY OF ELKO NEW MARKET

BY: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

2018 FEE SCHEDULE

UTILITY FEES *					
Domestic Use Customers					
Water Base Rate (per Equivalent Residential Unit (ERU)/Month) - Non single family may be more than 1 ERU ⁴				\$36.41	
Water Usage Rate (Tier One) - Typical Account ¹ (0 to 10,000 Gallons/ ERU/ Month)				\$3.41/thousand gallons	
Water Usage Rate (Tier Two) - Typical Account ¹ (10,000 to 20,000 Gallons/ ERU/ Month)				\$9.87/thousand gallons	
Water Usage Rate (Tier Three) - Typical Account ¹ (Over 20,000 Gallons/ ERU/ Month)				\$19.74/thousand gallons	
Water Usage Rate (Tier One) - Domestic Only Account ² (0 to 7,000 Gallons/ ERU/ Month)				\$3.41/thousand gallons	
Water Usage Rate (Tier Two) - Domestic Only Account ² (7,000 to 17,000 Gallons/ ERU/ Month)				\$9.87/thousand gallons	
Water Usage Rate (Tier Three) - Domestic Only Account ¹ (Over 17,000 Gallons/ ERU/ Month)				\$19.74/thousand gallons	
Irrigation Customers					
Water Usage Rate (Tier 1) - Irrigation Account ³ (0 to 3,000 Gallons/ ERU Served ⁴ / Month)				\$3.41/thousand gallons	
Water Conservation Rate (Tier 2) - Irrigation Account ³ (3,000 to 13,000 Gallons/ ERU Served ⁴ / Month)				\$9.87/thousand gallons	
Water Conservation Rate (Tier 3) - Irrigation Account ³ (Over 13,000 Gallons/ ERU Served ⁴ / Month)				\$19.74/thousand gallons	
¹ Irrigation or firefighting usage is not metered separately. This is most common.					
² Apartment, townhome, or other account where irrigation or other non-domestic use is metered separately.					
³ Account for only irrigation system or non-domestic usage					
⁴ As determined by the City Engineer					
(Sales tax charged on water sales on commercial accounts)				Current MN and County sales tax	
Water Meter & Accessories				\$387 (cost of meter & horns + 10%) +MN and County sales tax	
Sewer Base Rate				\$21.98/month	
Sewer Usage Rate				\$5.21/thousand gallons	
Storm Water Utility Uniform Base Fee				\$5.46/month	
Storm Water Utility Supplemental Fee				\$3.24/REF per acre	
Street Light/Tornado Siren Utility Fee				\$4.34/month	
Utility Finance Charge-Late Fee				10% on outstanding balance excluding penalties	
Water Meter & Accessories				cost + 10% +MN and County sales tax (cost will vary depending on size)	
All other Utility fees					
MDH Annual Water Connection Fee				cost	
Water Meter Tested-Home Owners Request				cost	
Water Sales - Third Party Deposit Fee				\$500	
Water Sales - Third Party Usage Fee				\$10/thousand gallons	
Water Connection Fee				\$2,107/unit	
Water Trunk Fee				\$3,615/unit	
Commercial/Industrial Water Trunk Fee				\$3,615/Unit or \$13,193.43/Acre	
Storm Water Area Charge				\$3,507.88/acre	
Storm Water Drainage Utility Conn. Fee				\$1,235.86/unit	
Sewer Availability Charge (MCES)				\$4,485/unit	
Sewer Connection Fee (City)				\$2,036/unit	
Sewer Trunk Fee				\$4,056/unit	
Commercial/Industrial Sewer Trunk Fee				\$4,056/Unit or \$14,802.92/Acre	
* The number of units charged for water and sewer shall be calculated in accordance with Council Handbook on SAC/WAC					
Penalty Fee for Non-Application				\$500/incident	
Commercial Erosion Control				125% of value of required BMP	
BUILDING PERMIT FEES					
Building Permit Fees					
Building Inspection Costs		Building Inspection Fee	Administrative Fee	State Surcharge Fee	Total Fee
Permits based on valuation:					
Building Permit Fee		1997 UBC Fee Schedule		Valuation x .0005	
Plan Review Fee		65% of building permit fee			
Residential One and Two Family Dwellings Flat Fee Permits					
Re-roof		\$83.50	\$7.50	\$1.00	\$92.00
Re-side		\$83.50	\$7.50	\$1.00	\$92.00
Window/Door Replacement		\$83.50	\$7.50	\$1.00	\$92.00
Basement Finish		\$138.00	\$7.50	\$1.00	\$146.50

2018 FEE SCHEDULE

Deck	\$138.00	\$7.50	\$1.00	\$146.50
Above-ground Pool	\$115.00	\$7.50	\$1.00	\$123.50
Below-ground Pool	\$300.00	\$7.50	\$1.00	\$308.50
All Other Building & Construction Fees				
Inspection Fee (Sewer & Water)	\$50.00			\$50.00
Plumbing Permits				
<i>Commercial, Industrial and Multi Family Residential, Based on Valuation</i>				
	Base Permit Fee: Contract Price x .015			
	Plan Review: 65% of Base Permit Fee			
	State Surcharge: Contract Price x .0005			
<i>Residential One and Two Family Dwelling Flat Fee Permits</i>				
Plumbing System	\$104.50	\$7.50	\$1.00	\$113.00
Bathroom Finish	\$50.00	\$7.50	\$1.00	\$58.50
Lawn Sprinkler	\$50.00	\$7.50	\$1.00	\$58.50
Water Heater	\$50.00	\$7.50	\$1.00	\$58.50
Water Softener	\$50.00	\$7.50	\$1.00	\$58.50
Minimum Fee	\$50.00	\$7.50	\$1.00	\$58.50
HVAC (Heating, Ventilation and Air Conditioning) Permits				
<i>Commercial, Industrial and Multi Family Residential, Based on Valuation</i>				
	Base Permit Fee: Contract Price x .015			
	Plan Review: 65% of Base Permit Fee			
	State Surcharge: Contract Price x .0005			
<i>Residential One and Two Family Dwelling Flat Fee Permits</i>				
HVAC System	\$104.50	\$7.50	\$1.00	\$113.00
Factory Fireplace	\$50.00	\$7.50	\$1.00	\$58.50
Furnace Replacement	\$50.00	\$7.50	\$1.00	\$58.50
Air Conditioner	\$50.00	\$7.50	\$1.00	\$58.50
Garage Heater	\$50.00	\$7.50	\$1.00	\$58.50
Air Exchanger	\$50.00	\$7.50	\$1.00	\$58.50
Miscellaneous	\$50.00	\$7.50	\$1.00	\$58.50
Inspection Fee (Sewer & Water)			\$50	
Erosion Control Inspection Fee			\$550	
Erosion Control Escrow/Builders Deposit			\$2,100	
Landscape Escrow (Residential)			\$3,000	
Landscape Escrow (Commercial)			125% of value of Landscape Plan	
Water Connection Fee			(See Utility Fees)	
Sewer Connection Fee (City)			(See Utility Fees)	
Sewer Availability Charge (MCES)			(See Utility Fees)	
Sewer Trunk Fee			(See Utility Fees)	
All Other Building Inspection Fees			\$50/hour	
Use of Outside Consultants			actual costs	
Right-of-Way & Easement Fees				
	Registration Fee (All Permits)			\$25
	Small Utility Permit Fee			\$125
	Street Excavation Permit Fee (sewer/water)			\$300
	(Driveway improvements will be covered under Registration Fee)			
Applicant is responsible for all fees incurred for plan review and processing of any building permit, even if the applicant decides not to complete the application process.				
Upon the City and Applicant entering into a Deferred Payment Agreement in a form approved by the City Council under the City's Utility Connection Deferral Program, the City will allow Applicants applying for a Residential Family One or Two Family Dwelling Building Permit, the option of deferring payment of the Utility Fees upon execution of a Deferred Payment Agreement and providing the required letter of credit as security for payment of the Utility Fees. Applicants would be required to pay the Utility Fees prior to the earlier of: (i) issuance of a certificate of occupancy or temporary certificate of occupancy; or (ii) one year after execution of the Deferred Payment Agreement.				
LAND USE PERMIT FEES (ZONING AND SUBDIVISION)				
Land Use Permits (Non-Administrative)*				
	Comprehensive Plan Amendment			\$400 + \$1,000 escrow
	Annexation			\$400 + \$5,000 escrow
	Ordinance Amendment - Text			\$300 + \$5,000 escrow
	Ordinance Amendment - Official Map/Rezone (< 2.5 acres)			\$250 + \$5,000 escrow
	Ordinance Amendment - Official Map/Rezone (> 2.5 acres)			\$600 + \$5,000 escrow

2018 FEE SCHEDULE

	Subdivision (for Plats, CIC, and RLS) - Concept/Sketch Plan	\$400 + \$5,000 escrow
	Subdivision (for Plats, CIC, and RLS) - Preliminary Plat	\$400 + \$5,000 escrow in addition to \$750/ac (minimum of \$5,000)
	Subdivision (for Plats, CIC, and RLS) - Final Plat	\$400 + \$5,000 escrow in addition to \$750/ac
	Park Dedication - Residential	\$2,000 per dwelling/unit/lot
	Park Dedication -Commercial (excludes industrial)	\$2,800 per acre
	Park Dedication - Non Residential /Non Commercial	\$1,000 per acre
	Planned Unit Development (PUD) - Concept/Sketch Plan	\$400 + \$5,000 escrow
	Planned Unit Development (PUD) - Development Stage	\$400 + \$5,000 escrow
	Planned Unit Development (PUD) - Major Amendment/Modification	\$400 + \$5,000 escrow
	Variance	\$250 + \$1,000 escrow
	Conditional Use Permit (CUP)	\$400 + \$5,000 escrow
	Conditional Use Permit (CUP) - Major Amendment/Modification	\$400 + \$5,000 escrow
	Interim Use Permit	\$400 + \$1,000 escrow
	Interim Use Permit – Home Occupation	\$250
	Site Plan Review (Single Family Homes Are Exempt)	\$400 + \$1,000 escrow
	Vacation of Right-of-Way or Easement	\$400 + \$1,000 escrow
	Filling/Grading Permit (Major)	\$400 + \$1,000 escrow
Land Use Permits (Administrative)*		
	Administrative Use Permit - General	\$250
	Administrative Subdivision (Lot Split)	\$250
	Planned Unit Development (PUD) - Minor Amendment/Modification	\$400 + \$1,500 escrow
	Conditional Use Permit (CUP) - Minor Amendment/Modification	\$400 + \$1,000 escrow
	Fence (3 ft. - 6 ft. in Height)	\$118.50
	Fence - Encroachment Agreement	\$75
	Sign - Permanent	
	Wall/Building Sign	\$50
	Freestanding Sign	\$150
	Sign - Temporary	\$0
	Temporary Commercial Seasonal / Outdoor Sales Permit	\$50
	Model Home / Temporary Real Estate Office	\$50
	Zoning Letter Request	\$50
	Wetland Applications (pursuant to Wetland Conservation Act)	\$400 + \$1,000 escrow
	Filling/Grading Permit (Minor)	\$50
	Easement Encroachment Request	\$150
(* - applicant is also responsible for all consulting fees such as Engineering, Legal, Planning, etc.)		
SPECIAL MEETINGS*		
	City Council	\$400
	Planning Commission	\$400
	Park Board	\$400
(* - applicant is also responsible for all consulting fees such as Engineering, Legal, Planning, etc.)		
LIQUOR FEES		
	On-Sale Liquor License	\$2,000
	On-Sale Liquor License Elko Speedway Facility	\$2,000
	Off-Sale Liquor License	\$100
	On-Sale Sunday Liquor License	\$200
	On-Sale 3.2% Liquor License	\$200
	Off-Sale 3.2% Liquor License	\$50
	Wine	\$1,000
	On-Sale Investigation Fee for New License	\$250
	Temporary Liquor License	\$25/event
	Temporary Amendment to Liquor License Fee	\$100/event
	Amendment to Liquor License Fee	\$400
	Temporary Expansion of Liquor License Premises	\$100
BUSINESS RELATED FEES		
	Race Track Permit Fee	\$1,171
	Race Track/Motocross Special Event Fee	\$300
	Motocross Permit Fee	\$451

2018 FEE SCHEDULE

Midget Track Permit		\$180
Amendment to Speedway Schedule		\$100/event
Outdoor Concerts & Events		
	Single Event	\$100/event
	Multi-Day Event	\$100/event
	Seasonal Permit prior to April 1st (minimum 2 events)	\$50/event
	Seasonal Permit after April 1st (minimum 2 events)	\$100/event
	Short term outdoor sales event	\$100/event
	Minor Event Fee	\$50/event
Amendment to Seasonal Permit		\$100/event
Fireworks Permit		\$100
Gambling Permit		\$100
Gambling Permit - Statutory Exempt Entities		\$0
Gambling Investigative Fee		\$50
Special Gambling Permit-1 Day Raffles		\$35
Annual SOB License		\$5,000
New SOB Investigation Fee		\$1,500
New Officer SOB Investigation Fee		\$250
Peddler/Transient Merchant		\$65/year per person
Tobacco License		County will handle
Business Assistance Application - Less than \$150,000		\$2,500
Business Assistance Application - More than \$150,000		\$5,000
MISCELLANEOUS FEES		
Dog License (All Types)		\$5
Kennel License and Renewals		\$50
Impound Fees		Animal fees will be covered through the MN Critter Getters contract and billed back to resident
Animal Shelter License		\$500.00
Rental Park Shelter - Citizens		\$150 includes sales tax
Rental Park Shelter - Non-Citizens		\$200 includes sales tax
Rental Key/Security Deposit		\$200
Weed Removal / Mowing		Cost +MN and County sales tax
Permit for Target Practice		\$5
Open Burning Permit		Free
Vehicle Impound Fee		
	Towing	Cost
	Storage	\$5/day for City impound
	Storage	Cost for Other impound
Special Hunts		\$100
Mixed Municipal Solid Waste & Recyclable Material Collection Fee		\$250
ADMINISTRATIVE FEES		
Administrative Fee for Refunds of Credit Balances in Utility Billing		\$25
Assessment Search Fee		\$25
Certification of Delinquent Bills		\$50 +interest rate
Copies		25 cents/page +MN and County sales tax
	Copies of Maps	\$1 +MN and County sales tax
	Copies of Maps - Colored 11 x 17	\$5 +MN and County sales tax
	Data Disclosure Request Copies	25 cents/page +MN and County sales tax
Fax Charge		35 cents/page +MN and County sales tax
Mileage		Current IRS Rate
Notary Fee (pursuant to MN State Statute)		\$5 + \$1/page for copies

2018 FEE SCHEDULE

NSF Returned Check Fee	\$30
Postage/Certified Mail	Current Rate
Utility Billing/Customer List Request	25 cents/page +MN and County sales tax
CD/DVD Reproductions	\$15 +MN and County sales tax
Staff Time (1 hour minimum / 1 hour increments)	\$30/hour
Witness Fees	Hourly Rate Equivalent to Employee's Effective Hourly Rate Based on Salary plus Employer Paid Benefits for preparation; travel and attendance as a witness, together with City's standard mileage reimbursement
Zoning Ordinance Copy	Cost
Subdivision Ordinance	Cost
Code Book (Includes Zoning Ordinance)	Cost
Comprehensive Plan	Cost
EQUIPMENT CHARGES	
Batwing Mower	\$60/hour*
Skid Loader & Attachments	\$60/hour*
1 1/2 Ton Truck & Attachments	\$70/hour*
Snow Blower (walk behind)	\$15/hour*
Weed Whip	\$15/hour*
Lift Truck	\$80/hour*
Pick Up	\$50/hour*
Jack Hammer	\$30/hour*
Brush Hog (walk behind)	\$30/hour*
Trailer	\$30/hour*
Gator	\$30/hour*
Dump Truck – single axel	\$70/hour
Dump Truck – single axel with plow equipment	\$90/hour
Wheel Loader	\$70/hour
Wheel Loader with plow and wing	\$90/hour
Articulating Tractor with blower/ditch mower	\$90/hour
Municipal Tractor/sidewalk machine	\$60/hour
Bituminous Hot Box	\$50/hour
Asphalt Roller	\$40/hour
12 Inch Tree Chipper	\$40/hour
Materials	Cost
Staff Time	\$30/hour*
*1 hour minimum and 1 hour increments	



STAFF MEMORANDUM

SUBJECT:	Monthly Public Works Report – December 2017
MEETING DATE:	January 11, 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 December.

DISCUSSION:

- Steve Korbelt has been hired to fill the vacant Seasonal Maintenance Worker position that was previously held by Payton Hill. Steve started working on December 11th and has been busy learning his plow route as well as other tasks associated with the job.
- Public Works Staff had started to flood rinks in early December when the temperatures had dropped well below freezing. Unfortunately, flooding had to stop for a couple weeks while the temperatures were above freezing. Late in December, Staff was able to continue flooding the rinks. Little Windrose was open just before the weekend of Christmas, and Wagner was open the following week. Public Works will continue to sweep, shovel, and flood the rinks on a daily basis throughout the season as weather permits.
- As a result of the cold weather and lack of snow during December, Staff was able to complete a number of inside projects around City Hall. Staff cleaned all of the carpets, replaced light bulbs, hung new blinds and also painted the council chambers. As time permits, Staff will continue to work on indoor building maintenance items throughout the winter.
- Staff has had four Snow & Ice Control events in December. All of the events have had very low snowfall totals, but very cold temperatures. Knowing that the first snowfall of the year can be tricky, Staff came in an hour earlier than normal so nobody had to feel rushed and could take their time getting familiar with the equipment again. 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. Staff was able to pre-treat the streets before two of the events. However, due to the variables listed above, it is not always feasible to pre-treat the streets before an event. Senior Staff members have taken this time to train the newer employees on practices and procedures during an event. The newer employees have a significant amount to learn during Snow & Ice Control events, and will take some time to get a handle on everything. So far they have done an excellent job learning their routes.
- Public Works assisted with the installation of the automatic hand dryers at the Wagner Park Shelter.
- 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.
- Public Works has been working on getting a 525 gallon gas tank and a card reader system to allow more than just Public Works to fill up at the campus. Currently there is a bulk diesel tank that is only used by Public Works. With only one user it is very easy to track the fuel usage. Once the card reader system is in place, Police, Fire and Public Works will all be able to fill up at the campus. Staff will be able to track and allocate fuel

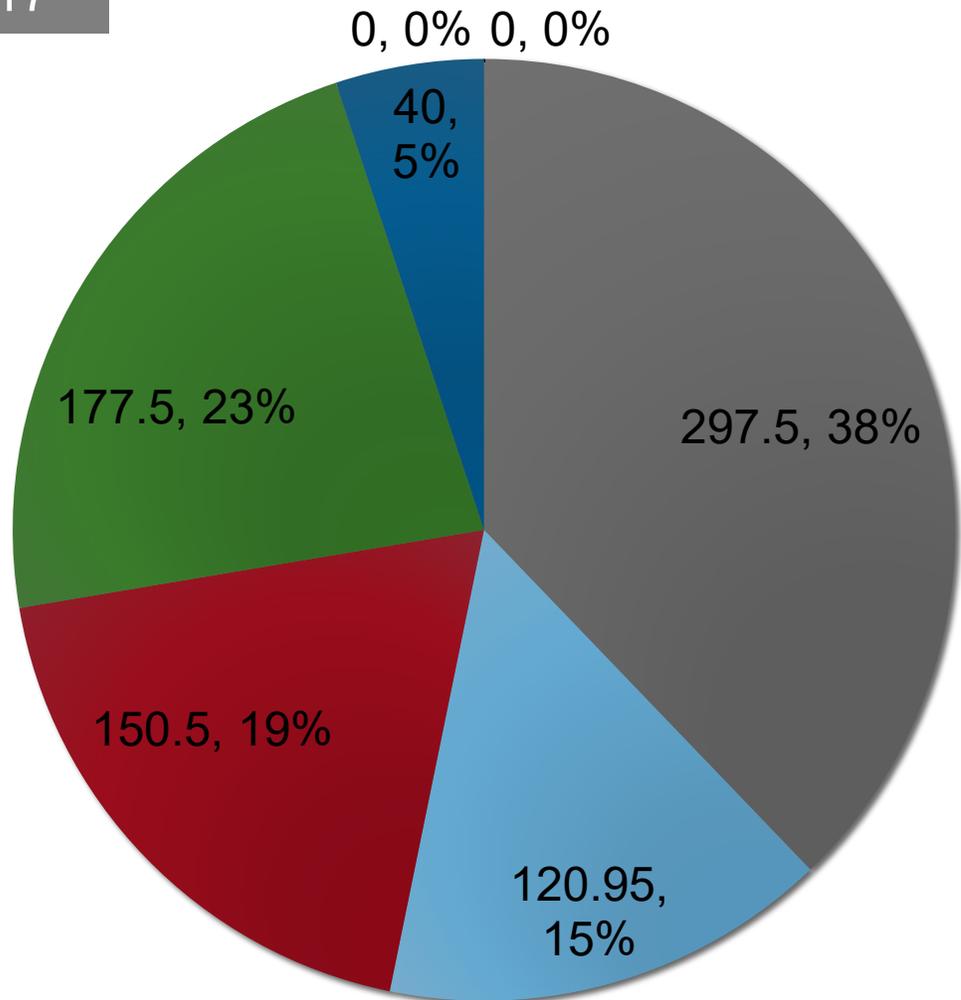
costs throughout the different departments. The City will be able to save on fuel costs by purchasing in bulk. It can be much easier to maneuver larger equipment in the open space at the campus as compared to filling up at the gas station in town. Staff will continue to work on this and will hopefully have a system in place sometime before spring. It should be noted that this system will be funded through the normal operating budget.

- Staff continued to trim up trees in park areas 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

December 2017

Total Hours:
786.45



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

Pictures









STAFF MEMORANDUM

SUBJECT: Monthly Police Activity – December 2017
MEETING DATE: January 11, 2018
PREPARED BY: Steve Mortenson, Chief of Police
REQUESTED ACTION: Information Only.

COMMUNITY VISION:

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- Promote a diverse commercial base including light industrial and facilitating planned redevelopment which will be aesthetically pleasing with architectural standards that promotes quality development
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- 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

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- Enhance quality of life through parks, trails, recreational programming and cultural events
- The development of residential lots and an increase in residential building permit activity

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

DISCUSSION:

December 2 – Chief Mortenson attended the third annual City Christmas Tree Lighting ceremony.

December 13 – Chief Mortenson attended training “Law Enforcement Solutions to the Mental Health Crisis” sponsored by the MN Chiefs of Police Association. Training consisted of discussion regarding the extent of the problem, how did we get to this point, what is being done today and where do we go from here. Ken Barlow, meteorologist from KSTP 5 news was a keynote speaker and spoke about what it is like to live through mental health issues.

December 14 – Officer Melissa Wirtz again assisted staff at Southern Valley Alliance for Battered Women with the “Gifts of Hope” annual program. The purpose of this program is to assist women and their children with providing them with basic care need products and toys for children who otherwise would not have some of these items over the holiday season. Officer Wirtz assisted the women and children with picking out items needed and loading them into their vehicle.

December 14 – Officer Josh Gareis attended the county wide “Shop with a Cop” program held at Target in Shakopee. All eight law enforcement agencies participated in this program and Officer Gareis was teamed up with a Shakopee Police Officer by assisting three children by shopping with them for gift for them and their parents. See photographs.

December 14 - Staff participated in the police department’s third annual “Shop with a Cop” program. Four children from a local family were sponsored and staff shopped with them at the Walmart in Lakeville. The children were recommended for the program by staff at Eagle View Elementary. Fundraising coordination for this event was sponsored by the Elko New Chamber of Commerce who also had a representative assist staff with the shopping. See photographs.

December 28 – Staff participated in the POST Board required annual “Low Light/Inclement Weather” firearms shoot. Staff trained in the use of their duty handguns and long guns, shooting in low light/no light and cold weather conditions. The temperature at the time of the shoot was approximately 5 degrees Fahrenheit.

Attachments:

- Photographs

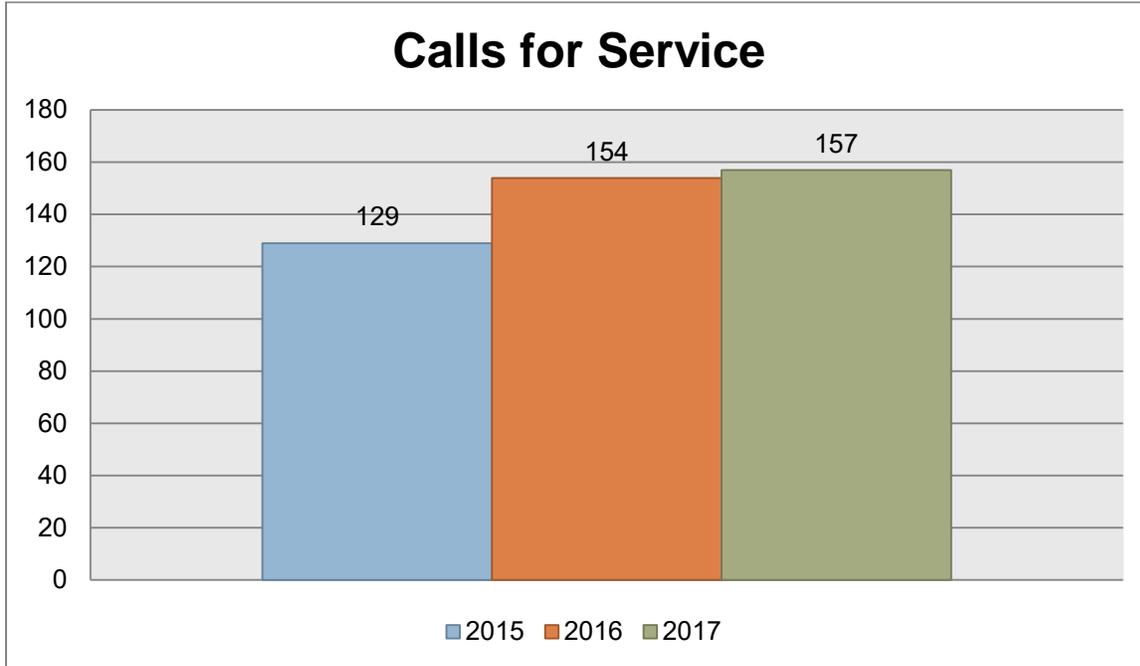
STATISTICAL INFORMATION – DECEMBER 2017

Types of calls officers responded to:

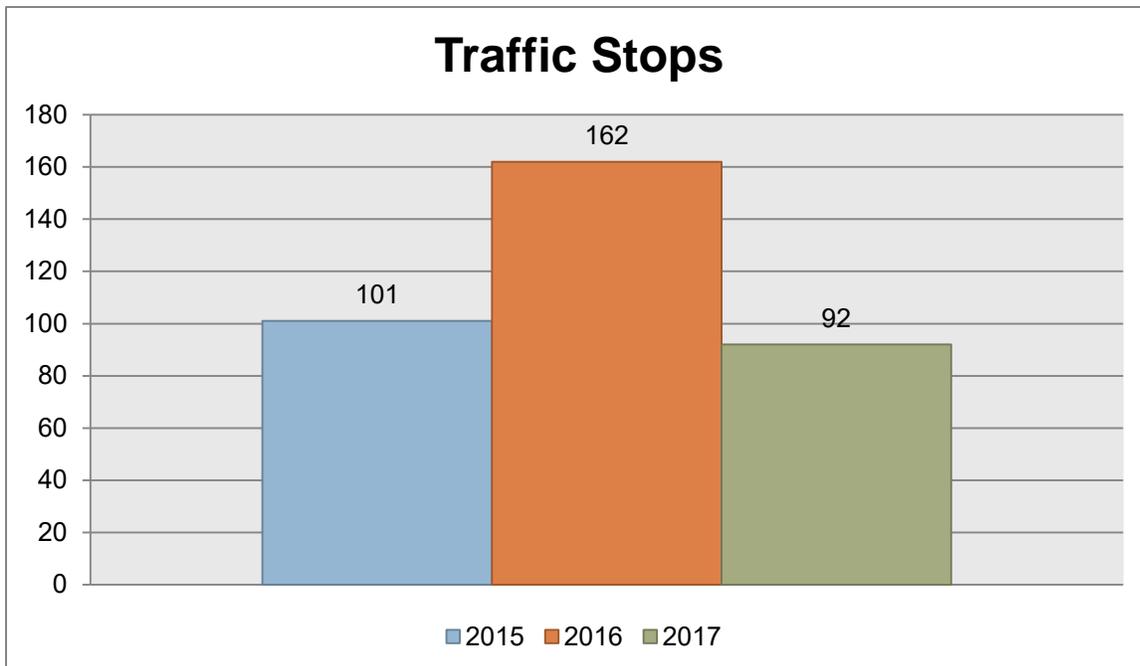
- 1 DWI Arrest – (an adult male was arrested for 4th degree DWI and 3rd degree test refusal.)
- 1 1st Degree Burglary/2nd Degree Assault/Gross Misdemeanor Violate Harassment Restraining Order (Officer responded to a call of a burglary in progress of an occupied home where the suspect was in possession of a knife. The suspect had held the victim hostage for almost 2 hours. Suspect was found and arrested nearby the residence. The knife was recovered at the scene. The suspect had just been released from the Dakota County Jail the day before where he served 30 days for violation of harassment restraining order involving the same victim.)
- 1 Death Investigation (Officer responded to a call of a male found on the garage floor not breathing. Upon the officer's arrival, it was apparent that the victim had been there for quite some time as no life saving measures could be performed. The victim is known to the police and is also a known drug user. An autopsy was performed by the Hennepin County Medical Examiner's office. The case remains under investigation until the autopsy and all medical examiner reports are received by the police department.
- 5 Mental Health (officers responded to mental health calls and in all cases placed the person on a 72 hour Health & Safety hold. Cases involved adult male and females. In one case, the person had a loaded handgun sitting on the kitchen table. The officer ended up taking the handgun and 5 long guns out of the residence to hold for safekeeping until another family member could come pick up the guns.)
- 1 Domestic (verbal only, no assault.)
- 2 Disturbances
- 10 Medicals
- 3 Fraud
- 2 Theft
- 5 Alarms (All false.)
- 2 Harassing communications
- 1 Noise complaints
- 2 Motor vehicle crash
- 1 Motor vehicle crash involving a deer
- 13 Suspicion (Includes: Suspicious activity, vehicles and people.)

A total of 2 people, both adult males were arrested and transported to the Scott County Jail in December.

Calls for Service:

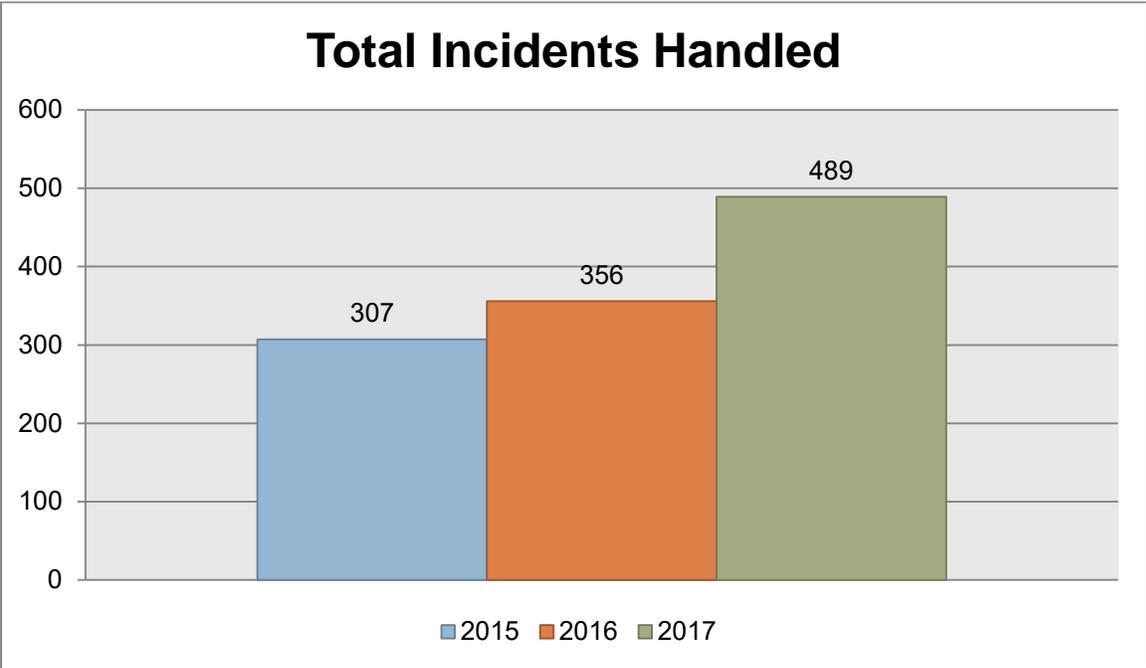


Total Traffic Stops:



92 traffic stops were conducted in December 2017. **84** warnings issued and **8** citations issued for speed, stop sign violation, no proof of insurance/no insurance, and driving after revocation.

Total Incidents Handled:





















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

MEMORANDUM

TO: CITY COUNCIL, PLANNING COMMISSION, EDA & CHAMBER OF COMMERCE
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
SUBJECT: COMMUNITY DEVELOPMENT UPDATES
DATE: JANUARY 2, 2018

Background / History

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

Boulder Heights – Residential subdivision containing 53 lots. The developer began grading the site and also began the installation of municipal utilities during the late fall and early winter of 2018. Shortly before Christmas the developer ceased work for the winter. Utility and grading work will resume in the spring as weather permits.

Christmas Pines – The development received preliminary plat approval in June. The City issued a Notice of Decision on the wetland boundary and type application on 5.18.17. The application for wetland replacement was approved by the City Council on 10.26.17. Staff met with the developer to review outstanding issues and draft development contract on 8.30.17, and an email outlining all outstanding items was sent to the developer on 9.11.17. The City is waiting for revised plan submittals and information from developer. Further movement on the project is in the developer's court.

New Market Bank Addition / Elko New Market Commerce Center – The building permit application was issued and a groundbreaking ceremony was held on Thursday, 10.5.17. Construction is underway and expected to take approximately six months. Curbing is installed and the first layer of bituminous is on the parking lot. Framing is underway at this time. A permit has been received for finishing the interior space for the New Market Bank (east end of the building). Separate permits are needed to finish the interiors of each tenant space.

Boulder Pointe 6th Addition – An amendment / restatement of the original PUD / townhome development was approved by the City on 8.24.17. The amendment allows more flexibility for the developers in terms of housing styles, and reduces the required setbacks between the units. Thirteen additional units can be constructed in the townhome development; one spec home is now under construction. The owner of several lots has recently completed grading work required under the originally approved subdivision grading plan.

Community Development Updates

1/2/18

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Warren Barsness – An application for wetland boundary and type concurrence, and wetland replacement plan was submitted, but were withdrawn on 8.10.17. A previous grading permit that allowed the property owners to bring in up to 20,000 yards of fill expired on 10.4.17. Other than administration of the grading permit, staff has had no contact regarding development of the site since August of 2017.

Dakota Acres / Syndicated Properties –The City Council sold 13 platted townhome lots and a 2.1 acre outlot to Syndicated Properties on 10.23.17. Syndicated purchased the property with the intention of constructing approximately 41 rental townhomes. City officials that were previously appointed to the Dakota Acres Board of Directors have since resigned and a new board of directors was established on 11/27/17. The buyer has submitted a concept plan for review and comment by City staff.

Dakota Acres / City Owned Property - The City continues to own a 3.1 acre parcel to the west of the property purchased by Syndicated Properties. There are currently two parties expressing mild interest in the remaining property. One interested party is pursuing an investor and operator for an assisted living facility. The current asking price for the property, based on an appraisal, is \$285,000.

Adelmann Property – City staff has been working with the Adelmann family to develop a preferred concept development plan for their properties currently located in New Market Township along Co Rd 2, and west of I-35. The consultant has prepared some concept development plans and requested specific land use categories for their property that they presented to the Planning Commission over the past three months. This project is a result of a Scott County CDA grant provided to the City. A second grant has also been awarded to the City which allows completion of an AUAR, wetland inventory and tree inventory on the properties.

Pete's Hill Park – Staff has been regularly communicating with the property owner for this potential residential development project containing 44 single family lots and located immediately south of Pete's Hill Park. The wetland boundary and type concurrence applications have been submitted to and approved by the Township. The most recent concept development plan was submitted to the City on 11.22.17. Staff provided a revised development fee estimate to the property owner on 8.10.17. The property owner continues to look for a developer to develop the property. Topography, wetlands and trees add to the challenge of developing the property. The project requires annexation of property from New Market Township.

Grocery Store Leads – There are no current grocery store or C-store leads/inquiries. Staff received several inquiries in the spring of 2017; activity regarding these leads has ceased, at least for the time being. Staff recently provided market information to the mayor for conveyance to HyVee.

Coffee Shop – A building permit has been issued for a tenant finish permit in the Joe Friedges strip mall on Church Street. The permit was for a remodel to finish the former Helen's Café space as a coffee shop. Staff understands that the coffee shop is expected to open in January.

Farmer's Insurance – A Farmer's Insurance office opened at 541 Main Street.

Gift Shop – A new gift shop has opened in the space formerly occupied by the Crowned Cottage, located at 531 Main Street.

Building Permits – The City issued eleven residential building permits in 2017.

Park I-35 –A proposal for the Park I-35 site has been submitted for the Amazon Headquarters, in conjunction with Scott County. The State of Minnesota submitted multiple sites in the Twin Cities and there were 238 sites submitted across the country. Amazon’s “short list” of sites is expected in early 2018. There have been no active inquiries/leads for the industrial park since the spring of 2017, other than the Amazon Headquarters. Ryan Companies recently indicated that they may be receiving an RFP for the property for a large distribution center.

**ELKO NEW MARKET PARKS COMMISSION
TUESDAY, DECEMBER 12, 2017
REGULAR MEETING MINUTES**

PRESENT:

Present at Roll Call were Commissioner Emily Dornseif; Commissioner Dennis Melgaard; Commissioner Miller; and Chair Mike Sutton. Also present was Assistant City Administrator Mark Nagel.

CALL TO ORDER:

The meeting was called to order at 4:06 PM in Conference Room A at Elko New Market City Hall, 601 Main Street.

APPROVE AGENDA:

Mr. Nagel said there were no additions to the December meeting. Upon motion by Chair Sutton, seconded by Commissioner Dornseif, the December Meeting Agenda was unanimously approved by the Parks Commission.

CITIZEN COMMENTS:

There were no citizen comments made at the December Parks Commission Meeting.

APPROVAL OF MINUTES OF NOVEMBER 28, 2017 PARKS COMMISSION MEETING:

Mr. Nagel said that due to the short turnaround time, the November Parks Commission Meeting Minutes were not complete yet, so the item would need to be tabled until the January meeting. Upon motion by Commissioner Melgaard, seconded by Commissioner Dornseif, The Commission tabled the Parks Commission Minutes for the November 28, 2017 meeting until the January 9, 2018 Parks Commission meeting was unanimously approved by voice vote.

PETITIONS, REQUESTS, AND COMMUNICATION:

Mr. Nagel handed out the Fall issue of the 2017 Minnesota Recreation and Parks Magazine for informational purposes.

UPDATES:

Mr. Nagel reviewed the November 30, 2017 ENM Parks Commission Update, which contained 18 items, with the Commissioners. He noted that the streetlight for the Meadowridge Dr entrance to Pete's Hill Park was approved by the City Council at their December 7th meeting, including the conditions set by the Parks Commission, so he would be implementing the installation of the streetlight this Summer.

Chair Sutton reported that the next event for the CCEC would be the Egg Hunt and that the December meeting had been cancelled.

Mr. Nagel reported that the Merger History display case to be placed in the library was now constructed, but the display itself was still being worked on by the Executive Director. He hoped to have a future Parks Commission meeting at the Library to see it when it was done.

OLD/NEW BUSINESS:

Mr. Nagel presented an update on the request from the Elko Express Baseball team to construct an entrance near the grandstand that would enclose Old Elko City Hall Park playground equipment. He said that the team proposed leave the gate open for public use of the playground equipment at all times with exception of days when there were ball games. At the October meeting, the Parks Commission unanimously recommended that the request by the Elko Express Baseball team be approved by the City Council with the condition that the playground equipment be moved further to the west, if feasible. He passed out an email from the City Attorney that noted that fencing the Park would not meet the standard for Public Use, since there would be times that the Park would not be accessible; therefore, the fence would need to be placed such that the Park has full, 24/7 public access. He said that he will be meeting with team representatives on December 15th to convey the information to them and discuss options for placement of the fence.

The next step would be to review them with the City Attorney and be back to the Parks Commission at the January 9, 2018 meeting.

Mr. Nagel updated the Parks Commission on the proposed Winter programming for the 4 Thursdays in February, 2018 at the ENM Library Branch. He said that Jessica Davidson was still working on the programming for the 4 evenings, while Staff was securing the use of the Community Room for those 4 evenings. He hoped to have everything ready to go by the January Meeting. There was no further action on this Agenda Item.

Mr. Nagel said that he had completed the final draft of the Park Rental Form, which he handed out to Commissioners for review. He noted that he had received feedback on it from the City Attorney's Office and City Staff. He explained that the proposed increase fees to \$150 for residents and \$200 for nonresidents would be included under a separate City Council action in January, 2018, but that the revised Rental Agreement could be instituted immediately upon approval by the Parks Commission. Mr. Nagel, noting that this was the first revision of the Agreement since 2012, then reviewed the proposed revisions to the form, including a \$50 deduction from the deposit, if the key FOB was not returned by 4:30 PM the next business day; an additional clause that clarifies that rental of the Park Shelter does not include other park facilities and amenities; clarification of the inspection of the shelter after use by the renter; a rewritten "Renter's Responsibilities section; clarification of alcohol use; a clause that the Agreement cannot be transferred to another party; specific language indicating that reservations cannot be made without full payment of the rental fee and damage deposit; and other minor wording revisions. Commissioner Dornseif asked that Section D. Key FOB be clarified such that it stated that renters could pick up the key FOB any time during regular business hours a week before, rather than the current language, which seemed to indicate that it had to be picked up a week before the event. Upon motion by Commissioner Dornseif, seconded by Commissioner Melgaard, the revised Park Rental Form was unanimously approved by voice vote with the stipulation that the language in Section D. Key FOB be clarified by Staff.

Mr. Nagel reviewed the Annual Goals Process for 2018 with Commissioners. He said that a draft Memo of the 2017 Accomplishments would be presented to the Commission at the January 9, 2018 meeting to provide further background. More discussion would take place at the January Parks Commission Meeting with final approval of 2018 goals anticipated at the February, 2018 meeting. This year, he said, he asked City Council if they had specific goals and would be asking City Staff to do the same. At this meeting, he asked Parks Commissioners for additions

to the 14 goals he had drafted. Chair Sutton suggested 3 for consideration: the DeGross property for a Community Park; lighting the sledding hill at Windrose Park; and installation of the Little Free Libraries. Mr. Nagel said that he would add the 3 to the list and asked Parks commissioners to send additional ones to him before the January 9, 2018 parks Commission meeting. No further action was taken on this Agenda Item.

OTHER BUSINESS:

Mr. Nagel said that there was no Other Business to come before the Parks Commission for the December 12, 2017 Parks Commission meeting. He thanked the Commissioners for all of their work in 2017 on behalf of the City and wished them a Happy Holiday season!

NEXT MEETING:

The next meeting of the ENM Parks Commission was set for Tuesday, January 9, 2018 at 4:00 PM in Conference Room A of Elko New Market City Hall.

PARK COMMISSIONER COMMENTS:

There were no comments provided at the December Parks Commission Meeting by Parks Commissioners.

ADJOURNMENT:

There being no further business to come before the Parks Commission, upon motion by Commissioner Dornseif, seconded by Commissioner Miller, the meeting was adjourned by voice vote at 5:04 PM.

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

ENM Parks Commission Update

December 28, 2017

1. The City Council approved a budget of \$145,246.00 for the Parks Department for 2017. Through September, a total of \$86,613.70, or 59.63%, of the budget has been spent, which is well below the 75% budgeted level of expenditures after 9 months of the year.
2. I have received an estimate from S & S Tree Service for the cost for Emerald Ash trees that could be saved in City parks. As you may recall from the October 10th Parks Commission Meeting, there were about 17 of them that should undergo treatment to save them. This decision will be on the January, 2018 Parks Agenda, since the Emerald Ash Borer has now been found in Lakeville.
3. 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.
4. 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.
5. 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.
6. We will begin 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 is being co-sponsored with both New Prague Community Ed and Three Rivers Parks. So far, we have 2 families signed up. Again, it is being advertised on the City website and Facebook page.
7. The permanent display for the ENM Library has been constructed and delivered to the Library, but I’m still waiting for the actual display to be completed. I’m hopeful that I can unveil it at our February, 2018 Parks Commission Meeting.

8. I met with Jessica Davidson on possible events for the Winter Series at the Library on Wednesday, December 20th. She is currently putting together a 4-week program for Thursdays in February focusing on interactive events. It will be ready for approval at the January, 2018 Parks Commission meeting!
9. 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.
10. The Public Meeting on the Rowena Pond Park renovation was held on Thursday, October 26th from 5 PM to 7 PM a.t ENM City Hall. There were 10 residents that came through, including 2 of 3 residents that have homes directly adjacent to the park. I am pleased to report that they were in favor of the project, but we'll need to work together on drainage issues along the property lines, plus develop consensus on the plantings. The final concept approval was given by the Parks Commission at the November meeting. I am currently working with Jonathan Nelsen, BMI, to finalize the estimates, which I hope to have at the January, 2018 meeting. The next step is to schedule a meeting to present the recommendation to City Council early next year.
11. On Thursday, November 2nd, the Planning Commission considered allowing a variance for a garage addition at 230 St. Mary Street, which abuts park property. I sent an email to Parks Commissioners for input and heard back from two of you. Based on that input and that it meets all setback requirements, allowing the additional 8 feet of garage space did not seem to have any impact on Wagner Park. Visually, the existing fence should screen most of the garage addition from any Wagner park users. The approved the variance on December 7th.
12. 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 tea 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 will run by the City Attorney in early January.

13. 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 been in touch with MVEC on the installation and it will take place in mid-April, assuming the ground is thawed by then!
14. 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 are up for approval at the January 11th City Council Meeting.
15. In January 2018, we'll wrap up the 2018 Goals Process. I've asked the Council and Staff for their input on the Draft 2018 Goals that I presented at the December, 2017 Parks commission meeting. Any input I get, I will include for your review at the January meeting.
16. 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 will be reappointed to another 3 year term at a future City Council meeting.
17. A reminder that the next Parks Commission Meeting will be on Tuesday, January 9, 2018 at 4:00 PM at ENM City Hall.