

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, JUNE 14, 2018**

**BUSINESS MEETING
7:30 PM**

1. Call to Order

2. Pledge of Allegiance

3. Adopt/Approve Agenda

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

- a. Municipal Separate Storm Sewer Systems (MS4) Annual Meeting

5. Public Comment

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

6. Consent Agenda

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

- a. Approve May 24, 2018 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Adopt Resolution 18-32 Reporting Performance Measurements Results to Office of State Auditor (OSA)
- d. Approve an Agreement for Professional Services with Bolton & Menk Inc. (BMI) for Engineering Services
- e. Adopt Ordinance No. 172 Amending Title 11, Chapter 2-2 of the City Code Concerning Commercial Vehicle Definition
- f. Approve Website Domain Name Agreement with Neustar, Inc.
- g. Approve Agreement for Municipal Advisor Services Between the City of Elko New Market and Springsted
- h. Adopt Resolution 18-33 Appointing Lori Nelson to the Community and Civic Events Committee
- i. The Doublewide
 - i. Adopt Resolution 18-34 Approving Outdoor Concerts and Events
 - ii. Adopt Resolution 18-35 Approving Temporary Expansion of Licensed Premises

7. Public Hearings

8. General Business

- a. Request for Waiver of Expenses Related to Processing of Applications
- b. Approve Purchase Agreement Between City of Elko New Market and Global Properties, LLC
- c. Discuss Barsness Project Collection

9. Reports

- a. Administration
 - i. Discussion Regarding Legal Services Request for Proposals
- b. Public Works
 - i. Public Works Superintendent Monthly Report
- c. Police Department
 - i. Police Chief Monthly Report
- d. Fire Department
- e. Engineering
- f. Community Development
 - i. Draft May 29, 2018 Planning Commission Minutes
 - ii. Community Development Updates May 1, 2018
- g. Parks Department
 - i. 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
 - Steering Committee
 - Transportation Committee
 - Housing Committee
 - Workforce Committee

10. Discussion by Council

11. Adjournment



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: [952] 890-0509
Fax: [952] 890-8065
Bolton-Menk.com

MEMORANDUM

Date: June 14, 2018
To: Honorable Mayor and City Council
From: Rich Revering, PE – City Engineer
Subject: Municipal Separate Storm Sewer Systems (MS4) Annual Meeting
Elko New Market
T15.22000

INTRODUCTION

The City of Elko New Market is required to be covered under the above-referenced stormwater system permit program administered by the MPCA. The permit stipulates that the City must hold an annual meeting each year. The purpose of the meeting is for interested persons to comment or ask questions about the program.

DISCUSSION

Staff has been implementing the Best Management Practices (BMPs) identified in the City's Stormwater Pollution Prevention Program according to the schedules provided therein. A copy of the Program document is available upon request.

In summary, the document describes measures the City will take to protect and improve receiving waters from runoff from the City. The measures include educational efforts, public involvement, controlling illicit discharges, construction site treatments, post-construction runoff treatment, and good housekeeping of infrastructure.

Staff will field questions from Council, staff and public on the attached SWPPP presentation slides.

City of Elko New Market

ANNUAL STORMWATER MEETING

June 14, 2018

Purpose of the Meeting

- Raise awareness of the importance of good stormwater management



Purpose of the Meeting

- To give an update on the status of compliance with the MS4 Permit conditions and City's SWPPP implementation
 - What has the City done in 2017?
 - What is the City currently doing in 2018?
 - What does the City plan to do in the future?
- Requirement of MPCA for General Permit
 - Allow public comment

What is an MS4?

- A Municipal Separate Storm Sewer System (MS4) is a conveyance or system of conveyances designed and used for collecting stormwater, which includes roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm drains that is owned or operated by a government unit having jurisdiction under section 208 of the Clean Water Act that discharges to waters of the United States.

Background

- The MPCA designated, under Minn. R. Chapter 7090 that all Cities in urbanized areas must obtain an NPDES storm water permit
- Elko New Market met the requirements of a Mandatory MS4 as a community in an ‘urbanized area’
- The City received SWPPP approval and permit coverage from the MPCA in 2006
- The City operates under the conditions of the MPCA General Stormwater Permit
- Currently implementing the BMPs outlined in the SWPPP

What is a SWPPP?

- Storm Water Pollution Prevention Program
- Contains a list of 35 Best Management Practices (BMP's) to be implemented
- Targeted to address six minimum control measures (MCM's)
- Includes measureable goals
- Timelines established
- Educational goal for each MCM

SWPPP General Implementation Timeline

- June 1, 2006 – General MS4 permit issued and SWPPP implementation began
- 2008 – SWPPP was revised
- May 31, 2011 – MS4 permit expired, next permit starts
- August 1, 2013 – New MS4 General Permit went into effect
- February 20, 2014 – Elko New Market was issued permit coverage
- **July 31, 2018 – Current permit expires**

What is a BMP?



Best Management Practice

- Practice intended to control pollution
- Structural examples – sediment pond, grass filter strip, sump catch basins
- Non structural examples – education to reduce pollution, street sweeping, ordinances to protect water quality

Six Minimum Control Measures (MCM's)

- Public Education and Outreach
- Public Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post Construction Stormwater Management
- Pollution Prevention/Good Housekeeping for Municipal Operations

What was done in 2017?



- Published education articles
- Ongoing street sweeping
- Held annual SWPPP meeting
- Inspected the City's structural pollution control devices
- Started analyzing ponds for TSS and TP treatment effectiveness

What is the City currently doing in 2018?

- Continue Working on the new SWPPP requirements
 - ❑ Analyzing City ponds for TSS and TP treatment effectiveness
- Placing articles in the Elko New Market Newsletter
- Working to prohibit “non-stormwater” discharges to the system
- Implementing the 2013 MS4 General Permit requirements

What does the City plan to do in the future?

- Continue to implement the MS4 permit and SWPPP activities
- Evaluate stormwater ponds for their TSS and TP treatment effectiveness
- Inspect all outfalls
- Continue to educate city staff, developers, contractors, homeowners and general public on the importance of storm water quality
- Continue to provide articles for the Elko New Market newsletter
- **Prepare for the new MS4 permit that is planned to be reissued in January/February 2019**

Annual Report

- Submit annual report to MPCA by June 30, 2018
- Include comments received from public
- Notify MPCA of any changes to SWPPP
- Document number of persons present at annual meeting

Questions or Comments?



CITY COUNCIL WORK SESSION

May 24, 2018

Minutes

1. CALL TO ORDER

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

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

Members Absent: Councilmember Timmerman

Also Present: City Administrator Terry and City Engineer Revering

2. PRESENTATIONS

None

3. REPORTS

None

4. GENERAL DISCUSSION

2018 Community Survey Results

Peter Leatherman of The Morris Leatherman Company gave the Council a presentation on the 2018 Community Survey preliminary results.

5. REPORTS (Continued)

None

6. ADJOURNMENT

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

1) CALL TO ORDER

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

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

Members Absent: Councilmember Timmerman

Also Present: City Administrator Terry, Police Chief Mortenson, City Attorney Poehler and City Engineer Revering

2) PLEDGE OF ALLEGIANCE

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

3) ADOPT/APPROVE AGENDA

MOTION by Councilmember Berg, second by Councilmember Timmons to approve the agenda as presented. **APIF, MOTION CARRIED**

4) PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

Declaration of Elko New Market Fire Department and Police Department First Responders

The Scott County All Hazards Committee has recognized the Elko New Market Fire Department and Police Department for their commitment to excellence and pre-hospital care for the Citizens of Scott County. Mayor Crawford declared the week of May 20 – 26, 2018 as Emergency Medical Services (EMS) Week.

5) PUBLIC COMMENT

Scott County Commissioner Wolf gave the Council an update of activities within the County including:

- a) County is monitoring the bonding bill currently at the Capital
- b) County is starting discussions on their tax levy
- c) Current road projects around the County
- d) Scott County Commissioners will be going to Washington DC to discuss county issues
- e) Stop lights on CSAH2/I35 Bridge

Dan Chlan, residing at 26620 Natchez Avenue, addressed the Council regarding a water drainage issue. Engineer Revering informed Mr. Chlan that he would review any new information regarding his concern.

6) CONSENT AGENDA

MOTION by Councilmember Berg, second Councilmember Timmons to approve Consent Agenda as presented.

- a) Approve May 10, 2018 Minutes of the City Council Meeting
- b) Approve Payment of Claims and Electronic Transfer of Funds
- c) Adopt Resolution 18-28 Approving Outdoor Concerts and Events for Captain Black's Bar and Grille
- d) New Prague Hockey Association
 - i. Adopt Resolution 18-29 Approving a Premises Gambling Permit to sell pull tabs at Boulder Pointe Golf Club
- e) Action on Barsness Applications for Rezoning & Preliminary Plat Approval

APIF, MOTION CARRIED

7) PUBLIC HEARINGS

None

8) GENERAL BUSINESS

Adopt Resolution 18-30 Accepting 2017 Independent Audit

Each year the City of Elko New Market has an independent audit completed on the financial statements for the previous year. Matt Mayer of BerganKDV, the City's auditor gave the Council a presentation on the 2017 Audited Financial Statements.

MOTION by Councilmember Timmons, second by Councilmember Julius to adopt Resolution 18-30 Approving the 2017 Independent Auditor's Report. **APIF, MOTION CARRIED**

Letter of Support for Transit Services

City Administrator Terry, Minnesota Valley Transit Authority (MVTA) Representative Richard Crawford and the City Council discussed the request from MVTA for a letter supporting MVTA for the funding of a Pilot Transit Project to be included in the Scott County Capital Improvement Program. The Council discussed the pros and cons of endorsing the letter of support for MVTA.

MOTION by Councilmember Julius, second Councilmember Timmons to endorse MVTA request for submitting a letter of support for funding a Pilot Transit Project in the Scott County Capital Improvement Program. **APIF, MOTION CARRIED**

Scott County Transportation Improvement Program (TIP) Solicitations

Administrator Terry and the City Council discussed solicitations for the following three (3) projects that the City of Elko New Market would like included in Scott County’s 2019 – 2023 Transportation Improvement Program.

1. CSAH 2 from I-35 to Pillsbury
2. Interim interchange improvements
3. County participation in the CSAHs 2 and 91 roundabout

Staff requested the Council approve a revised approach to the roundabout request based on feedback in past years and information from Scott County officials. The Class III bikeways (trails) proposed for inclusion in the project by the City are eligible for Scott County participation per its Policies for Cost Participation with Municipalities, State of Minnesota and other Agencies. The bikeways are eligible for 50% County participation.

MOTION by Councilmember Timmons, second Councilmember Berg to approve submittal of CSAH2 from I35 to Pillsbury, Interim interchange improvements and County participation in the CSAHs 2 and 91 roundabout projects to Scott County to be included in their 2019 – 2023 Transportation Improvement Program: **APIF, MOTION CARRIED**

9) CLOSED MEETING TO DISCUSS BARSNESS PROJECT COLLECTION

Administrator Terry and the Council discussed the option of closing the regular Business Meeting to discuss this item. The Council decided not to close the Business Meeting to discuss Barsness Project Collection.

Mayor Crawford suggested the Council table this discussion until the next City Council Meeting due to some local investors showing an interest in this development. After discussing the Barsness Project Collection item, and noting the absence of Councilmember Timmerman, Council decided to table the discussion until the next Council Meeting when the full Council would be present.

MOTION by Councilmember Julius, second Councilmember Timmons to table the discussion regarding Barsness Project Collection until the June 12, 2018 City Council Meeting. **APIF, MOTION CARRIED**

10) REPORTS

- a) ADMINISTRATION
None
- b) PUBLIC WORKS
None
- c) POLICE DEPARTMENT
None

- d) FIRE DEPARTMENT
Administrator Terry updated the City Council that interviews for firefighters will be taking place in a week or so.
- e) ENGINEERING
Engineer Revering gave the Council a brief update on a possible Scott Watershed Management Organization grant on water quality improvements.
- f) COMMUNITY DEVELOPMENT
Community Development Specialist Christianson gave the Council updates on meeting with a national builder, potential annexation for a thirty-one (31) residential lot subdivision and that the City received an offer on the remaining Dakota Acres property.
- g) PARKS DEPARTMENT
Draft May 10, 2018 Parks Minutes included in Council Packet.
- h) OTHER COMMITTEE AND BOARD REPORTS
 - i. SCALE
None
 - ii. MVTA
None
 - iii. I35 SOLUTIONS ALLIANCE
None
 - iv. CHAMBER OF COMMERCE
Councilmember Julius informed the Council that the Chamber will be holding a ribbon cutting at New Market Bank on May 31 2018.
 - 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

11) DISCUSSION BY COUNCIL

Councilmember Timmons gave an update on the Scott County Human Resources Meeting she recently attended which included discussions on:

- Scott County Mental Health Center (SCMHC) will receive grant funding to continue to provide school-linked mental health services in local schools.
- Bonding request for additional buildings

Councilmember Julius informed the Council that members from Families and Individuals Sharing Hope (FISH) and the City of Elko New Market will be meeting prior to the New Market Bank Ribbon Cutting Event.

Mayor Crawford discussed his attending a meeting in New Prague put on by Mayo Clinics. Mayo Clinics did not realize that there currently was not a medical clinic in Elko New Market. In the next few weeks, representatives from Mayo Clinics will be contacting Administrator Terry to schedule a meeting to discuss feasibility of a Mayo Clinic in the City of Elko New Market.

Mayor Crawford also stated that at the last Steering Committee Meeting it was mentioned that the Transportation Committee is working with Families and Individuals Sharing Hope (FISH) on expanding the repair program out of Jordan.

12) ADJOURNMENT

MOTION by Councilmember Julius, second by Councilmember Timmons to adjourn the meeting at 9:01 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	June 14, 2018
PREPARED BY:	Lelia Leonhardt, Accountant
REQUESTED ACTION:	Approve Payment of Current Claims

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

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

BUDGET IMPACT:

Budgeted

Attachments:

- Check Summary Register

CITY OF ELKO/NEW MARKET

*Check Summary Register©

June 2018

Name	Check Date	Check Amt
AUTO PAYS		
Paid Chk# 005540E HEALTH PARTNERS	6/1/2018	\$12,706.91 MEDICAL INS - JUNE
Paid Chk# 005541E SUN LIFE FINANCIAL	6/1/2018	\$1,132.48 Life Insurance
Paid Chk# 005542E DELTA DENTAL OF MINNESOTA	6/1/2018	\$934.80 DENTAL INS - JUNE 2018
Paid Chk# 005543E INTERNAL REVENUE SERVICE	5/31/2018	\$10,585.01 Vendor Liability
Paid Chk# 005544E MN DEPT OF REVENUE	5/31/2018	\$2,149.56 Vendor Liability
Paid Chk# 005545E PERA	5/31/2018	\$8,206.06 Vendor Liability
Paid Chk# 005546E NEW MARKET STATE BANK	5/31/2018	\$15.00 MAY PAYROLL ACH FEE
Paid Chk# 005547E HEALTH EQUITY, INC.	5/31/2018	\$591.53 H.S.A. Employee contribution
Paid Chk# 005548E XCEL ENERGY	6/1/2018	\$4,674.89 601 Main Street
Paid Chk# 005549E PSN	6/4/2018	\$1,078.01 Webstore/Credit Card Processin
Paid Chk# 005550E MINNESOTA ENERGY	6/14/2018	\$60.70 26518 France Avenue
Paid Chk# 005551E MINNESOTA ENERGY	6/14/2018	\$20.62 26518 France Avenue
Paid Chk# 005552E XCEL ENERGY	6/21/2018	\$177.18 Storage
Paid Chk# 005553E XCEL ENERGY	6/22/2018	\$159.67 Lift Station / 10010 Ptarmigan
Paid Chk# 005554E XCEL ENERGY	6/25/2018	\$2,905.76 25499 Natchez Ave - Water Trea
Paid Chk# 005555E XCEL ENERGY	6/22/2018	\$1,435.25 Park Shelter - 26518 France Av
Paid Chk# 005556E XCEL ENERGY	6/21/2018	\$1,096.08 26536 France Ave
Paid Chk# 005557E MN VALLEY ELECTRIC	6/9/2018	\$10.74 City of Elko Park, Elko
Paid Chk# 005558E XCEL ENERGY	6/21/2018	\$399.49 Library - 100 J Roberts Way
Paid Chk# 005559E MN VALLEY ELECTRIC	6/22/2018	\$1,385.20 Streetlights, Elko
Paid Chk# 005560E MN VALLEY ELECTRIC	6/9/2018	\$78.32 Glenborough Dr & Chowen
Paid Chk# 005561E MN VALLEY ELECTRIC	6/22/2018	\$34.91 Whispering Creek Lights
Paid Chk# 005562E MN VALLEY ELECTRIC	6/22/2018	\$34.45 27059 Beard Ave Lift Pump
Paid Chk# 005563E MINNESOTA ENERGY	6/18/2018	\$22.23 408 Carter Street
Paid Chk# 005564E MINNESOTA ENERGY	6/18/2018	\$23.76 359 James Parkway
Paid Chk# 005565E MINNESOTA ENERGY	6/18/2018	\$60.07 110 J Roberts Way - Library
Paid Chk# 005566E MINNESOTA ENERGY	6/14/2018	\$21.42 26518 France Avenue
Paid Chk# 005567E MINNESOTA ENERGY	6/14/2018	\$70.56 PW Facility - Gas Utilities
Paid Chk# 005568E MINNESOTA ENERGY	6/13/2018	\$330.83 25499 Natchez Ave - WTP
Paid Chk# 005569E MINNESOTA ENERGY	6/21/2018	\$45.95 50 Church Street
Paid Chk# 005570E MINNESOTA ENERGY	6/21/2018	\$77.73 601 Main Street
Paid Chk# 005571E MINNESOTA ENERGY	6/21/2018	\$22.98 151 Williams Street
Paid Chk# 005572E HEALTH EQUITY, INC.	6/7/2018	\$35.40 Monthly Health Equity Account

Total Checks \$50,583.55

PRE-PAID

Paid Chk# 038520 UNITED STATES POSTAL	5/21/2018	\$318.62 POSTAGE - NEWSLETTER
Paid Chk# 038521 PAYROLL	5/31/2018	\$69.26
Paid Chk# 038522 PAYROLL	5/31/2018	\$429.25
Paid Chk# 038523 PAYROLL	5/31/2018	\$69.26
Paid Chk# 038524 STEPHANIE KNUTSON	6/1/2018	\$50.00 REFUND CHICKEN PERMIT FEES
Paid Chk# 038525 EMERGENCY AUTO TECH INC	5/31/2018	\$4,778.43 REISSUE CK #38451

Total Checks \$5,714.82

CHECK REGISTER

Paid Chk# 038526 ACE HARDWARE & PAINT	6/14/2018	\$33.34 BUILDING MAINTENANCE
Paid Chk# 038527 ACE HARDWARE & PAINT2	6/14/2018	\$356.15 WATER REPAIRS
Paid Chk# 038528 ACE HARDWARE & PAINT4	6/14/2018	\$97.54 PW - SMALL TOOLS
Paid Chk# 038529 AEM FINANCIAL SOLUTIONS,	6/14/2018	\$7,055.00 Financial Services - FEB18
Paid Chk# 038530 APPLE FORD LINCOLN	6/14/2018	\$364.00 PD - FLEET
Paid Chk# 038531 BerganKDV	6/14/2018	\$6,275.00 2017 AUDIT - FINAL BILLING
Paid Chk# 038532 BlueTarp Financial	6/14/2018	\$537.89 PW - SMALL TOOLS
Paid Chk# 038533 CDW GOVERNMENT	6/14/2018	\$656.73 PD - REPLACE FIREWALL FOR LETG
Paid Chk# 038534 CINTAS CORPORATION NO. 2	6/14/2018	\$13.90 UNIFORMS
Paid Chk# 038535 CITY OF SAVAGE	6/14/2018	\$6,877.11 IT SERVICES - JUN TO AUG18
Paid Chk# 038536 COMMERCIAL ASPHALT	6/14/2018	\$312.64 WATER MAIN REPAIR - ST MARY
Paid Chk# 038537 CROSS NURSERIES, INC	6/14/2018	\$316.00 NEW LIONS FLOWER GARDEN - REIM

CITY OF ELKO/NEW MARKET

*Check Summary Register©

		June 2018			
Name		Check Date		Check Amt	
<u>CHECK REGISTER CONTINUED</u>					
Paid Chk#	038538	CULLIGAN BOTTLED WATER	6/14/2018	\$65.25	Bottled Water
Paid Chk#	038539	EARL F. ANDERSON, INC.	6/14/2018	\$156.01	SIGNS
Paid Chk#	038540	ESRI	6/14/2018	\$400.00	GIS ANNUAL MAINTENANCE
Paid Chk#	038541	FASTENAL COMPANY	6/14/2018	\$49.15	PW - Fleet Maint & Equip
Paid Chk#	038542	TIM FULKERSON	6/14/2018	\$192.12	UB CREDIT REFUND - 31 TODD STR
Paid Chk#	038543	FUZIONPRINT	6/14/2018	\$696.65	NEWSLETTER
Paid Chk#	038544	GLOBAL CLOSING & TITLE SVCS	6/14/2018	\$35.53	UB CREDIT REFUND - 26525 XERXE
Paid Chk#	038545	GOPHER STATE ONE CALL	6/14/2018	\$135.00	LOCATED - MAY18
Paid Chk#	038546	GREAT LAKES MANAGEMENT	6/14/2018	\$225.00	QTR 2 - 2018 MGMT FEE
Paid Chk#	038547	IN CONTROL, INC.	6/14/2018	\$276.00	WATER REPAIRS
Paid Chk#	038548	INNOVATIVE OFFICE	6/14/2018	\$116.58	Office Supplies
Paid Chk#	038549	JEFFERSON FIRE & SAFETY,	6/14/2018	\$21,175.54	NEW EXTRACTION TOOLS
Paid Chk#	038550	JOHNSON TOWING INC	6/14/2018	\$690.00	ICR#18-1917
Paid Chk#	038551	K MICHAEL HOMES	6/14/2018	\$10,200.00	RETURN ESCROWS - 9744 OXFORD L
Paid Chk#	038552	KEEPERS, INC.	6/14/2018	\$129.99	PD - Uniforms
Paid Chk#	038553	LAKEVILLE SANITARY, INC.	6/14/2018	\$336.73	121 TODD ST - WAGNER PARK
Paid Chk#	038554	LAND TITLE	6/14/2018	\$77.69	UB CREDIT REFUND - 26698 MEADO
Paid Chk#	038555	MAREKS TOWING & REPAIR INC.	6/14/2018	\$175.86	PD - FLEET
Paid Chk#	038556	METROPOLITAN COUNCIL	6/14/2018	\$8,987.10	RES CAP LOAN - 2016 (PMT 15 OF
Paid Chk#	038557	METROPOLITAN COUNCIL	6/14/2018	\$22,568.75	RES CAP LOAN - 2018 (PMT 4 OF
Paid Chk#	038558	METROPOLITAN COUNCIL	6/14/2018	\$10,712.64	RES CAP LOAN - 2017 (PMT 2 OF
Paid Chk#	038559	MN CRITTER GETTERS, INC.	6/14/2018	\$1,148.00	Monthly Animal Control
Paid Chk#	038560	MN DEPT OF HEALTH	6/14/2018	\$2,208.00	COMM WTR SUPPLY SV 4/30-6/30/1
Paid Chk#	038561	MORRIS ELECTRONICS	6/14/2018	\$80.00	CRASHED ASA FOR LTEG
Paid Chk#	038562	MVTL LABORATORIES	6/14/2018	\$95.00	PW - Water Testing
Paid Chk#	038563	NAPA AUTO PARTS	6/14/2018	\$502.26	PW - Fleet Maint & Equip
Paid Chk#	038564	NED NEWBERG	6/14/2018	\$75.00	FIRE RESCUE DAYS - PARADE ANNO
Paid Chk#	038565	NICHOLS, SCOTT	6/14/2018	\$150.00	FIRE RESCUE DAYS - BALLOON ART
Paid Chk#	038566	SAFETY-KLEEN SYSTEMS, INC.	6/14/2018	\$168.88	OPERATING SUPPLIES
Paid Chk#	038567	SCOTT COUNTY TREASURER	6/14/2018	\$30,500.00	TAX - SPECIAL ASSESSMENTS 2018
Paid Chk#	038568	SCOTT COUNTY RECORDER	6/14/2018	\$46.00	ENCROACHMENT RECORDING - 10422
Paid Chk#	038569	C/O SHRED RIGHT	6/14/2018	\$54.00	Shredding
Paid Chk#	038570	STERLING CODIFIERS	6/14/2018	\$878.00	Code Book Supplement
Paid Chk#	038571	STREICHER'S INC	6/14/2018	\$190.00	AMMUNITION
Paid Chk#	038572	SUEL PRINTING COMPANY	6/14/2018	\$587.50	Legal Ads
Paid Chk#	038573	MIKE SUTTON	6/14/2018	\$40.78	TWINS CAMP SUPPLIES
Paid Chk#	038574	PUBLIC SAFETY EQUIP, LLC	6/14/2018	\$145.00	ANNUAL RADAR CALIBRATIONS
Paid Chk#	038575	PATRICIA TIMMONS	6/14/2018	\$87.20	MILEAGE 160 MILES @ .545
Paid Chk#	038576	USA INFLATABLES	6/14/2018	\$339.64	FIRE RESUCUE DAYS - BOUNCE HOUS
Paid Chk#	038577	XEROX CORPORATION	6/14/2018	\$523.18	Copier
Paid Chk#	038578	ZIEGLER INC.	6/14/2018	\$341.54	PW - Fleet Maint & Equip
Total Checks				\$138,456.87	

DIRECT DEPOSITS

Paid Chk#	501775E	Bi-Weekly ACH	5/31/2018	\$35,586.60
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STAFF MEMORANDUM

SUBJECT:	State Council on Local Results and Innovation's Performance Measurement Program
MEETING DATE:	June 14, 2018
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	Adopt Resolution 18-32 Reporting Performance Measurements Results to Office of State Auditor (OSA)

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

During the 2010 legislative session, the Governor signed into law legislation that established a voluntary performance measurement reporting program for cities due July 1st each year. The purpose of the program is to provide cities incentives to develop, measure, track, and report performance data on their critical services. The City can elect to opt-out of the program each year, if the City Council chooses to do so, but has participated in this program each year since 2012.

DISCUSSION

This year, the City will submit the 2018 Community Survey as evidence of its compliance with the Performance Measurement Program. Once again, if accepted by the State, then the benefit to the City will be receiving a reimbursement of \$0.14/capita, or for Elko New Market, a total of \$659.12 (4,708 – estimated population figure by Metro Council in April, 2017 X \$.14), and an exemption from levy limits, if such limits are in place, for as long as the City participates in the program.

Participation in the program reflects one of the key components of Elko New Market's Community-Oriented Local Government Philosophy:

Performance Measurement – The City of Elko New Market will develop and utilize methods for measuring performance to evaluate progress and establish accountability for improving public services.

Attachment:

Resolution 18-32 Reporting Performance Measurements to Office of State Auditor (OSA)

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

RESOLUTION NO. 18-32

**RESOLUTION REPORTING THE RESULTS OF THE PERFORMANCE
MEASUREMENT SYSTEM TO THE OFFICE OF THE STATE AUDITOR**

WHEREAS, Benefits to the City of Elko New Market for participation in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any city/county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City Council of Elko New Market has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

NOW THEREFORE LET IT BE RESOLVED THAT, The City Council of Elko New Market will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED, The City Council of Elko New Market will submit to the Office of the State Auditor the actual results of the performance measures adopted by the city/county.

ADOPTED, by the City Council of Elko New Market this 14th day of June, 2018.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	City Engineering Services
MEETING DATE:	June 14, 2018
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Approve an Agreement for Professional Services with Bolton & Menk Inc. (BMI) for Engineering Services.

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 Fiscal Policy regarding consultants requires that at least every three years, the city will evaluate the performance and cost of professional services received and determine if the City will renew a service agreement with the consultant or seek written proposals from service providers. The periodic review of consultants is also in keeping the City's Community Oriented Local Government (COG) philosophy component. Specifically, Performance Measurement which provides for evaluating progress and establishing accountability for improving public services.

The Council has periodically reviewed its municipal engineering consultant pursuant to policy and found the services provided by the current City Engineer to be satisfactory or better with regards to performance and cost. The City Council did not feel that it was necessary to seek written proposals from other service providers at those times. However, it has been ten years since the last time the City sought proposals for engineering services. The City Council has determined that it is reasonable, appropriate and in the public's best interest to seek written proposals for engineering services at least every nine years, regardless of performance or cost. Therefore, the City Council directed Staff to initiate a Request for Proposals (RFP) process for City Engineering services. Council provided direction with regards to the characteristics and scope of service provided by the City Engineer (both firm and individual) for the purpose of developing and effective RFP and in evaluating proposals.

The Council established a Selection Committee to review the proposal and make a recommendation to the City Council. The Committee consisted of Councilmember Julius, Councilmember Timmons and those staff that worked regularly with the consulting engineer – the City Administrator, Assistant City Administrator, Community Development Specialist, and Public Works Superintendent. The City received proposals from six firms – BMI (the City's current engineering consultant), WSB, MSA, Hakanson Anderson, KLJ and Stantec. Upon completing the evaluations, the Selection Committee interviewed the top two firms – BMI and WSB. Following the interviews, the Selection Committee is recommended BMI. At the March 8, 2018 meeting, the City Council directed the City Administrator to negotiate a Services Agreement with BMI for municipal engineering services to be presented to the City Council for consideration.

DISCUSSION

The City Council is being asked to approve an Agreement for Professional Services with Bolton & Menk Inc. (BMI) for engineering services. City staff has negotiated the Agreement based on the proposal, as well as feedback from the interview committee and the City Council. The proposed Agreement references both the response to the Request for Proposals submitted by BMI proposal submitted in November and the Response to Terms and Practices Request, which are attached to the Agreement. The Agreement has been reviewed by the City Attorney.

After reviewing the proposal by BMI and the recommendation by the Selection Committee, the City Council unanimously directed the City Administrator to negotiate a Services Agreement with BMI for municipal engineering services. In response to those discussions, BMI provided a Response to Terms and Practices Request that essentially amends and enhances the original proposal. The response included, but was not limited to the following:

Fees/Rate Adjustments – A reduction in the fees for the City Engineer and Assistant City Engineer. Rich Revering’s (City Engineer) normal 2018 billing rate of \$178 per hour was reduced to \$165 per hour and Sarah Lloyd’s (Assistant City Engineer) normal 2018 billing rate of \$158 per hour is reduced to \$135 per hour. The annual special rates for the City Engineer and Assistant City Engineer will be adjusted by 4% per year, and will not be allowed to exceed the normal billing rate for those individuals.

Consultant Review – In response to a desire for a more formalized and routine process for providing feedback on projects and overall services, BMI proposed processes for both projects and overall services. For projects, they proposed to conduct a recap meeting for large or more significant projects and recap meetings for any other projects the City may want to discuss. The meeting would be for the specific purpose of providing feedback on our performance for that completed work scope. For overall services, BMI proposed to use a two stage process. The first stage would be to solicit feedback on overall performance for the past year from key city staff familiar with their work. The feedback would consist of a form with questions designed to reveal performance on metrics of importance to the City. The second stage would be a meeting with the City Administrator and one or two other key personnel, along with BMI’s Burnsville Office Manager and Elko New Market City Engineer. The meeting would involve reviewing and discussing the feedback compiled by the city. The feedback and our responses would be documented for future reference.

Cost Control Strategies – BMI was asked to provide an explanation of strategies used to control engineering costs for the City. The firm makes available to its project managers a document titled, “Guidelines to Practice.” This internal management document provides protocols for scoping projects with clients, setting project budgets, and assigning and managing the project team. The firm also provides a variety of tools and support for managing and documenting progress and budgets. On larger, definable projects BMI has offered Elko New Market a not-to-exceed fee cap for a given scope of work. BMI has also stated that elements of their approach include:

- Preparing a thorough work scope appropriate for the problem to be solved
- Assigning team members with the most fitting expertise to complete the work adequately and efficiently. “Right-sizing” teams to match appropriate levels of staff expertise to the technical requirements of the project provide inherent efficiencies to project progress and costs.
- Setting a schedule and fee budget that enables the scope to be executed as intended
- Monitoring budgets to ensure in scope work is being prosecuted efficiently and out of scope work is being discussed with the client prior to providing the services
- Monitoring schedules to ensure promised delivery dates will be met or that needed adjustments can be agreed upon with the client in a timely manner.

BMI has indicated that the City Engineer will often not be the project manager on larger projects in Elko New Market. Instead, they will be involved on behalf of the city – as if the city’s “in-house” engineer was monitoring the project, challenging assumptions, suggesting options, interpreting for the project team what the city’s procedural, technical or political interests might be. Also, not all responsibilities of the City Engineer’s office can be scoped as a “project” in advance. It is thier responsibility in these cases to recommend to City staff and sometimes Council what they believe to be the most cost-efficient way to procure a minor improvement or address a complaint.

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Bolton & Menk, Inc. Technology and In-house Resources – BMI was asked about their use of technology and new methods and how that would be communicated to the City. To address this, BMI will be spending a bit of time over our next several Engineering meetings to present new technologies or services so that over time, City staff will become more familiar with various capabilities and initiatives.

Web-Based GIS – Staff inquired about the facilitation a web-based GIS system in an affordable manner. BMI has taken small extra steps on our own (at no cost to the City) during much of the mapping work requested over the past several years that would facilitate merging of this data to a basic web-based system. A proposal for GIS services was provided separately and is being evaluated by staff

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AGREEMENT FOR PROFESSIONAL SERVICES

City Engineering Services

City of Elko New Market

This Agreement, made this <insert day> day of May, 2018, by and between ELKO NEW MARKET, MINNESOTA, 601 Main Street Elko New Market, Minnesota 55054, (“CLIENT”), and BOLTON & MENK, INC., 12224 Nicollet Avenue, Burnsville, Minnesota 55337, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with general and ongoing municipal engineering services (“Services”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to provide engineering services to the CLIENT in accordance with the following contract documents which are incorporated herein by reference:
1. This Agreement for Professional Engineering Services;
 2. CONSULTANT’S Response to Contract Terms and Practices Request dated April 18, 2018;
 3. CONSULTANT’S Proposal dated November 9, 2017;
 4. City of Elko New Market Request for Proposals for Engineering Services (2017).

In the event of a conflict among the documents, the conflict shall be resolved in descending order of priority, with the document listed first having the highest priority and the document listed last having the lowest priority.

- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph IV.B.
- C. The CONSULTANT will give prompt notice to the CLIENT whenever the CONSULTANT observes or otherwise becomes aware of any defect related to services or projects in which the CONSULTANT is involved.
- D. CONSULTANT shall be responsible for the accuracy of the services provided under this Agreement and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of CONSULTANT without additional compensation.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use, necessary for CONSULTANT to perform services under the

terms of this Agreement, except as otherwise prohibited under the Minnesota Government Data Practices Act. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT or if the information was prepared by CONSULTANT.

- C. The CLIENT will endeavor to provide access to, and entry upon all lands necessary to perform tasks assigned to CONSULTANT by CLIENT.
- D. The CLIENT will give reasonable notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in CONSULTANT'S services or projects the CONSULTANT is associated with.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of CONSULTANT'S services described in this Agreement.
- G. The CLIENT will be the applicant and pay any fees for all regulatory permits required for the execution of any projects the Consult is asked to design or assist with. CONSULTANT will assist CLIENT with permit identification, application preparation and documentation to the extent described in **Exhibit I**.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of a project or services provided under this Agreement. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

- A. FEES.
 - 1. The CLIENT will compensate the CONSULTANT in accordance with the attached Proposal for Engineering Services dated November 9, 2017 as amended by the attached letter amending proposal terms dated April 18, 2018 for the time spent in performance of Agreement services.

2. The referenced fees shall apply for services provided through December 31, 2018. With the exception of the City Engineer and Assistant Engineer, hourly rates in the proposal may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Rate adjustments for the City Engineer and Assistant Engineer are prescribed in the April 18 proposal supplement letter. All adjusted rates listed in the November 9, 2017 proposal, excepting the City and Assistant City Engineer will become effective on January 1st of each subsequent year, provided the City has received notice of the proposed rates by November 15th of the year prior to the year the new rates would be in effect and the City Council approves the rate increase.
3. Rates and charges do not include sales tax, if applicable.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional services as outlined in Section I.B will vary depending upon specific projects for which CONSULTANT provides services and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services, or identified in Paragraph III.A.6 will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work.

B. PAYMENTS AND RECORDS.

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms. Statements for CONSULTANT'S services shall identify each project or service and, for only those discrete projects with a written pre-defined scope and fee estimate, costs invoiced to date. These statements will be in accordance with a format selected by the CLIENT and compatible with the CONSULTANT'S software.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph , if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold deliverables due under this Agreement until CONSULTANT has been paid in full all past due amounts for undisputed services,

expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

4. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE.

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No other warranty, express or implied, is made.

B. CHANGE IN SCOPE OF SERVICES.

In the event the CLIENT changes or is required to change the scope of the services from that described in **Exhibit I** and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. INDEMNIFICATION.

1. CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CONSULTANT'S negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subcontractors or anyone for whom the CONSULTANT is liable.
2. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
3. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE.

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies on a primary and non-contributory basis for the services provided under this Agreement.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. CONSULTANT shall also maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this Agreement. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. Prior to commencement of this Agreement, CONSULTANT will provide to the CLIENT a certificate of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST.

Where provided by the CONSULTANT as part of Paragraph 1(A) or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES.

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, except as otherwise provided by express written Agreement between the parties.

G. USE OF ELECTRONIC/DIGITAL DATA.

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of a Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT or in writing by CONSULTANT.

H. REUSE OF DOCUMENTS.

All plans, diagrams, analyses, reports, and information generated in connection with the performance of the agreement shall become the property of the CLIENT. The CLIENT may use the information for its purposes.

I. RECORDS ACCESS.

CONSULTANT shall provide the CLIENT access to any books, documents, papers, and records which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions, for three (3) years after final payments and all other pending matters related to this Agreement are closed.

J. SUBCONTRACTOR.

CONSULTANT shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CLIENT. CONSULTANT shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the CONSULTANT'S receipt of payment by the CLIENT for undisputed services provided by the subcontractor. If the CONSULTANT fails within that time to pay the subcontractor any undisputed amount for which the CONSULTANT has received payment by the CLIENT, the CONSULTANT shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the CONSULTANT shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the CONSULTANT shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

K. COPYRIGHT.

CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the CLIENT from loss or damage resulting there from to the extent that it is based on a claim that all or part of the Works or Documents created by CONSULTANT and paid for under this contract infringe upon the intellectual property rights of others.

L. WAIVER.

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

M. CONFIDENTIALITY.

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction;

or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

N. PERIOD OF AGREEMENT.

This Agreement will remain in effect for five (5) years, after which time the Agreement may be extended upon mutual agreement of both parties.

O. TERMINATION.

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

P. INDEPENDENT CONTRACTOR.

Nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under the Agreement.

Q. CONTINGENT FEE.

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

R. NON-DISCRIMINATION.

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

S. ASSIGNMENT.

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

T. SURVIVAL.

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

U. SEVERABILITY.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

V. CONTROLLING LAW.

This Agreement is to be governed by the law of the State of Minnesota.

W. DISPUTE RESOLUTION.

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

X. MINNESOTA GOVERNMENT DATA PRACTICES ACT.

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions concerning release of data to requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

Y. ETHICAL STANDARDS.

No member, officer, employee or agent of the City of Elko New Market or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may

only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: CITY OF ELKO NEW MARKET

CONSULTANT: Bolton & Menk, Inc.

BY:

Bob Crawford, Mayor

And:

Sandra Green, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

April 18, 2018

Mr. Tom Terry
City Administrator
City of Elko New Market
601 Main Street
Elko New Market, MN 55054

RE: Response to Contract Terms and Practices Request
City Engineering Services for the City of Elko New Market

Dear Tom:

We appreciate you and Corey taking the time to meet with us on April 9th to discuss our terms of service in accordance with the City Council's March 8, 2018 decision to continue using Bolton & Menk, Inc. as its city engineer. We are proud of the successful partnership we have had with the City of Elko New Market and look forward to a promising future for the City. As mentioned during our meeting, our intention through these negotiations is to arrive at mutually workable contract terms and management practices you can feel good about taking to the council for approval.

The purpose of this letter is to respond to the items raised during our meeting. The responses follow the agenda items you brought forward:

1. Fees/Rate Adjustments

You requested additional reductions in our rate structure, beyond those already included in our original service proposal. In particular, further reductions to Rich Revering's rate, as your designated City Engineer, were desired.

We value the long-term relationship that Bolton & Menk, Inc. has established with the City of Elko New Market. We also recognize the mutual benefits that a competitive service rate structure provides to both parties, in terms of sustaining a fiscally responsible and business-viable relationship. As such, the following fee parameters are proposed:

- Rich Revering's (City Engineer) normal 2018 billing rate of \$178 per hour is reduced to \$165 per hour for the City of Elko New Market.
- Sarah Lloyd's (Assistant City Engineer) normal 2018 billing rate of \$158 per hour is reduced to \$135 per hour for the City of Elko New Market.
- Annual special rates for the City Engineer and Assistant City Engineer will be adjusted by 4% per year, and will not be allowed to exceed the normal billing rate for those individuals.
- City Engineer attendance at up to: two City Council meetings per month, two Project Staff meetings per month, and one Planning Commission meeting per month will be provided at no charge, except for time associated with specific projects that have been separately authorized and budgeted for.
- Assistant City Engineer attendance at up to two Engineering meetings per month will be provided at no charge.

- Mileage, basic reproduction of documents, CAD/computer usage, field supplies/survey stakes and equipment, GPS/robotic survey equipment, and faxed documents will be provided at no charge.
- Municipal discounts and rate reductions as described in this proposal are offered and applied exclusively to the City of Elko New Market, and are non-transferable. Consultant costs billed back to third parties by the City, such as those incurred by the City but reimbursed by developers, would be charged at normal billing rates.

Based on recent levels of service (over half of Rich's FT hours per year) and meeting attendance provided by Bolton & Menk, Inc., total estimated savings realized by the City of Elko New Market through this special rate structure would be over \$68,000 annually.

2. Consultant Review

You expressed an interest in a more formalized and routine process for providing feedback to us on projects and overall services. We wholeheartedly support and welcome this idea.

Projects: For projects, we propose to conduct a recap meeting for large or more significant projects that we complete for the City. However, we also welcome recap meetings for any other projects the City may want to discuss. The meeting would be for the specific purpose of providing feedback on our performance for that completed work scope. Bolton & Menk, Inc. would be represented at this meeting by the supervisor of the project manager primarily responsible for the work and by Rich in his capacity as city engineer. The project manager for the project could also attend if the city feels this would not unduly discourage frank discussions. If the city engineer was the PM, his attendance would be at the city's discretion.

To facilitate a thorough review, a standard agenda would be used to guide discussion. An example is attached that could be refined by mutual agreement to serve this purpose. The feedback and responses would be documented for future reference.

Overall: For overall services, we propose to use a two stage process. The first stage would be to solicit feedback on our overall performance for the past year from key city staff familiar with our work. The feedback would consist of a form with questions designed to reveal performance on metrics of importance to the City. The second stage would be a meeting with the City Administrator and a key designee or two, along with Bolton & Menk, Inc.'s Burnsville Office Manager and Elko New Market City Engineer. The meeting would involve reviewing and discussing the feedback compiled by the city. The feedback and our responses would be documented for future reference.

An example overall review form is attached for your consideration.

3. Cost Control

You asked for a description of how Bolton & Menk, Inc. controls project costs, as they relate to the administration of engineering services.

The assigned project manager has primary responsibility for cost control. The firm makes available to its project managers a document titled, "Guidelines to Practice." This internal management document provides protocols for scoping projects with clients, setting project budgets, and assigning and managing the project team. The firm also provides a variety of tools and support for managing and documenting progress and budgets. Of course on larger, definable projects we've always offered Elko New Market an estimate or even a not-to-exceed fee cap for a given scope.

Our management believes each of the above elements affects not only project costs, but project quality and schedule. In short, the best quality and value comes from:

- Preparing a thorough work scope appropriate for the problem to be solved
- Assigning team members with the most fitting expertise to complete the work adequately and efficiently. “Right-sizing” teams to match appropriate levels of staff expertise to the technical requirements of the project provide inherent efficiencies to project progress and costs.
- Setting a schedule and fee budget that enables the scope to be executed as intended
- Monitoring budgets to ensure in scope work is being prosecuted efficiently and out of scope work is being discussed with the client prior to providing the services
- Monitoring schedules to ensure promised delivery dates will be met or that needed adjustments can be agreed upon with the client in a timely manner.

The city engineer will often not be the project manager on larger projects in Elko New Market. Instead, he/she will be involved on behalf of the city – as if the city’s “in-house” engineer was monitoring the project, challenging assumptions, suggesting options, interpreting for the project team what the city’s procedural, technical or political interests might be. It is our intention going forward to clarify in each scope the agreed-upon city engineer’s role for the project.

Not all responsibilities of the city engineer’s office can be scoped as a “project” in advance. It is his/her responsibility in these cases to recommend to city staff and sometimes council what he/she believes to be the most cost-efficient way to procure a minor improvement or address a complaint. Bolton & Menk, Inc. has a good track record of considering the needs of the project and recommending what type of design effort will be sufficient and whether the construction should be advertised broadly, bid locally based on known contractor expertise through quotes, or built wholly or partially by the Public Works Department based on a design customized to their skills and equipment.

4. Bolton & Menk, Inc. Technology and In-house Resources

We discussed Bolton & Menk, Inc.’s formal commitment to innovation through product and process improvements. It is important to us and to our clients that we update and share information that may bring benefits to city operations and project. To address this, we will be spending a bit of time over our next several Engineering meetings to present new technologies or services so that over time you’ll become more familiar with these capabilities and initiatives.

You also asked of our willingness to provide equipment or expertise when a need arises that we can address with our resources. Whether it be meeting space, projectors, large format printing/scanning gear, hand-held GPS equipment, and etcetera, we are willing to bring our resources to bear to help you solve problems. Further, we will endeavor to do this as affordably for you as possible – subject to other commitments, equipment cost, etc. Some equipment may require our personnel to operate or supervise due to regulations or expertise needed.

5. Web-Based GIS

Elko New Market staff is familiar with GIS and the many benefits it can provide in managing and maintaining a City. We’ve discussed with staff several times in the past decade various options and costs for implementing a City-led system. Due to staff and financial constraints, the City to date has taken limited steps towards setting up this system.

Name: Mr. Thomas Terry, City Administrator

Date: 18-April-2018

Page: 4

You've asked us for a current proposal to set up a web-based GIS system. We appreciate the request and are reviewing past proposals and other factors to arrive at a scope and fee we hope will meet your needs.

Internally, Bolton & Menk, Inc. has anticipated the eventual ability for the City to set up a basic system and begin building on it. Accordingly, we took small extra steps on our own (at no cost to the City) during much of the mapping work requested over the past several years that would facilitate merging of this data to a basic web-based system.

A proposal for GIS services is being provided under separate cover.

We trust you'll find these responses collectively satisfy the requested adjustments and additions to our city engineering services proposal. We look forward to executing an updated Engineering Services Agreement and are ready to prepare and submit a draft for your review once terms are accepted.

Sincerely,

Bolton & Menk, Inc.



Richard J. Reverting, P.E.
Consultant City Engineer



Marcus A. Thomas, P.E.
Principal Engineer/ Work Group Manager

Request for Proposal

November 9, 2017



OF ELKO NEW MA



CITY ENGINEERING SERVICES

Contact:
Rich Revering, P.E.
612-718-8412
richre@bolton-menk.com

12224 Nicollet Avenue
Burnsville, MN 55337
Phone: 952-890-0509
Fax: 952-890-8065



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12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

November 9, 2017

Tom Terry
City Administrator
City of Elko New Market
601 Main Street
Elko New Market, MN 55054

RE: Proposal for City Engineering Services

Dear Tom:

I feel pride in Bolton & Menk, Inc.'s ability to offer a proposal like the one presented here. We believe our firm excels in every qualification you seek. We believe the quality of our services, our competitive fees, and generous terms offer the city unbeatable value. We believe the team we're offering not only is well qualified and has demonstrated an ability to serve you well, but genuinely cares about the people of Elko New Market.

Here is what we set out to achieve in this proposal: Think about the stated—and unstated—needs of the city and reflect that understanding in the proposal, but not overthink it. Provide adequate information, with our best narratives (and some pictures), to convey our experience, knowledge, and approach, but not overwhelm the reader with empty language and redundant projects. And, address every point of stated need and requested information in the RFP with a reflection of our relationship history with Elko New Market and our knowledge of the engineering needs of similar cities we serve. I hope you'll agree we've accomplished those things.

This proposal process was surprisingly personal for me. I felt driven to create a submittal that exceeds expectations because of the esteem we have for all at city hall and the town's residents and to live up to the reputation we've built. It fostered feelings of trust and connection with my coworkers that pitched in to support this proposal effort. It generated pride for what we've accomplished with the people of Elko New Market. I also recognized, during our internal coordination discussions, that the process inspired all of us to continue our best efforts and build on the trust that you all have shown in us.

We are incredibly grateful for our decade-plus of serving Elko, New Market, and Elko New Market. Our principals, our employees, and I thank you sincerely. We view this opportunity to offer our continued service as an expression of your trust in us. We value that very much and will be unwavering in our commitment to helping you maintain and expand a city that is safe, sustainable, and beautiful.

Respectfully submitted,

Bolton & Menk, Inc.

Richard J. Revering, P.E.
Consultant City Engineer

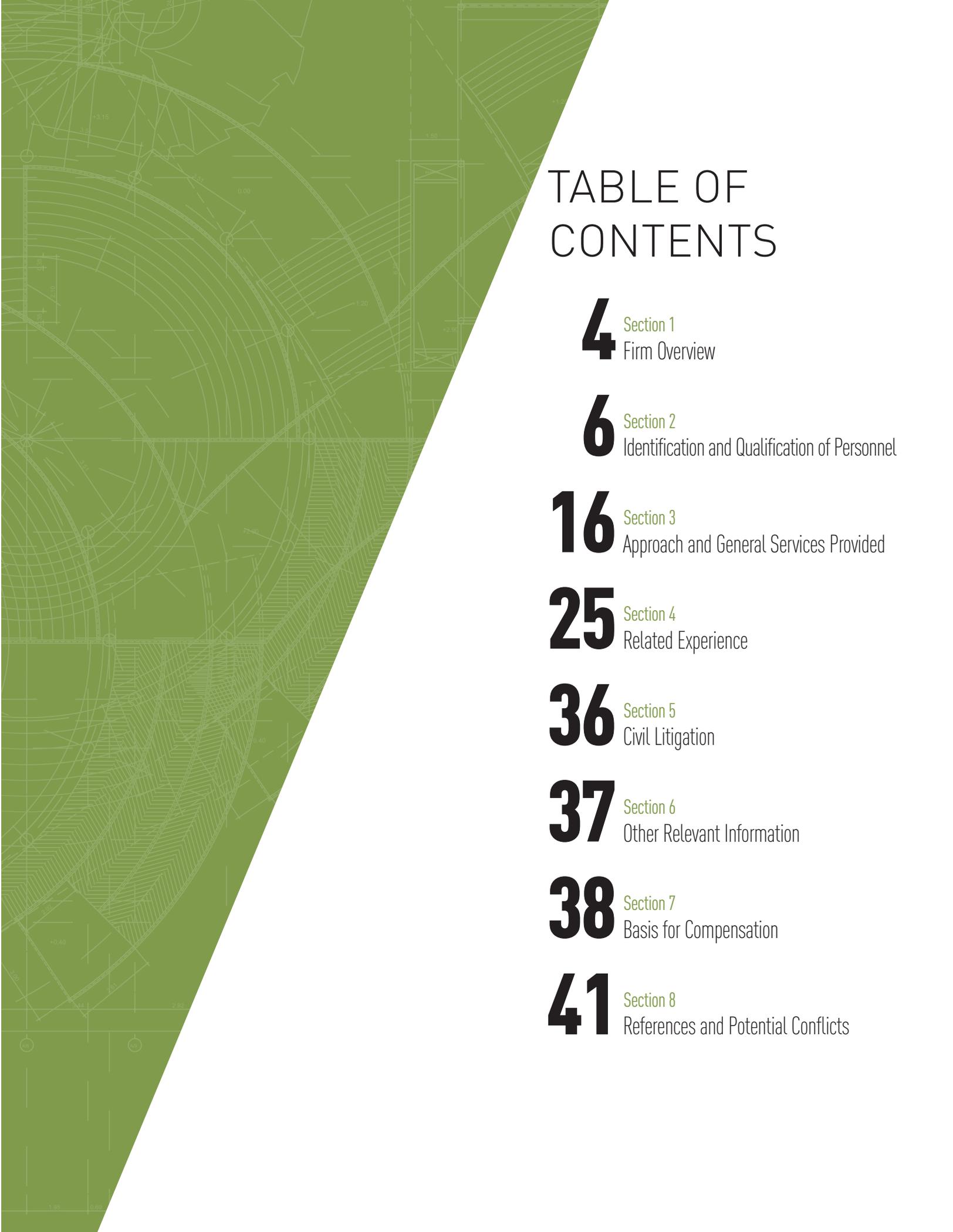


TABLE OF CONTENTS

4 Section 1
Firm Overview

6 Section 2
Identification and Qualification of Personnel

16 Section 3
Approach and General Services Provided

25 Section 4
Related Experience

36 Section 5
Civil Litigation

37 Section 6
Other Relevant Information

38 Section 7
Basis for Compensation

41 Section 8
References and Potential Conflicts



FIRM OVERVIEW

Bolton & Menk, Inc. was established in 1949 by two hard-working Midwesterners—John Bolton and Martin Menk. John was a surveyor and Martin was a civil engineer. They saw people in their surrounding communities who had dreams of a bright future and a desire to grow but were hindered by infrastructure limitations. John and Martin’s goal was to help communities by listening to what people wanted, finding and delivering the best solutions for their needs, and treating them fairly.

The legacy of John and Martin lives on—we’re still helping communities with their infrastructure needs. Today, Bolton & Menk has 474 employees including a professional staff of 177 engineers, planners, landscape architects, and surveyors.

We believe everyone deserves to live in a safe, sustainable, and beautiful community. Our proposal provides an overview of how we work to make that happen.



Real People. Real Solutions.

Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337
P: 952-890-0509 | F: 952-890-8065

SERVICES PROVIDED:

- Civil/Municipal Engineering & Planning
- Water & Wastewater Engineering
- Transportation Planning & Engineering
- Structural Engineering
- Aviation Services
- Water Resources Engineering
- Planning & Urban Design
- Land Surveying
- Geographic Information Systems
- Project Funding & Financing



A breakdown of personnel in our firm and our Burnsville location shows, at a glance, the breadth and depth of capabilities available to Elko New Market:

Location	Civil Engineers	Transportation/Structural/ Aviation Engineers	Environmental Engineers	Water Resources Engineers	Archaeologists	Land Surveyors	Survey Technicians	CADD Technicians	Construction Inspectors	GIS Specialists	Urban/Regional Planner	Landscape Architects	Corporate/ Administrative	Total
Burnsville	17	25	5	2	2	3	4	4	4	5	8	3	5	87
Firm Total	141	51	22	21	2	19	43	18	56	12	11	10	68	474

FIVE-YEAR VISION

"Bolton & Menk is a company built on serving public clients. This commitment has been unwavering during our 68 years in business and has enabled us to build a significant municipal, county, and state public client practice in the broader Twin Cities metropolitan area. A significant part of this practice includes a large number of clients within the non-suburban and independent growth area of the Twin Cities, including Elko New Market. Our five-year vision of the firm includes staying fully committed to our current public clients within the Twin Cities market, including those having the unique challenges associated with accommodating growth within free-standing communities, while continuing to add to our client base through working with new clients that align with our belief in creating safe, sustainable, and beautiful communities."

Kreg Schmidt, P.E., Bolton & Menk Vice President



IDENTIFICATION AND QUALIFICATION OF ASSIGNED PERSONNEL

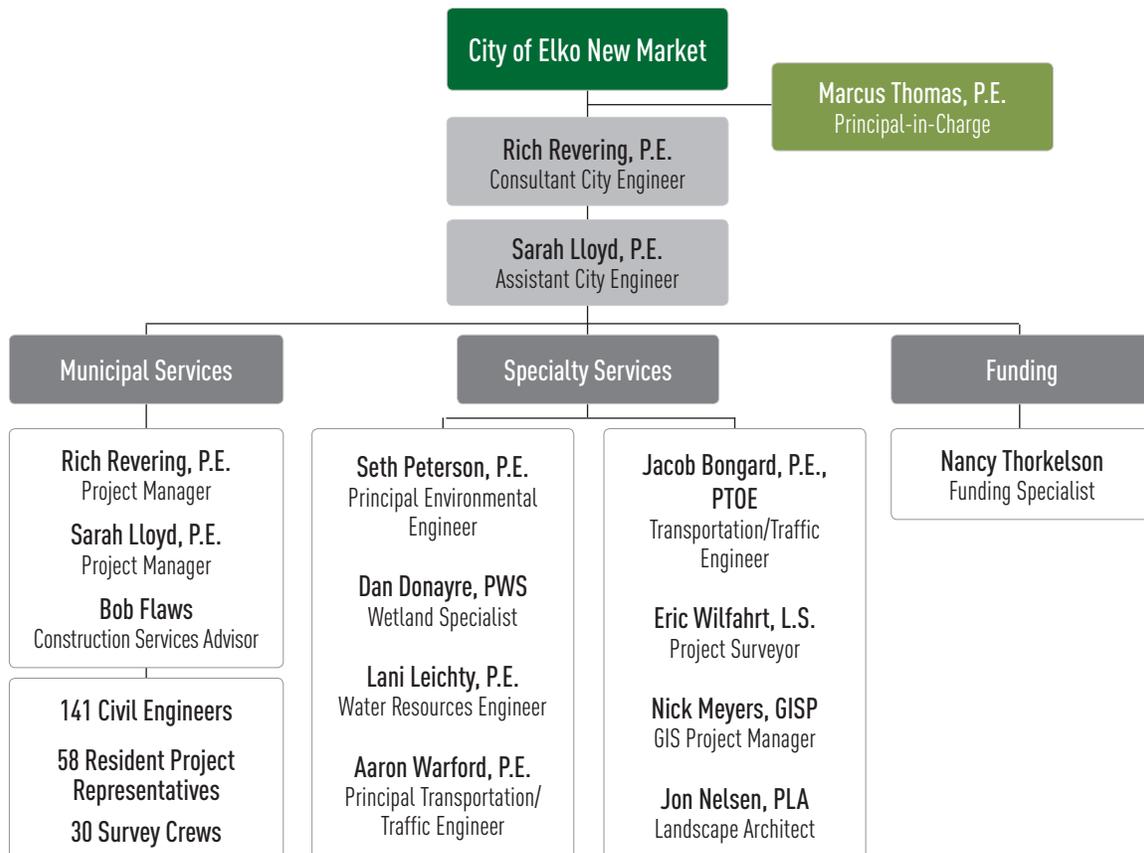
Bolton & Menk will continue serving the City of Elko New Market using an engineering team approach led by Rich Revering, P.E. Rich will be your primary contact and maintain responsibility for all engineering activities performed on behalf of the city. This approach ensures consistency for the services provided—you only have to look to one person for answers or information.

We have assembled a team whom you know and trust to support Rich’s services to Elko New Market. The team provides expertise in municipal engineering; wastewater collection and treatment; water supply, storage, distribution, and treatment; water resources and stormwater management; transportation and traffic engineering; survey; GIS; and planning and urban design.

Bolton & Menk is proud to call extra attention to the fact that we’ve been providing Sarah Lloyd, P.E. as a backup to Rich. We’ve worked out with city staff a way to provide

this at no extra cost. This service was requested by the city—wisely, in our view—several years ago to ensure some continuity of knowledge and service should there be an unexpected change in Rich’s availability. It may be easiest to think of Sarah as the assistant city engineer. Her role is described further throughout our response. Importantly, her role will continue under this proposal.

Our team is intended to be an extension of Elko New Market staff, maintaining close coordination between the city and engineering staff at all times. A summary of key project team member qualifications is provided following the organizational chart. **We have also included details on key team member experience working with the Minnesota Department of Transportation (MnDOT), Minnesota DNR, Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDH), Metropolitan Council, and other agency staff.** Detailed education and experience biographies are available upon request.





Core Leadership Team Resumes



Rich Revering, P.E.

Consultant City Engineer

Hourly Billing Rate: \$173

Rich will continue to serve as the Elko New Market city engineer.

Rich's success with city engineering services is built on relationships—listening to understand, communicating truthfully, and caring about the community and its residents.

Rich has more than 31 years of municipal engineering experience. He has served as consultant city engineer for Elko New Market since 2007. He served New Market as a project engineer from 2002 through 2006. He is a senior project manager whose experience includes roadways and trails, parking facilities and walks, surface and subsurface stormwater storage, treatment, and volume-reduction facilities, watermains, sanitary sewers and pumping stations, city water towers (including nifty logo mock-ups), utility tunnels, and municipal wells. This work includes planning, budgeting, design, construction, maintenance, and reconstruction of infrastructure with various funding sources, including special assessments and federal aid.

Rich's role with the city has required little involvement with MnDOT staff; however, he's known and worked with the current state aid engineer for years from Mitch Rasmussen's time at Faribault, Burnsville, and Scott County. Rich has worked routinely over the past decade with Scott County Highway staff including the county engineer, assistant county engineer, traffic engineer, planners, and permits technician to coordinate issues related to county highways within the city limits. Throughout this time, he has worked with Scott County Environmental Services to address issues with subsurface sewage treatment systems within city limits. He has also worked with Metropolitan Council staff related to the MCES interceptor serving Elko New Market and MPCA sewer extension permit consent; MDH on well sealing grants and watermain plan reviews; the Minnesota DNR on wellhead protection planning; and Scott Watershed Management Organization (WMO) and Vermillion River Watershed Joint Powers Organization (VRWJPO) on watershed issues in the city.

Rich is a curious and intellectual person. When he's not learning, he's thinking. This results in practical, though sometimes novel,



engineering solutions for his clients. He holds both a Master of Science and a Bachelor of Science in civil engineering from North Dakota State University. Here are a few things you've come to—and can continue to—expect in working with Rich:

- Functions well as an extension of city staff under the direction of the city administrator
- Equipped to set up office hours in the city as needed/ requested by staff, including on short notice
- Completes duties and assigned tasks in the time frames required
- Responds to inquiries quickly and effectively through cell phone, text, and email
- Provides stellar written reports
- Attends and actively participates in council and commission meetings and discussions—He asserts that he is trying desperately to cut back on the interjection of jokes
- Competent support brought in appropriately as needed for specialty practice areas, key experience, extra workload, or construction services
- Gets to know residents and project neighbors through project meet-ups, city hall interactions, patronage of local businesses, volunteer activities, and responses to complaints by phone, email, or in person

**Sarah Lloyd, P.E.***Assistant City Engineer**Hourly Billing Rate: \$153*

Sarah will assist Rich in providing engineering services to Elko New Market. She has and will continue to attend regular engineering department meetings with city staff and monitor correspondence to gain and maintain familiarity with ongoing issues.

Sarah has steadily been increasing engagement with staff since assuming this role earlier this year. We plan for that to continue and increase with the intention of building more resiliency into the city engineer's position than one person can provide. She will continue to serve as the second point of contact for the city if Rich is unavailable.

Sarah is a project manager who began her engineering career in 1996. Her experience includes a variety of engineering tasks including the preparation of preliminary engineering reports, final design, plan and specification production, cost estimating, and construction management.

Sarah is relied upon to facilitate informal and formal project meetings and presentations such as progress meetings, neighborhood open houses, and city council meetings. She serves as a primary contact for multiple cities and has managed all phases of municipal project development from conception through construction. Sarah has worked on a variety of municipal street and utility infrastructure projects including new construction and reconstruction. She holds a Bachelor of Science in civil engineering from South Dakota State University.

**Marcus Thomas, P.E.***Principal-in-Charge**Hourly Billing Rate: \$187*

Marcus will provide oversight of our services to Elko New Market.

Marcus approaches projects by keeping desired goals and outcomes as familiar and measurable priorities throughout all phases of a project's development. His strategy of proceeding with the end in mind routinely results in high levels of client satisfaction and has generated a resume of award-winning projects.

Marcus loves helping communities solve complex problems. His commitment to proactive organization and communication has led to success in managing large project teams.

Marcus joined the firm in 1994 and manages the Burnsville civil work group. He has a range of experience in municipal project administration from conception through construction. He holds a Bachelor of Science in civil engineering from the University of Minnesota.



Specialty Services Resumes



Seth Peterson, P.E.

Principal Environmental Engineer

Hourly Billing Rate: \$195

Seth is our go-to engineer for questions related to Elko New Market's water supply, storage, and treatment systems or wastewater pumping stations and standby generation.

Seth is a licensed professional engineer who began with Bolton & Menk in 1995. He serves as the firm's metro environmental manager. His background includes planning and design of water and wastewater treatment facilities, water and wastewater studies, securing permits, working with regulatory agencies, and construction management. In addition, Seth has extensive experience with all aspects of water and wastewater treatment including well design, tower design, water treatment facility design, wellhead protection plans, lift station design and rehabilitation, and wastewater treatment design, permitting, and planning.

Seth holds a Master of Science in civil and environmental engineering and a Bachelor of Science in civil engineering, both from South Dakota State University.

Seth has a strong relationship with the MPCA, MDH, and the Public Facilities Authority (PFA). This is helpful to Elko New Market as we are able to get information more quickly, and the information is more specific to our needs. Familiarity of our staff by these agencies leads to trust. This helps with project approvals, option identification, and obtaining funding.



Dan Donayre, PWS

Wetland Specialist

Hourly Billing Rate: \$100

All wetland matters in Elko New Market requiring specialized expertise are referred to Dan.

Dan is a professional wetland scientist. He began wetland delineation, permitting, and Local Government Unit (LGU) duties in 2006. He has conducted hundreds of delineations and GPS surveys, prepared delineation reports, and conducted MnRAM analyses. These activities were performed for a variety of projects, including platting, private developments, road projects, linear pipe projects, wetland mitigations, state banking sites, and environmental reviews.

Dan has been with Bolton & Menk for 13 years and leads a group of wetland professionals. A special emphasis of the group is developing working relationships with Board of Soil and Water Resources (BWSR), the U.S. Army Corps of Engineers (USACE), and the Minnesota DNR to maintain an understanding of the wetland permitting process and how to navigate through the many pitfalls associated with it. This process includes wetland delineations, no-loss and exemption applications, replacement plan applications, and wetland banking permitting.



Dan has successfully completed the Wetland Conservation Act (WCA), Minnesota DNR, and USACE permitting process in regards to type and boundary applications, replacement plans, de minimis applications, exemption applications, no loss applications, and banking plans.

Dan is responsible for monitoring and managing several wetland mitigation and bank sites to ensure they meet WCA standards. The results of each year's monitoring are submitted to the BSWR and USACE for review and concurrence.

Dan also serves as the LGU for several client communities. As an LGU, he administrates the WCA, including decision authority for exemption, no loss, wetland boundary and type, sequencing, replacement planning, and wetland banking applications. He holds a Bachelor of Arts in environmental studies from the University of North Carolina, Wilmington.



Lani Leichty, P.E.

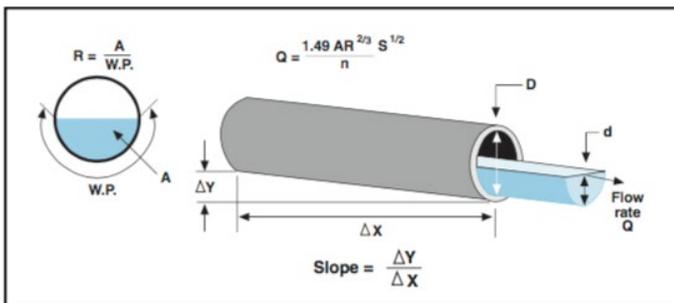
Water Resources Engineer

Hourly Billing Rate: \$148

Lani manages and conducts associated activities for several important, but often below the radar, required programs in Elko New Market.

These include the city's Stormwater Pollution Prevention Program (MS4 requirement), routine construction site erosion and sediment control inspections (NPDES, MS4), and Wellhead Protection Plan (Minnesota DNR, MDH). He also supports design and plan review when technical expertise in hydrology and/or hydraulics is required.

designing drainage systems for municipal, transportation, and water resource related projects. He also has designed numerous BMPs for runoff quantity and quality, including infiltration, bioretention, retention ponds, proprietary treatment units, and underground storage.



Manning's Equation

Lani began his water resources engineering career in 1985. His background includes experience with comprehensive stormwater management plans, hydrology and hydraulics, and wetland permitting. He has extensive expertise

Lani's experience includes technical review of development plans and specifications for municipalities to ensure they meet local government ordinances, stormwater standards, and state regulations. His experience also includes generating and submitting permits to local watersheds, the MPCA, Minnesota DNR, MnDOT, and USACE. He holds a Bachelor of Science in agricultural engineering from Iowa State University.

Lani has experience working with the following agencies: Minnesota DNR area hydrologist (25+ years); MPCA construction and municipal stormwater staff (25+ years); MnDOT Metro District water resources engineering (25+ years); MDH environmental health division (25+ Years); Dakota County Vermillion River Watershed staff (15+ years); Scott County SWMO (23+ years); MRWA Source Water Specialist (8+ years).

**Bob Flaws***Construction Services Advisor**Hourly Billing Rate: \$131*

Bob will provide construction services based on project needs, administer right-of-way permits, and support/advise on public works activities as requested.

Bob began his engineering profession in 1979 and is a senior engineering technician. His work history includes working with both public and private employers. His current responsibilities include construction observation, construction management, and public works services for complex projects involving roadway and utility construction and reconstruction, sanitary sewer, watermain,

stormwater, trails, sidewalks, drain tile systems, bituminous and concrete paving, trenchless construction, and other miscellaneous improvements. Bob has provided construction observation and administration services for the cities of Elko New Market, Burnsville, Minnetonka, Northfield, Ellendale, Osseo, and Hampton.

**Aaron Warford, P.E.***Principal Transportation/Traffic Engineer**Hourly Billing Rate: \$165*

Aaron will lead the planning, design, and construction services for any roadway or intersection/interchange in Elko New Market involving county or MnDOT roadways and provide technical expertise on roadway design, funding, and traffic management issues.

Aaron has the qualifications, experience, motivation, and work ethic to effectively manage projects. He began his career in 1999, gaining experience in project management in both design and construction of county and MnDOT highways, complex intersections, roundabouts, and ADA-compliant facilities.

Aaron's experience managing projects requiring extensive federal (FHWA), state (MnDOT), local (Scott and other counties), and multiagency coordination efforts offers a unique service to clients. His success is rooted in effective stakeholder involvement; he understands and appreciates that acceptance and approval for a project begins with those most affected and intimately connected.

Aaron relates well to a broad spectrum of people, establishing trust through genuine and honest discussion. He places a high priority on maintaining effective communication with clients and project team members. Aaron holds a Master of Business Administration and a Bachelor of Science in civil engineering, both from the University of Minnesota.

**Jacob Bongard, P.E., PTOE***Transportation/Traffic Engineer**Hourly Billing Rate: \$120*

Jacob will be Rich's primary support for responding to traffic issues in Elko New Market.

The engineering department is often asked for a technical response to speed complaints and pedestrian safety concerns. We are also tasked with evaluating the potential traffic impacts of a development proposal—many of which are unable to meet the access guidelines established by policy. Jacob's role in this case is to help find a way to facilitate the development with minimal impacts on safety, sustainability, and beauty.

Jacob began his career with Bolton & Menk in 2009 and has a broad range of experience in transportation planning, traffic forecasting and analyses, intersection control evaluations, preliminary design of traffic signals and roadway/intersection improvements, final design, construction field inspection, and funding applications. His final design experience focuses on the design of traffic signals, roadway lighting systems, signing and stringing, ADA-compliant pedestrian ramps and routes, and staging and traffic control. He uses the knowledge and experience attained through his education and professional practice to identify the needs of a project, work toward a solution, and communicate the results to those in and outside the field of engineering.

Jacob also served as an extension of the City of St. Louis Park staff where he led the city's traffic committee with primary tasks including communicating with residents, police department, and public works to establish recommendations for resident/business owner traffic requests and concerns throughout the city.

Jacob has worked alongside Scott County highway staff including the transportation planning and program director, county engineer, and traffic manager to coordinate issues related to county highways within several cities across Scott County. This work included acting as a representative for the county on various projects and as a representative of the cities of Elko New Market, Jordan, Prior Lake, Shakopee, Savage, and Louisville Township on others.

Jacob has worked with MnDOT staff including the south area manager, south area engineer, south area traffic engineer, signal optimization engineer, and others on several projects involving roadways on the trunk highway system. This coordination occurred on several projects requiring that a balance of interests was achieved between the city, county, and MnDOT.

Jacob worked with Metropolitan Council staff on a complex project in the City of Chaska that involved a comprehensive coordination effort with several agencies including the City of Chaska, Carver County, and MnDOT staff.

Jacob is skilled in a variety of software packages including MicroStation, AutoCAD, AutoTurn, Synchro, SimTraffic, and SignCAD. The use of these programs in conjunction with his experiences and knowledge of available reference documents has instilled a solid foundation for the identification of traffic/transportation issues and the ability to develop solutions to municipal traffic engineering issues including access guidelines, turn lanes, stop signs, speed limits, pedestrian trails and crossings, ADA compliance, parking, and sight line issues. He is qualified by experience and examination as a resisted Professional Engineer in the state of Minnesota and a Professional Traffic Operations Engineer as certified by the Transportation Professional Certification Board.

**Eric Wilfahrt, L.S.***Project Surveyor**Hourly Billing Rate: \$140*

Eric knows the City of Elko New Market well from years of actual field work and mapping and, more recently, from managing and reviewing survey work in the city. He will continue to oversee all survey work conducted by or submitted to the city engineer's office.

Eric began surveying with Bolton & Menk in 2001. He currently manages survey operations for the firm's south metro locations. He is responsible for research, preparation, calculations, interpreting, and writing legal descriptions related to ALTA, topographic, plats, boundary, and engineering surveys, in addition to quality control and oversight.

Eric is proficient in AutoCAD, AutoCAD Map, COGO, CG-Survey for AutoCAD, Eagle Point Software, Civil 3D, Trimble Business Center, Leica Cyclone 9, and Leica Topo II Software. He holds a Bachelor of Science in land surveying from St. Cloud State University.

**Nick Meyers, GISP***GIS Project Manager**Hourly Billing Rate: \$136*

All Burnsville GIS activities conducted at the request of or in support of Elko New Market are—and will continue to be—overseen by Nick.

These activities include review of city systems and identification of options for expanding the use of this tool for Elko New Market staff and council, advising, providing, and updating data sets for city and/or engineering department use, preparing maps or other figures and databases for use by city staff or on city projects, and supporting city staff in its implementation of in-house GIS software.

Nick is a GIS project manager who began his geographical information systems career in 2005. While at Bolton & Menk he has managed and worked on a variety of GIS projects that include project management, public utility and infrastructure mapping, stormwater management, and web application development.

Before his time at Bolton & Menk he worked in municipal government where he managed effective and efficient GIS operations by administering an enterprise GIS system using SQL Server and ArcGIS Server, developed database architecture strategies, and created tools and scripts to support workflows.

During his career, Nick has gained extensive knowledge working with Esri GIS software products including ArcGIS Desktop & Extensions, Model Builder, Python, ArcPad, and ArcGIS Server. Nick has developed an in-depth skill set that includes data creation and analysis, utility mapping, database administration, designing GIS workflows, and planning related to transportation, land use, and hazard mitigation. He holds a Master of Science in GIS from Saint Mary's University and a Bachelor of Arts in geography/city planning from the University of Akron.

**Jon Nelsen, PLA***Landscape Architect**Hourly Billing Rate: \$90*

In his role as a landscape architect, Jon is involved in the design of park and streetscape projects with responsibilities ranging from conceptual design to the presentation graphics to construction documentation.

Jon joined Bolton & Menk as a landscape architect in 2012. Previously, he held positions with both city and university planning departments and worked directly with the public, policy makers, and developers on master planning and development projects. He has worked on different aspects of various-sized projects including park master planning, trail design, branding and identity, streetscape design, site planning, urban design, development guidelines and review, campus master planning, and GIS analysis. Jon enjoys the creative challenges of the design field and uses new technologies to foster the best possible outcome for the client. He holds a Master of Landscape Architecture, Bachelor of Landscape Architecture, and Bachelor of Science in community and regional planning, all from Iowa State University.

Jon has collaborated on a number of projects with the MnDOT Environmental Stewardship office including landscape architecture, ecology, and GIS staff. He also works with MnDOT Metro District engineering staff on a number of highway corridor projects including the TH 61 corridor project completed in 2015 that runs through the heart of downtown White Bear Lake. Locally, Jon is actively involved in projects with the Elko New Market Parks Commission and assistant city administrator Mark Nagel, including the Wagner Park Skatepark renovations currently in the planning stages, the Rowena Pond Park Master Plan, and various other efforts. He also previously developed conceptual design concepts for the CSAH 2 corridor directly east of downtown.

**Nancy Thorkelson***Funding Specialist**Hourly Billing Rate: \$122*

Nancy provides funding updates to project managers and their clients—including Elko New Market.

Nancy began her career at Bolton & Menk in 1989. Her role as funding work group leader is vital in keeping communities strong, as she is responsible for the continuous tracking of multiple state and federal funding programs, monitoring funding availability for our clients, and bringing opportunities to the attention of our city engineers and client service managers. She also assists with the application and funding process for several programs including State Revolving Loan and Rural Development funding.

Nancy loves the opportunity to work with a variety of communities and feels strongly that it is important to have great communities for raising children and growing a strong support system. Nancy holds a Bachelor of Arts in business administration from Gustavus Adolphus College.



AVAILABILITY AND COMMITMENT OF STAFF

Bolton & Menk commits the listed staff members to the City of Elko New Market as required to meet needs and workload projections based on recent demands and information in the RFP. Should additional staff, substitutions, or replacements be indicated or necessary for key roles, we will advise and seek consent from the city in advance.

We believe everybody deserves to live in a safe, sustainable, and beautiful community. This is reflected in the core staff we're making available to Elko New Market and is reflected in all the staff here at Bolton & Menk.



APPROACH AND GENERAL SERVICES PROVIDED

We believe everyone deserves to live in a safe, sustainable, and beautiful community.

Our approach in helping to create these communities is to skillfully apply the principles of science to solve problems. Skillful application means that solutions are based on discernment, creativity, analysis, and empathy.

Discernment relates to understanding the root of the problem at hand. Problems are often brought to the engineer in the form of a requested **solution**: “We need a STOP sign,” or “I want to fill this low area.” By meeting with the resident, asking the right questions, referring to past experience, and noticing other conditions the real **problem** can be identified.

Problems may also come to the engineer as something observed: “There is a sinkhole by the catch basin,” or “There seem to be a lot of cracks on Park Street.” Discernment is needed to sort through whether these observations relate to normal wear and tear or an underlying problem.

Problems may be anticipated by the engineer based on other known factors. The need for a sewer solution at Woodcrest, for example, was forecasted years ago—allowing us to have a ready solution when the first requests came.



The council may recall we are forecasting an upcoming challenge based on street ages. This challenge is not the rehabilitation of street surfaces, but the need to fund the rehabilitation of most of the street system in a short time. Anticipating problems allows for solution planning.

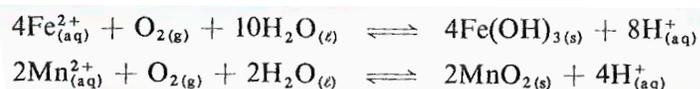
Innovation comes from a new combination of elements that worked before and to some degree somewhere else. The wider the universe of elements, the more creative the idea.

William Duggan, Author and Columbia Business School Lecturer

Potential solutions can be identified once the root of the problem is exposed. The above quote mentions elements. The elements of creative engineering solutions consist of accumulated knowledge: knowledge of products, technologies, codes, and techniques; knowledge of whom to ask; knowledge of how residents or motorists might react to a change or disruption; knowledge of what things cost, how long they last, and how to analyze life-cycle costs; knowledge of the city’s infrastructure systems, stakeholders, and history.

We don’t think brainstorming is creativity—brainstorming is unproductive without knowledge. We think creativity is applying bits of knowledge in new ways to arrive at the best solution to a problem.

Oxidation of Iron & Manganese for Water Treatment



We believe that to be more creative we need lots of available bits of knowledge. Accordingly, our corporate culture supports curiosity. We provide constant training opportunities to staff. We recruit and retain specialists. We collaborate to help bring out the best ideas. Having 474 staff in 17 locations also means more knowledge. The Woodcrest pressure sewer solution was conceived and developed, over time, with Bolton & Menk engineers from our Burnsville, Mankato, and Willmar locations that each brought unique bits of knowledge to the solution.



Identified solutions must then be analyzed. We seek to answer these questions: “Is it safe?” “Is it sustainable?” “Is it beautiful?” It is easy for councils to choose the best solution when we’ve answered these questions adequately.



Finally, the selected solution must be implemented. We evaluate each project to determine the design, bidding, and construction approach most likely to deliver the selected

solution successfully at the lowest long-term cost. We observe the following principles:

- The contract documents must be clear, the schedule and budget reasonable, and the process must meet city and state procurement requirements
- Elko New Market has a public works department capable of doing some construction; designing around that capability, when possible, offers ways for the city to decrease costs and improve quality and responsiveness
- Breaking projects up or lumping them together can target specialty work or increase economies of scale for better pricing
- Subject to statutory requirements, public advertising may not always be the best way to attract the best contractor for a project
- Whether and how to include alternates can affect pricing, award, and construction
- Our large client base makes it possible for us to advise the city of the reputation, abilities, and quirks of numerous contractors—one of which may be the low bidder on a project
- Elko New Market operates with a lean, but capable, staff so some construction projects can be overseen in house with minimal support from the city engineer’s office; a full time resident project representative (RPR) may be the best choice for others
- Residents and business owners must be taken care of; construction can be costly, disruptive, and stressful; projects are a success only when neighbors are informed, listened to, and considered part of the project team

A final activity in the project cycle is monitoring results. We do this by periodic site visits, conversations with affected city staff or residents, and keeping an ear open for complaints or comments. Occasionally, we learn of outcomes that may have involved no errors, but for some reason didn’t meet a stakeholder’s expectations. If possible, we find a modification to improve things. If not, we work to reconcile the difference with the stakeholder. Occasionally, we notice a decision that was adequate, but could be improved on. These learnings are incorporated into future projects. Most often, we notice projects performing as intended and take satisfaction in knowing a problem was solved.

Our approach is robust and thoughtful. Despite this, on rare occasion, we have fallen short of our ideals. Our intention and practice in these instances is to take responsibility for the oversight, take steps to prevent any recurrence of the problem, and agree on a resolution proportional to any losses and to the satisfaction of the council.

We believe in the power of face-to-face meetings, friendly conversations, and a collaborative decision-making process.

We have organized supporting information to our approach into several categories. It is not intended to be an exhaustive listing, but is based on our knowledge of your community and where we might see needs arise. Other services can be also provided as desired by the city. We would gladly discuss our ability to provide other services you might be interested in.

General Engineering Services

From time to time general professional engineering needs arise that are not associated with a specific project. We have put together an overview of our general engineering services. Additional services can be made available as determined by the City of Elko New Market.

Infrastructure Management – The city engineer supports the planning, design, construction, modification, maintenance, repair, and replacement of the city’s infrastructure system. This involves planning infrastructure and supporting systems; coordinating with other departments, governmental units, agencies, civic groups and the public; and supervising implementation of and/or evaluating projects, programs,



plans, services, equipment, and preventive or life-cycle enhancing maintenance, repairs, upgrades, or replacements.

Funding Solutions – We have a team focused solely on finding and developing funding solutions for municipal clients. We will continue to apply our knowledge of funding programs and experience preparing applications to help Elko New Market meet specific program requirements and guide you through the approval, documentation, and closeout processes.

Capital Improvement (and other Long-Range) Plans – Bolton & Menk assists you with the development and implementation of your 5-year Capital Improvement Plan (CIP). We work with the city council and staff to identify and prioritize projects, prepare cost estimates and funding sources/funding impacts for the projects, and make recommendations on programming the timing and other implementation strategies for the projects in the plan.

Other long-range plans may include comprehensive plans and their subparts, corridor plans, access management plans, or other roadway and utility studies.

Project Preparation (Short-Range) Plans – We assist the city with preparing for public works improvements. Short-range planning may include developing project schedules to ensure regulatory review, approvals, and permits are accounted for; preparing cost estimates to ensure identified funding is adequate; and preparing preliminary engineering feasibility reports. An important part of this stage can also include setting up and leading a public involvement or public information process.

Design and construction services are the core of what we do for cities. More information on these are provided in separate sections below.

Land Use Application and Construction Plans – Reviewing the design information in land use applications can be difficult for staff not familiar with the engineering principles, standards, and jargon involved in the plans and supporting computations. We review land use applications and construction plans from private development to ensure consistency with city codes and engineering standards and specifications. We also review them with an eye toward avoiding future issues that might make the community less safe, sustainable, and/or beautiful.

Our development review services generally include communication and coordination with developers and engineers as they prepare documents; review of concept plans, preliminary plans, and preliminary plats; and review of final plats and final construction plans. We prepare necessary correspondence throughout the review process— memos, letters, comment reports, etc.

As part of the review process, when appropriate, Bolton & Menk calculates certain development fees and/or makes recommendations on required financial securities to be supplied by the developer. All private development projects, upon reaching a reasonable level of viability, are accounted and invoiced separately for ease of pass-through billing by the city to the developer. Rich has extensive experience performing reviews and preparing letters of engineering recommendation for residential and commercial private development. His past experience in development design is helpful in his approach of working with developers to find a way to “yes”, improve quality, and/or reduce costs on projects while protecting the city’s long-term interests.

Maps and Utility Records using Geographical Information Systems (GIS) – Bolton & Menk has experience with automated mapping, asset and facilities management, and geographic information systems. These projects cover a range of applications including parcel mapping, base mapping, sanitary sewer, storm drainage, water systems, electric, gas, communications, zoning/land use, pavement management, and 3D visualizations.

We have been advising and assisting Elko New Market staff with GIS mapping since being selected as the city’s engineering consultant more than 10 years ago. Almost all maps and figures included in reports and presentations seen by the council have been prepared by our GIS group. However, our activity in this area goes beyond map preparation. We have the tools and geospatial technology that integrate into most areas within Bolton & Menk, so not only are we managing geospatial data in GIS but we are also improving efficiencies in planning, engineering, and design projects. Having this information tied to GIS allows us to offer exceptional value by providing a comprehensive view and understanding of data. This also allows us to dive deeper into spatial analysis on projects or add additional measures of public engagement and education using online tools.



We know the city's ability to take full advantage of the capabilities of today's GIS software and available data sets has been limited

in the past by staff bandwidth and, more recently, budget constraints. We've assisted the city in the past few months with selecting and implementing one seat of a GIS software to allow some maps and analysis to be done in-house at an affordable cost. However, this is a partial solution. We have systems available that can be set up and accessed by all staff or council online from any device. This allows public works to view sewer system information and plan sets on a mobile device in the field.



One of the options available, EnvisionID™, is currently

being used by more than 90 of our clients and has provided these clients with a way to improve communication, better manage records, and improve decision-making by providing a clear view of data.

A fully capable, customized system wasn't possible due to budget limits at the time the decision to set up an in-house GIS seat was made. Now that it is up and running, a reduced capability system (at a much lower cost) could be set up for Elko New Market to meet most day-to-day needs. Our compensation section describes our willingness to find ways to assist you with this or other hard-to-fulfill needs.

We have on paper and electronically all available record plans for construction. Historical plans are not yet tied to GIS; however, we've been deliberately setting up GIS data and drawing files prepared in-house for a more automated tie-in once resources become available to set up and maintain this capability. We will continue to support or complete all your mapping updates and utility records for future improvements.

Permits and Approvals – Our team routinely prepares applications for required permits on public improvement projects for the city. Permits may include Scott County, MnDOT, Minnesota DNR, MDH, MPCA, and other organizations. In addition to project permits, we can assist Elko New Market as necessary with permits or agency coordination of overall infrastructure systems.

Engineering Project Management for Construction – Members of the Bolton & Menk team perform engineering services and project management during construction of your municipal public works projects. Using a team approach allows us to provide individuals who are experts in the scope of work for each project. For example, the project manager for a transportation project may be different than the project manager on a wastewater project.

Rich and Sarah have experience assigning, overseeing, advising, and mentoring appropriate staff based on project needs. They have the support of others in the firm knowledgeable about construction services, creating a broad knowledge base of engineering, construction, and maintenance activities at the local level. In order to maintain quality and consistency of delivery, Rich or Sarah will coordinate and oversee the activities of all project managers and team members used in service to Elko New Market.

Water Resource Engineering/Stormwater Management – Elko New Market is required to be covered as a municipal separate storm sewer system (MS4) by a general permit for stormwater discharge under the federal National Pollutant Discharge Elimination System (NPDES) promulgated by the Environmental Protection Agency (EPA) as administered by the MPCA. This permit requires the city establish and maintain a program consisting of certain elements to reduce and control the discharge of stormwater pollutants from the city. Bolton & Menk prepared this program for Elko New Market and continues to maintain it on behalf of the city.

The city's stormwater runoff drains to four different watersheds, two of which have regulations established with which the city's rules must be consistent. These are the Scott Watershed Management Organization and the Vermillion River Watershed Joint Powers Organization. Bolton & Menk has a history of working with staff in these organizations and has helped the city establish and enforce ordinances consistent with their (differing) standards.



Elko New Market and its growth area contain a lot of natural wetlands. We anticipate few, if any, future development projects without



wetlands on site. Most will not only require boundary certifications but also permits for impacts. These permits are issued under the WCA, administered by BWSR and USACE for most wetlands.

The Elko New Market council and staff is familiar with Dan Donayre from recent wetland applications and associated meetings. He will continue to serve Elko New Market on wetland issues. He and our other water resources staff are not only familiar with these agencies and their rules, regulations and processes but also know that development projects are necessary and beneficial to the safety, sustainability, and beauty of communities. Our staff coordinates with Scott County Soil and Water and BWSR representatives to set up technical evaluation panel meetings and works with them to help developers gain needed approvals, while helping the city maintain compliance with applicable wetland regulations.

Our staff actively maintains professional relationships with local, state, and federal agencies to the benefit of our municipal clients. In addition, we attend annual informational meetings held by the MPCA, BWSR, and watershed organizations in order to keep current on issues that may affect the city.

Municipal State Aid System Management – We introduced and had a work session in Elko New Market with Joe Duncan, P.E. from our Mankato location to give an overview to staff and the mayor of how the Municipal State Aid System works and what Elko New Market might think about during roadway and funding planning over the next several years as it approaches the 5,000 person threshold population for qualification as an MSA city.

Bolton & Menk serves as the designated city engineer and municipal state aid (MSA) representative for 16 cities

of a size to qualify for this funding. We support and/or complete projects in numerous other MSA cities that have their own engineering staff in-house. We have experience managing the MSA system and have an excellent working relationship with all district state aid engineers, the MSAS needs unit, and other state aid staff. In addition, we have completed independent MSA construction needs reviews for more than 30 cities that have resulted in an increase to the city's annual apportionments.

Participation in City Meetings – Rich has dedicated the time required to represent the city at internal and external meetings involving engineering issues—and often contributes to non-engineering related meetings. These meetings have involved staff, council, residents, developers, agencies, architects, and/or other engineers. Feedback over the years is that Rich is knowledgeable on issues or brings in additional support as needed in order to address questions and concerns professionally and in a timely manner. He is also able to translate/explain more technical issues to staff and council in a way that promotes understanding and better decision-making. Rich will continue to serve as the city's primary resource for meeting support.

Rich, or as necessary and appropriate, Sarah, will be available for regular or special city council meetings, work sessions, planning and zoning commission meetings, park board meetings, other city committee, commission, or staff meetings, resident and business owner meetings, developer meetings, and other engineering or design firm meetings. Bolton & Menk will act as a liaison with Scott County and other local, state, and federal agencies on issues requiring engineering expertise.





Development Project Meetings – We assist the city in the early stages of a development project by meeting with developers and their design team to discuss issues that may pose significant challenges to approval. The issues usually involve access, adjacent or collector roadway improvements, wetlands, or utility availability—sometimes all of them. We work with city staff and the developer to find solutions to these challenges so the project can remain viable. We developed an engineering manual for developers preparing applications and plans that promote quality and consistency and reduce rework and comments.

These early meetings and support efforts are given special mention because of the importance of successful developments to Elko New Market at this stage in its growth. The community and the council have been supportive of the city doing all it can to move developments forward. Our approach reflects that desire. Our approach to review of development applications and plans is described above.

Other Services – We’ve proudly provided non-traditional services to Elko New Market ranging from printing and mounting large-format documents to training on and lending global positioning equipment to facilitating non-engineering meetings to supporting efforts to attract development to being responsible for interim public works department coordination and management advice, among other things.

We know resources can be limited in smaller communities and we not only stand ready to serve in any way requested but also remain engaged in communities and speak up when we notice ways to help.

Design and Bidding Services

Plans and Specifications – Part of our job is to secure the best services at the best price for the city. Bolton & Menk prepares plans and specifications for use in soliciting quotes or bidding. The process begins with a thorough boundary, topographic, and utility survey of the project area with our in-house survey crews. Our project managers set parameters for the project during feasibility or concept stages that are turned into construction plans by our design engineers and technicians—using the same data and software and coordinated with our surveyors. We regularly meet with staff to review progress and solicit input on the plans and specifications to make sure goals are met. When completed, we present plans and specifications to the city council for consideration of approval and further direction.

State and Federal Agencies – Project regulations and funding often involve several agencies. We have a history of successfully completing complex projects across multiple jurisdictional agencies. We are familiar with standards, procedures, design requirements, plan reviews, and approval processes for projects that involve state and/or federal funding.

Bidding – During the bidding process, we are there every step of the way—from initiation to contract execution. Upon approval of plans and specifications by the city council, Bolton & Menk prepares and submits the required bids for advertisement publication. We take care of making bidding documents available to interested bidders and plan holders in both electronic and printed copy, address questions from bidders during the advertising period and, if required, issue addenda.

We attend the bid opening for every project, review bids, verify prices, and prepare a tabulation of all bids received. We also evaluate the bids and provide a summary letter of the results, indicating the appropriate action for proceeding.

After the city council awards the contract, we prepare contract documents and distribute them for review and execution. We assist the city in the review of proposed contractor insurance certificates and required bonds, as well as any other helpful contract execution document details.

Project Management/Construction Services

There are two categories of project-specific engineering services: public and private. Construction services for public projects are initiated by the city and generally completed under a public construction contract. The scope of services depends on project size, type of improvements, number of people affected by the improvement, authorization provided by the city council and staff, etc.





Bolton & Menk understands these are not our projects; they are the city's projects. Our services are tailored to best meet the city's needs and project goals.

Private projects refer to those instances where Bolton & Menk acts as the city representative and performs construction services related to private development. These services are tracked separately to allow you to collect reimbursement from developers initiating the work.

Preconstruction Conference and Progress Meetings – Bolton & Menk will convene preconstruction conferences for projects with invitees and an agenda commensurate with the size and complexity of the project. Our preconstruction conference details the improvement project and allows stakeholders (i.e. city staff, contractor or developer, utility representatives) to discuss project issues and concerns. We prepare the agenda, lead meeting discussions, and produce meeting minutes.

Construction-Related Activities – Our clients depend heavily on our construction assistance capabilities. Our construction observers and engineers-in-training (EITs) in their first year obtain one or more MnDOT certifications for construction. Senior observers will have several, covering different major areas of construction activity. EITs are assigned construction roles to make their aptitude and knowledge available to clients and to expand their overall engineering skill set (all of Elko New Market's key team members also have field experience as observers or resident project representatives). Our field staff, under a project manager's supervision, complete the following tasks:

- Perform construction observation, including coordination of field testing
- Serve as a liaison between residents and the contractor when necessary to ensure disruptions to their property and daily lives are minimized and mitigated
- Prepare and maintain project documentation such as a daily log of conversations and progress, photographs/videos, test results, scale tickets, etc.
- Conduct regular progress meetings
- Prepare progress and final payment recommendations
- Review and make recommendations on change order requests
- Conduct walk-throughs, prepare punch lists, and make final acceptance recommendations
- Verify subcontractor payment by gathering lien waivers

- Coordinate other paperwork such as wage rate verifications or state revenue department requirements
- Convert contractor records and observer notes into record drawings (formatted where possible to facilitate future inclusion in GIS data)

In addition to required services, an important service worth mentioning is construction staking. Plans prepared from initial survey data are returned to survey where computations are made for crews to set location and grade stakes in the field. Without this information, contractors don't know where to build. Our crews use technology to enable one crew chief to do what it used to take two or three people to do just a decade ago.

Bolton & Menk has several survey crews to perform construction staking. Our licensed land surveyors also provide traditional survey services such as property surveys, platting, legal descriptions and exhibits, and reviews of other surveyors' work.



A final construction service to mention is communication. We have staff whose primary function is to coordinate and prepare or advise project managers on timely and useful communication with project residents and stakeholders above and beyond incidental interaction with field staff.

The media used may include:

- **Newsletters** – Not the Xeroxed, Word documents of yesteryear, a professional-looking and project-specific newsletter is an excellent way to keep residents, businesses, and property owners informed on a project; they are particularly useful for projects with long timelines
- **Websites** – Many people rely on the internet to gather information; we can design and host a project web page on Bolton & Menk's website for Elko New Market and its community members



These project web pages may include digital versions of the newsletter, project schedules, detour information, construction



updates, city ordinances, and project contacts. You can see examples from other Bolton & Menk communities on our website, <https://www.bolton-menk.com/clientsites>

- **Social Media** – Social media tools like Twitter or Facebook can serve as an efficient way to keep residents informed on project status and schedule

Prepare Engineering Reports and Technical Correspondence

Feasibility Reports – Bolton & Menk prepares reports for projects where the scope of work or financing approach warrants or requires. Our feasibility reports identify project need, describe existing conditions and proposed improvements, and provide detailed cost estimates, financing/funding alternatives, and schedule. We include figures with the reports as appropriate. When applicable, we make sure the contents of feasibility reports meet the requirement of M.S.429 for Special Assessments.

Prepare Preliminary and Final Assessment Rolls – Bolton & Menk applies city policies (that we often helped prepare), standard practice, and commonly understood principles of fairness in the preparation of assessment rolls for projects. We coordinate with city staff for notices on public hearings for publication and distribution consistent with statutory requirements. We present the computation approach and resulting assessment rolls to the city council and public at and field questions at the formal hearings required for the projects.

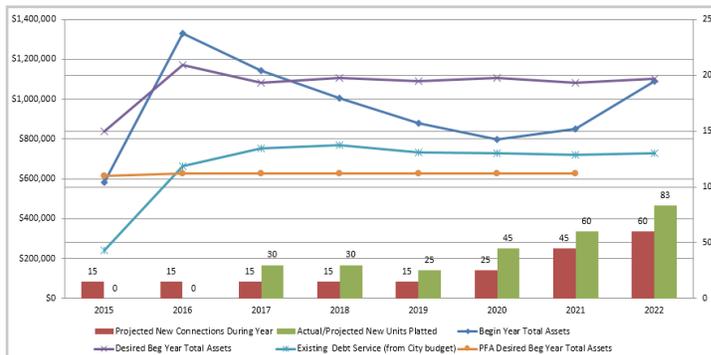
Present Feasibility Study at Public Meeting – Feasibility studies are usually presented at formal public hearings, but can also be previewed at council meetings or workshops or at information meetings with the public. Feasibility study

presentations are an important part of projects involving special assessments. Residents will often come in fearful of the costs and property impacts, may have questions but are unaccustomed to speaking in a public forum, or may be opposed or even angry about the project. The presenter must anticipate and be sensitive to the information and emotional needs of attendees. A high-quality presentation and empathetic response to comments and questions can help a council navigate more easily potentially challenging meetings.

For those meetings that require information of a specialized nature, Rich may bring additional Bolton & Menk experts to present the material in their area of specialty.

Plat Reviews – Bolton & Menk licensed engineers and surveyors review concept plans and the preliminary and final plats of local developers to make sure they conform to the city’s zoning and subdivision ordinances, development standards, and good survey practice. We summarize the reviews in written reports for the city.

Utility Studies – Rich has prepared and supported rate studies for municipal water, wastewater, and storm sewer systems. We assist in evaluating the consumption rates, system O & M costs, debt service costs, and other factors. We work with city finance staff in accordance with fiduciary rules and accounting expertise to recommend rates to reach and maintain city and lender fund balance policies. Rich originated the idea of graphing relevant information several years ago in order for the council to understand, at a glance, the implications of assumptions and decisions the council was being asked to endorse.





Prepare Comments on Other Agency Reports and Plans – Bolton & Menk reviews reports, plans, and studies prepared by other agencies that may impact Elko New Market when requested to do so. With your best interest in mind, we provide recommended comments and responses in a written report for your use. Examples include analyzing the impacts of large development projects in adjacent locales (such as gas lines or electrical transmission lines) or impacts associated with county or state highway projects within city limits or its growth area.

Library of Records – Bolton & Menk establishes and maintains records of the following information. The records are primarily electronic and for more recent projects are organized for easy search and retrieval using specialized software:

- Permits and applications
- Contract documents
- Addenda
- Copies of referenced standard specifications
- Project schedules
- Shop drawings and submittals
- Applicable correspondence
- Records of pertinent telephone conversations
- File memoranda and directives; change orders
- Requests and recommendations for payment
- Project budget and cost information
- Diaries and logs
- Records of noncompliance
- Field test and televising results
- Materials testing reports
- Record drawings
- Project photographs
- Project studies and reports
- Project progress meeting minutes
- Other information as required



RELATED EXPERIENCE

Bolton & Menk’s experience in executing municipal infrastructure projects for clients similar to Elko New Market is second to none. This section presents samples of projects requested in the RFP and/or that we believe reflect the types of improvement projects the city will face in the next decade.

We believe the City of Elko New Market can best gauge our level of service and client satisfaction from our direct contributions and efforts within the city over the last 11 years. Some high-profile projects we have assisted the city with include:

- CR 2 Reconstruction Construction Services
- Water Treatment Plant and Associated Improvements
- Park I-35 Alternative Urban Areawide Review (AUAR)



Throughout our service to Elko New Market, we have also served as a representative and advocate of the city and its interests relative to interagency projects. We have represented the city on a variety of issues and projects coordinated with MnDOT, Scott County, and New Market Township. Even if not strictly necessary, we’ve reached out to these agencies in the spirit of fostering and maintaining the collaborative relationship the city has been striving for with neighboring jurisdictions.

In addition to our work for the City of Elko New Market, the following includes representative projects for other communities. We have also included contact information and encourage you to use these references to evaluate Bolton & Menk’s performance on those projects.

Major Street Reconstruction Projects

Designing and constructing thousands of miles of streets and roadways gives us the expertise to address the challenges the City of Elko New Market will face with its projects. We anticipate these challenges will include business and resident disruption, limited right-of-way, access control, pedestrian safety, project costs, special assessments, and schedules.

The primary issue Elko New Market will face with existing roads in the coming decade is rehabilitation of many miles of streets. Distresses are appearing across town at approximately the same time because of the way the city rapidly expanded in the early 2000s. The distresses are more pronounced on streets with higher volumes—especially minor collectors. While completing a lot of rehab work at once can reduce unit costs, it poses funding challenges. An important part of tackling this problem will be the use of special assessments. While never easy to garner support for this funding option, providing credible explanations to affected residents in an understandable way can reduce opposition. Rich has a strong record of satisfactorily explaining to residents the need for and benefits of projects that started off with high initial opposition.



The city has a couple areas where the continuing deterioration of streets and utilities will eventually lead to increased willingness of residents to support and be assessed for a full reconstruction in lieu of pavement rehab only. These are in the older parts of former Elko and former New Market. We recommend letting street condition drive the decision to move forward since it is typically the most costly component of a street reconstruction project. A tipping point is where “get by” maintenance to repair potholes, etc. becomes more than can be reasonably handled each year. We have scores of full reconstruction projects that illustrate our experience, including 265th Street in former Elko. A couple others are provided below.



Rich and Sarah will lead local street projects. On rehabilitation projects, Rich will oversee technical concepts and design, seeking to increase pavement longevity, avoid unintended consequences, and maximize value, while Sarah will take charge of project management and logistics based on her past experiences on similar projects (Burnsville Heart of the City, for example).

On full reconstruction projects, Rich will serve as the project manager, leading the public involvement and special assessment process as well as design, bidding, and construction. He will be supported by Jacob on traffic issues and a design engineer and CAD technician on plan production and construction. Sarah and Bob will provide additional support on the 429 process, permitting, and construction services. Projects involving work on county highways or I-35, requiring signals, or involving federal funds will be managed by Aaron Warford.

Heart of the City Arterial Roadway Improvements, City of Burnsville

Contact: Ryan Peterson, City Engineer, 952-895-4459

Nicollet Avenue, Burnsville Parkway, and Aldrich Avenue carry high traffic volumes and run through Burnsville's Heart of the City—a pedestrian-friendly downtown area with retail shops, businesses, community park, big-box retail area, and residential routes. Comprehensive improvements were needed along four miles of these arterial roads. Bolton & Menk provided design and construction services for the \$5 million state aid project.

Improvements included pavement rehabilitation, improvements to pedestrian facilities to meet current ADA standards, watermain interconnections, trenchless forcemain rehabilitation, and revitalized median landscaping. The street rehabilitation included a full-width 2-inch mill and overlay. The existing eight miles of curb and gutter was walked during design and prior to construction to determine and confirm which segments needed to be replaced.

Spot curb replacement was completed on those segments where the existing curb was failing or in poor condition. The condition of the existing utility structures were evaluated during design. At a minimum, structures were adjusted or called out for replacement or rehabilitation.



Detailed construction phasing was required to maintain two-way traffic throughout construction and minimize impacts to area businesses and property owners. Overnight and weekend construction minimized impacts of water shutdowns to area businesses and property owners. We also used overnight paving operations to minimize impacts in a heavy commercial area. Our communication and coordination with businesses and property owners throughout construction was critical to project success.

Mainstreet Improvements, City of Hopkins

Contact: Nate Stanley, City Engineer, 952-935-8474

For decades, Hopkins has had a storied downtown full of character and charm. The primary artery of its downtown, Mainstreet, runs 15 blocks and had poor pavement condition, crumbled sidewalks, undersized watermains, deficient storm sewers, leaking sanitary sewers, outdated lighting and traffic signals, and deficient pedestrian facilities.



Bolton & Menk led a multi-faceted process of preliminary design, engineering, landscape architecture, surveying, and public engagement to complete improvements to the



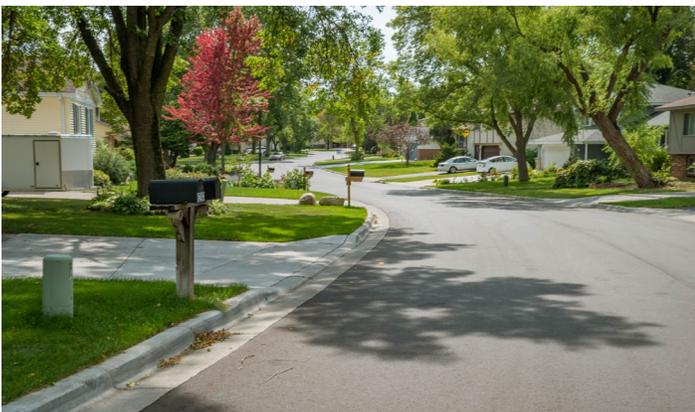
city's cherished corridor. A strategic vision was developed to create a place for the community to support local businesses through improved signage and pedestrian features. The project included 64 ADA-compliant pedestrian ramps, upgrades to nine signal systems, improved street lighting, and placement of utility bollards for street vendors. Much of this was accomplished through the successful application for federal Highway Safety Improvement Program funding.

A phased approach allowed businesses to continue with minimal interruption during construction, a feat not to be overlooked with building face-to-building face improvements. The improvements culminated in a ribbon cutting ceremony attended by more than 100 community members.

Phase 1 Street Reconstruction, City of Brooklyn Park

Contact: Jesse Struve, City Engineer, 763-424-8000

Several blocks of city infrastructure were in dire need up upgrades along with improvements to drainage in the area. Bolton & Menk completed the surveying, project development, design, bidding, and construction administration for the reconstruction project. The project included approximately 6,400 feet of watermain replacement, spot sanitary sewer repairs, more than 21,000 feet of concrete curb and gutter replacement, driveway reconstruction, 36,000 square feet of bituminous pavement reconstruction, turf restoration, erosion control, and traffic control. Drainage improvements included a new stormwater management pond.



Weekly construction updates and notifications to residents were dispersed to inform them of changing construction conditions, which was critical to the success of the project.

The project was completed with minimal disruption and improved the failing infrastructure and drainage issues in the area.

Downtown Improvements, City of Jordan

Contact: Tom Nikunen, City Administrator,
952-492-2535

Historic Jordan, like many small towns, was faced with crumbling utilities beneath its downtown core. The need for infrastructure replacement created an opportunity to revitalize the business district.



Working closely with local business owners and community members, the city and Bolton & Menk created a safe, walkable downtown, compliant with modern ADA standards and with improved sightlines at intersections. Bump-out planting areas, wayfinding signage, and informational kiosks completed the downtown renovation.

To keep disruption to businesses at a minimum, a plan was developed to close three city blocks at once, rather than stage construction over a longer time frame. The project was completed within an astonishing eight-week construction window.

CSAH 10 Realignment in Waconia, Carver County

Contact: Darin Mielke, Assistant Public Works Director, 952-466-5200

CSAH 10 serves as the backbone of Carver County running from Chaska through Waconia to Watertown. Much of the county's planned growth will occur near this corridor. CSAH 10 cuts through urban Waconia at lower speeds with many access points. The city and county have planned



for a beltway that would re-route the corridor to the edge of the community serving as a high-speed corridor with highly managed access. In 2014, the school district passed a referendum that called for major development to expand their facilities in Waconia. The land this was to occur on straddled this beltway vision, accelerating the planning and implementation of the western portion of the beltway.



Bolton & Menk worked with Carver County and the City of Waconia. Competitive funding was successfully obtained to relocate the roadway to the west, with funds being used to manage access on Highway 5 and construct a roundabout at new CSAH 10. A comprehensive corridor study was completed to identify the corridor alignment, focusing on items such as cost, safety, sight distance, typical section (urban or rural), trail accommodations, access management, intersection safety and control, property impacts, drain tile, and farmland triangulation. Our team also completed traffic studies, wetland delineations, hydraulic analysis, utility coordination, trail design, pedestrian underpass design, and right-of-way acquisition assistance. The partners agreed on a recommended alignment that balanced the key issues.

Final design and an EAW is currently being completed with construction for this project to occur in 2017 so it is open when the school opens next fall.

Water Utility Projects

Water and wastewater treatment has long been a significant focus for Bolton & Menk, helping municipalities and industries clean, conserve, and protect their water supplies. We have the largest staff dedicated to water and wastewater treatment of any regional firm. Our staff has the expertise to arrive at the right solutions for your water and wastewater needs.

Our relationship-based engineering methods have allowed us to design some of the most advanced and first-of-their-kind wastewater treatment facilities in the country. We plan and design systems and processes to exceed regulatory requirements, meet capacity demands, and easily maintain, collect, and treat water and wastewater.

Treatment of wastewater or potable water, however, is not where we expect Elko New Market to have a need in the next decade. Rather, it is the collection and conveyance of wastewater and the distribution of potable water—especially the sequencing and funding of trunk sewers and watermains and elevated water storage—that will require creative problem solving. Accordingly, we've provided some examples of similar projects below. Wastewater projects are in a separate section following the order of required information from the RFP, although many projects involve both. You'll note some overlap. Some treatment plant examples are also provided in response to the RFP.

Seth Peterson and his group will be assigned any projects involving wells, storage, treatment, pumping stations, or standby generation. Rich or Sarah will handle water distribution system or wastewater collection system projects.

Central Avenue Improvements, City of Medford

Contact: Andy Welti, City Administrator,
507-455-2866

Bolton & Menk provided planning, coordination, feasibility, design, and construction services for the Central Avenue Reconstruction project. The project included roundabout and ramp terminal improvements by MnDOT, the replacement of the Straight River Bridge and reconstruction of 2,400 LF of county state aid highway by Steele County, and the upgrade of utilities on the main road into the city from I-35 by Medford.





The project involved an extensive review of possible improvements made opportune by the county's plan to reconstruct the roadway. The city wanted to establish a second 12-inch watermain loop from the existing distribution system from the heart of the city, on the east side of I-35 to the west side for I-35. The loop provides additional pressure and fire flow capacity for future and existing development. It also provides redundancy for system robustness and operational flexibility. We reviewed two alternatives and evaluated on behalf of the city. In order to complete this loop, the watermain needed to cross both the Straight River and I-35. Two trenchless techniques, directional drilling (under the Straight River) and jack & augered (under I-35), were used. Both of these efforts required regulatory agency coordination with the MDH, MnDOT, and the Minnesota DNR.

Northwest Area Utility Extensions, City of Inver Grove Heights

Contact: Steve Dodge, Assistant City Engineer, 651-450-2500

Bolton & Menk completed the design and construction phases for the City of Inver Grove Heights' Northwest Area Utility Extensions project. This new infrastructure, totaling \$12 million in construction costs, will serve an area of approximately five square miles in the northwest quadrant of the city.



The major infrastructure components of this project include 10,000 feet of trunk watermain lines up to 16 inch, over 10,000 feet of trunk sewer lines up to 24 inch, dual 16-inch force mains, 1,200 vertical feet of sanitary sewer structures and 2 sanitary sewer lift stations up to 6.7 MGD. The utility alignments traverse local roadways, county roadways, and MnDOT trunk highways, which required significant amounts of interagency coordination.

A significant challenge of this project was designing constructable trunk sewer lines to depths of greater than 70 feet. In determining the feasibility and approach to this construction, Bolton & Menk employed a value engineering process involving geotechnical engineers and expert contractors in the fields of deep sewer construction and trenchless construction methods. As a result, the design included methods of open trench construction along with innovative directional auger boring construction. Additional project requirements included city and county road reconstructions and the preparation of temporary and permanent easement descriptions to facilitate construction.

Bolton & Menk provided construction administration and observation services for the lift station. We also provided construction administration and observation services for the \$10 million trunk watermain and sanitary sewer improvements.

Water Treatment Facility, City of Elko New Market

Contact: Thomas Terry, City Administrator, 952-467-2777

Due to elevated levels of radionuclides in the source water wells, the City of Elko New Market needed additional treatment for their drinking water.

To determine the best solution for the city's water supply needs, Bolton & Menk completed a water supply study to evaluate options for treatment location, capacity, and technology. The study resulted in the design and construction of a 1,350 gpm gravity filtration water treatment facility, a new 1,000 gpm supply well, and more than 10,000 feet of new raw and potable watermain. These three watermains were designed in a single trench for economy, where possible, but needed to thread through existing development, under CSAH 2 with no digging, and across open farmland.





Through thorough evaluation and planning, the final design provided the city with a water treatment facility that will not only meet the current needs of the city but can also easily expand to meet the needs of the growing community in the future.

Watermain Interconnect, City of Elko New Market

Contact: Thomas Terry, City Administrator,
952-467-2777

The former cities of Elko and New Market merged in early 2007. Each city had a separate water supply and distribution system. Differences in water quality and a desire for improved reliability and emergency water supplies prompted Bolton & Menk, as city engineer, to recommend a connection between the systems. The cost of the project was partially offset by taking funds earmarked for a production increase on the New Market side and investing in the connection instead. The connection made the well upgrade unnecessary. The project also enabled the city to save thousands in reduced chemical use on the New Market side. The emergency benefits were realized during an extended power outage in July 2010.

The improvements included 2,100 feet of 12- and 16-inch watermain. A crossing of Scott County Highway 91 was made by directionally drilling a casing pipe and inserting a 12-inch watermain. Grading for a future sidewalk connection was designed as part of the trench restoration. The improvement also included a pressure reducing/sustaining station, needed due to elevation differences between the two systems. Most of the improvements were located, by permit, adjacent to CSAH 2 within Scott County right-of-way. The plans provided for a flexible (within limits) watermain alignment to allow for field adjustments. These field adjustments protected buried small utilities with imprecisely known locations while maintaining a safe slope from the edge of the roadway.

Stormwater Projects

We anticipate upcoming stormwater projects in Elko New Market will primarily be associated with new development. We further expect most stormwater projects will be local to the development site due to the challenge of conveying large, untreated flows to other sites for treatment and the logistic and funding challenges of getting treatment facilities in place prior to off-site developments.

Accordingly, our experience in reviewing development stormwater management plans for the city will be essential to prevent drainage problems and protect downstream structures, streambanks, and receiving waters while facilitating needed growth in the city.

Bill Douglass from our Mankato location will oversee or provide technical support on large or more complex stormwater conveyance or treatment projects should any be identified in Elko New Market; however, Rich and Lani in our Burnsville location are anticipated to have the expertise and time to handle most Elko New Market stormwater needs.

Boulder Heights, City of Elko New Market

Contact: Thomas Terry, City Administrator,
952-467-2777; Luke Israelson, KJ Walk,
952-826-9068

Boulder Heights is a 130-unit subdivision on 50 acres currently approved for phase 1 construction of about 50 lots. The site is challenging for stormwater design because of a large wetland currently receiving runoff at multiple points, tight soils that are moisture susceptible, two separate watersheds, and natural slope in a single direction that can lead to excessive ponding at low points. Stormwater regulations are increasing more than any other area of engineering, requiring developers to design new runoff patterns, volumes, peak flows, and qualities to match existing characteristics.

Rich worked with the developer early on to find ways to preserve drainage patterns without unduly increasing costs, prevent rear-yard drainage complaints prevalent in pre-merger developments, reduce maintenance challenges, prevent excessive ponding in streets during large storms, and meet stringent volume-control requirements. We also worked with the developer to reduce storm system costs by being open to the use of modern thermoplastic pipes that offer a MnDOT-approved competitor to traditional storm sewer materials.



Carter Street Drainage, City of Elko New Market

Contact: Corey Schweich, Public Works Superintendent, 952-467-2777

Carter Street is part of Whispering Creek North Second Addition. The homes on the eastern side of this street are characterized by the sharing of a long, steep upward slope along each backyard. The development was constructed pre-merger. The grade in the area of the homes was achieved by grading a deep cut in the pre-development grade, which also created the slope. We've often seen in these situations that porous, waterbearing layers of soil can be exposed in the cut, leading to continuous weeping of water down the slope and affecting the down-hill structures and backyards. This was the case at Carter Street.

The chronic wetness at the homes and backyards meant sump pumps and drainageways were constantly discharging to the gutter of Carter Street—even in winter. In the summer, the constant moisture led to moss growth in the gutter. In the winter it allowed ice to fill the gutter. Both caused safety and nuisance problems that residents objected to and public works was unable to reasonably address.

We came up with a plan to create a cut-off drain partway up the slope to reduce weeping at the bottom, as well as a tile system that reduced standing water in backyards and gave sump pumps a place to connect to that kept surface water out of the street. A major challenge of the project was working out an assessment arrangement with homeowners. The city picked up overhead costs, but construction was assessed on an equal basis to homes at the bottom and top of the hill. The justification was that high homes generated at least some of the runoff, as well as low homes, and that all property values benefit when neighborhood drainage problems are solved. We also took the position that if the system had been put in by the developer, the cost would have been spread to each lot. Residents objected to varying degrees based on different arguments, but in the end the assessments went forward with no appeals. There have been no complaints brought to our attention since the project was completed.

CSAH 2 (Phase I and II), City of Elko New Market, Minnesota

Contact: Thomas Terry, City Administrator, 952-467-2777

CSAH 2 in Scott County is an arterial roadway on the county's system and is also Main Street through the City of Elko New Market. The roadway provides the primary access to I-35 for the community and southern Scott County. The city has trunk and lateral sewer and water infrastructure in the CSAH 2 corridor. CSAH 2 was reconstructed from one-half mile west of the city through downtown and to I-35 in two phases beginning in 2005 and wrapping up in 2009. The total length of the projects was just over three miles.

Bolton & Menk, as city engineer, planned, designed, and/or managed the construction of city infrastructure upgrades and expansion. The city's improvements included new sewer and water under the new roadway to set up the city for anticipated growth to the west. It also included improving off-street parking, enhancing the streetscape, and preparing for future decorative lighting. City plans for utilities, streetscaping, lighting, and parking were prepared in coordination with county plans and included in the bidding and construction documents issued by Scott County.



What the Elko New Market staff and council may not be aware of is that Bolton & Menk prepared the stormwater management plans and calculations, storm sewer plans, and stormwater pollution prevention plans for both phases of the entire project under a separate contract with Scott County (prior to being named city engineer). As city engineer, Bolton & Menk devised a regional stormwater approach for downtown Elko New Market, showing that modification of the existing pond could serve the roadway improvements, as well as redevelopment of the downtown area.



This avoids the need for additional treatment systems that would reduce the viability of future redevelopment. A cash-in-lieu of ponding approach is available to meet stormwater management needs for any redevelopment project in the downtown.

In addition to coordination with Scott County, the project involved coordination and review of plans from the Elko New Market Joint Sewer Board and the Metropolitan Council for Environmental Services, who both also made improvements as part of the project.

Challenges included working next to downtown businesses and residents and maintaining access, petroleum contaminated soils, protection of existing utilities (especially telephone duct banks), directional drilling through a former roadbed, and settling of deep organic soils (and the existing sewer pipe residing therein) due to changes in overburden.

Wastewater Treatment Projects

Cleveland Sanitary Sewer Lift Station and Forcemain, City of Roseville

Contact: Luke Sandstrom, Civil Engineer, 651-792-7000

The Cleveland Lift Station had numerous deficiencies including capacity issues, inflow and infiltration issues, and a need for a generator. Bolton & Menk prepared a feasibility study, developed plans and specifications, and performed construction engineering services for the replacement of the existing lift station and forcemain.

The existing lift station was a Smith and Loveless wet well/dry well station. The new lift station includes a new precast wet well with two submersible pumps and a new precast valve vault. The project included a new natural gas emergency backup generator and control panel. The project also included replacing the existing forcemain with a new directionally drilled high-density polyethylene (HDPE) forcemain. The new lift station was constructed south of the existing station and installed while the old station was still operating, eliminating the need for expensive bypass pumping. The designs incorporated new controls and SCADA interfacing. The city now has an updated facility to serve the homes and commercial properties in the area.

2016 President's Area Sanitary Sewer Rehabilitation, City of Edina

Contact: Ross Bintner, P.E., Engineering Services Manager, 952-927-8861

The City of Edina needed to replace a failing and undersized sanitary sewer line serving the northwest area of town. The sewer alignment is adjacent to Mirror Lake, in heavily wooded backyards. Bolton & Menk evaluated viable construction methods and determined that pipe bursting was the best solution for this project.

Using pipe bursting for sewer replacement, the pipe was able to be upsized while minimizing overall impact (tree removal and street/traffic impact). Our team coordinated temporary construction access and necessary tree removals with area residents. Tree clearing was limited to approximately five areas along the pipe alignment in order to access manholes or install construction pits for pipe bursting efforts. The use of a trenchless replacement also allowed for minimal impact to the adjacent lake and minimized the need to work in poor trench conditions due to high groundwater levels. Pipe bursting also reduced the impact to local traffic on a busy regional corridor. Traffic impact was minimal, including one day of one-lane traffic rather than a week or more impact with open-cut construction.

Nicollet Avenue Forcemain Replacement, City of Burnsville

Contact: Ryan Peterson, P.E., City Engineer, 952-895-4534

Nicollet Avenue carries high traffic volumes and is a major (four-lane arterial) north-south corridor extending from CR 42 to Cliff Road. As a part of the Heart of the City Arterial Roadway Improvements, an existing forcemain required replacement. The street improvements were limited to rehabilitation via mill and overlay so a trenchless forcemain replacement was desired. Using pipe bursting, the existing forcemain was able to be replaced with minimal additional impact to the street and traveling public. Temporary bypass pumping was required to maintain service to the existing lift station/neighborhood served by the forcemain.



Wastewater Treatment Facility, City of Waterville

Contact: Teresa Hill, City Administrator,
507-362-8300

The City of Waterville needed to upgrade their existing wastewater treatment facility, which was more than 50 years old and to meet effluent limits for phosphorus. The city and Bolton & Menk worked together to develop and evaluate various treatment options, their costs, and their impacts on the environment. During the planning stages, a comprehensive approach was taken to minimize impacts of construction on Lake Sakatah, the receiving body of water, while providing a regional treatment facility that could easily be expanded to help serve area lakes and campgrounds.



A biological nutrient removal extended aeration activated sludge process followed by gravity sand filtration was selected to meet current and future community needs. This process can also be easily modified to meet additional and more stringent effluent requirements in the future. The project received significant grants as part of the phosphorus removal improvements and was completed in 2017. The project provides the City of Waterville the ability to meet the wastewater needs of its residents and businesses while meeting effluent quality standards set forth by the MPCA.

Wastewater Treatment Facility, City of Elk River

Contact: Justin Femrite, City Engineer,
763-635-1000

Because of more stringent limits as part of the city's new permit, growth potential, and aging facilities, the City of Elk River needed to expand their wastewater treatment facility. Bolton & Menk prepared a Wastewater Facility Plan and assisted the city with their NPDES permit

reissuance process. New design flows and loadings were calculated and the existing treatment facility was evaluated.



Based on the evaluation and new design flows and loadings, various treatment alternatives were developed. Portions of the existing treatment facility required no work and other processes required substantial improvements. In addition, it was determined that an activated sludge process should be added to the facility. Biosolids options were also evaluated and it was determined the most cost-effective option was to pursue a public/private partnership with a local provider for disposal of the biosolids. Design and construction engineering and start-up services were also provided. The city now has an updated wastewater treatment facility that will accommodate future growth.

Additional Projects

Pete's Hill Overlook Improvements, City of Elko New Market

Contact: Mark Nagel, Assistant City Administrator,
952-467-2777

Pete's Hill Park features Pete's Hill, the highest point in Scott County and longtime place of interest for local residents. Visitors to the hill are greeted with a wonderful view of the surrounding locale. For many years there was a trail to the top, but it was quite steep and therefore not widely accessible.





The city and Bolton & Menk collaborated to develop an ADA-compliant, bituminous trail featuring hairpin turns and an educational overlook. Not only does the hilltop site provide excellent scenery but also an opportunity to learn about local history. The project includes interpretive panels, limestone block, benches, an ADA-compliant pathway, and native plantings. The connecting trail segment and overlook are part of an ongoing program involving collaboration between Bolton & Menk and the city to improve recreational facilities in the park.

Riverfront Renaissance Improvements, City of Hastings

Contact; Nick Egger, Public Works Director,
651-480-2370

The City of Hastings wanted to revitalize and reconnect their downtown to the Mississippi River. Bolton & Menk developed a three-phase Downtown Riverfront Renaissance project. Phases one and three focused primarily on the downtown infrastructure, while the second phase focused on Levee Park, a prominent park straddling the Mississippi River and downtown business district.



Collaboration with city staff, stakeholder groups, and the general public aided in the development of a Park Master Plan that included a limestone amphitheater, musical playground, ice skating rink, branding and signage, enhancement of the Mississippi River Trail, and a veterans memorial. Final design services, including construction administration, were also completed. The city now has an updated park linking downtown to the Mississippi River.



City of Elko New Market Projects

Since serving as consulting city engineer for Elko New Market since 2007, we have completed numerous projects for the city. We have included that project listing below:

- 2005 School Street Utilities
- 2006 Street Improvements
- 2007 Parks & Trails Plan
- 2007 Public Facilities
- 2007 Sanitary Sewer Plan
- 2007 Stormwater Management
- 2007 Transportation Plan
- 2007 Water Distribution
- 2008 Comprehensive Plan
- 2009 Pavement Repairs
- Adelman Property
- Ballfield Drainage
- Barsness Commercial Site
- Boulder Heights
- Boulder Point-Phase II
- Boulder Pointe
- Boulder Pointe 6
- C Friedges Lawsuit
- Chowen Ave Area
- City Hall Lift Station
- Comprehensive Plan
- CSAH 2 & 91 Roundabout
- CSAH 2 - Phase 1
- CSAH 2 Development Infrastructure
- CSAH 2 Phase II
- CSAH 2 West City Improvements
- Dakota Acres
- Eagle View Elementary
- Eagle View Estates
- Fairway Ridge Subdivision
- France Avenue Improvements
- Francis Lane Backyards
- Hidden Springs
- I&I Investigations
- I-35 AUAR
- I-35 Corridor Study
- I-35 Utility Extension
- Implement Master Plan
- Interchange Study Review
- International Motorsport
- Mahoney Drew Ave Site
- Mahowald Park Estates
- Market Place
- Marketplace Boulevard
- MCES Interceptor #2
- MS4
- Natchez Lift Station
- Natchez Trail
- NPDES Inspections
- Old Town 2nd Addition
- Old Town Road
- Osborn Property
- Paul Street Watermain
- Pete's Hill Trail
- Pheasant Hills
- Pheasant Hills Pumping
- Pilot Study & Preliminary Engineering
- Ptarmigan Lift Station
- Public Works Department
- Public Works Facility
- Rowena Ponds
- Ryan AUAR
- Ryan Companies Development
- Sanitary Sewer Misc.
- Scott CDA Sr Housing
- Small Utilities
- Storm Drainage Misc.
- Sylvester Meadows
- The Farm
- Wagner Park Parking Lots
- Wagner PUD
- Wagner Sanitary
- Water Interconnect
- Water Plant Siting
- Water System Misc
- Water Treatment
- Webster Street Pond
- Webster Wetland Bank
- Well E2 Improvements
- Wellhead Protection Plan
- Whispering Creek Pumping
- Whispering Meadows
- Williams Trail
- Windrose 7th Addition
- Windrose 8th Addition
- Woodcrest
- WWTP Decommissioning



CIVIL LITIGATION

As is the case with any large professional services provider in today's contentious society, at any given time our firm is involved in various disputes and claims. In our municipal practice, claims are typically an outgrowth of our involvement in projects for our clients, such as construction compensation disputes with contractors; however, they may also include direct claims against our firm by third parties. We have found that the types of disputes and claims that we experience are very similar to those received by municipalities and often occur as a consequence of "simply being there".

Effective risk and claims management, both for us and on behalf of our clients, is an important part of our business. Our policy is to proactively deal with disputes and address contentious issues prior to initiation of costly and time-consuming litigation. In the uncommon instances that litigation is unavoidable on project related disputes, we have worked as closely as possible with the municipality and its insurers and legal staff to provide access to appropriate engineering resources for resolving the dispute in the best interest of the public.

At the present time, the firm is not involved in any litigation as a defendant. No judgments have been entered against the firm in the last five years. We take great pride in our internal quality assurance and risk management processes. These procedures have been established to help protect the firm and our clients against unnecessary claims and expenses and are a major factor in the very low claims history enjoyed by Bolton & Menk.

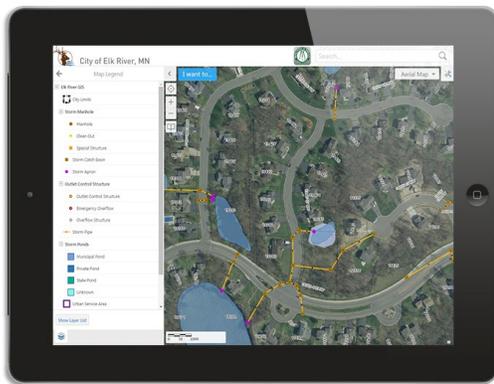


OTHER RELEVANT INFORMATION

GIS Services

Our geographical information system (GIS) team provides a deep understanding of geospatial tools to help our clients perform their work more efficiently, saving time and money. We have a passion for solving problems and extending access to information that is both beneficial and necessary for our clients. Bolton & Menk is the premier GIS provider to local government agencies, and it is our understanding of local government that places us in a unique position to integrate the latest technologies to provide innovative solutions. As clients' needs change, we continue to add services and push our capabilities to the technical limits in order to stay on the leading edge.

GIS is an essential tool that combines mapping and database technology that improves integration between departments and breaks down silos. It can be used as a tool to improve transparency and open government between all departments, other agencies, and the public. The use of GIS as a tool for an interactive experience helps to facilitate public outreach and engagement with stakeholders and residents. With so many benefits, GIS continues to be incorporated into all facets of our organization.



Planning and Urban Design Services

We bring sustainable process, design, and accountability to a community. We are passionate about using collaboration to lead us to the right solution—one that can be planned for, funded, and works today and long into the future. Our expertise offers a fresh, engaging approach to solve multi-faceted problems involving technical, regulatory, and community issues.

With every Bolton & Menk project, whether it be designing an attractive space or creating a long-term vision, we bring a unique viewpoint. Our approach covers the full scope from

big picture thinking to the technical aspects of construction and functionality. We are passionate about creating great places for people to enjoy—both now and in the future.



Structural Engineering Services

Whether it's a quaint stream riffing through a precast box culvert, a single span bridge over a railroad track, or a curved, multi-span, highway flyover, the Bolton & Menk bridge group is committed to providing the highest quality deliverables and service in the industry. Maximum client satisfaction is the foundation upon which this team of professionals delivers technical, economically viable, publicly acceptable, and sustainable solutions.



An aging bridge inventory isn't the only structural concern facing transportation officials and government agencies. Overhead signs, pedestrian skyways, tunnels, lighting luminaires, retaining walls, culverts, and water/wastewater treatment facilities are also aging. This asset class also requires structural analysis, evaluation, and repair. Our structural team, in conjunction with the firm's many specialty service experts, understands the unique attributes of these assets and are uniquely equipped to deliver analysis, studies, plans, or simple recommendations for a range of structural needs.



BASIS FOR COMPENSATION

Bolton & Menk takes pride in tailoring our engineering services to meet the specific goals and expectations of each client. Although the City of Elko New Market is familiar with our structure, we have included descriptions of key items and a proposed fee structure for your review. Our approach to providing engineering services to Elko New Market can be subdivided into three main categories:

- General engineering services
- Project-specific engineering services
- Private development engineering services

General Engineering Services

General engineering services are the professional service needs that arise within a community on a day-to-day basis and are typically not associated with a specific project.

From 2012 through 2016, Bolton & Menk provided more than \$33,000 *per year* of general engineering services to Elko New Market at no charge in support of a value-based relationship with the city.

We understand why city staff can be reluctant to reach out to consultants out of concern over paying premium prices for small amounts of time. We also respect the mutual trust and value that has been established in the special, long-term relationship we have with the City of Elko New Market.

As an experienced partner in maintaining Elko New Market as a safe, sustainable, and beautiful community, we want you to be able to turn to us with unreserved confidence as you plan for and build the city's future. We also recognize that our own investments in the community make us innate stakeholders in future city opportunities—big and small. We want to continue to be there – supporting city initiatives, hearing the community's voice, maintaining our institutional knowledge, and providing assistance along the way. In the spirit of this mutually beneficial relationship, we offer you:

- City engineer attendance at city council meetings (two per month) at **NO CHARGE**
- City engineer attendance at city council work sessions (two per month) at **NO CHARGE**

- City engineer attendance at planning commission meetings (one per month) at **NO CHARGE**
- City engineer attendance at staff project meetings (two per month) at **NO CHARGE**
- Assistant city engineer attendance at Bolton & Menk-hosted engineering meetings (two per month) at **NO CHARGE**

Reimbursement for Expenses: Mileage, basic reproduction of documents, CAD/computer usage, field supplies/survey stakes and equipment, GPS/robotic survey equipment, and faxed documents will be provided at **NO CHARGE**.

Project-Specific Engineering Services

Project-specific engineering services will be invoiced at normal rates, including time during meetings required as part of project activities. When required by the city, select projects will be defined in advance with a written scope and not-to-exceed fee. It is expected these projects would be characterized by predictable scopes and timelines and would generally be complex rather than straightforward in nature.

A specific fee estimate will be determined for each project and the city will be billed on an hourly basis only up to that amount. Invoices will be based on the actual number of hours worked within the designated budget. Elko New Market will not be charged for unused hours within the budget. If during the course of work conditions arise to cause the scope of services to increase, any proposed increase to the engineering budget would be reviewed with the city and authorization would be obtained in advance before proceeding.

Other Fee Basis: If the City of Elko New Market and Bolton & Menk mutually agree for a specific project that a method of compensation other than hourly not-to-exceed is more appropriate (i.e. fixed fee, percent of construction, estimated total), then a different compensation method may be employed for that specific project. The compensation method and amount will be identified and authorized by the city before work would proceed.

Private Development Engineering Services

For engineering services associated with development-funded projects, where a development agreement exists, we propose each project be reviewed with city staff and/or council. This will ensure a thorough and accurate scope of



services is developed and the appropriate level of service is defined. We anticipate all such costs associated with development-driven projects will be the responsibility of the developer as identified in the development agreement. Any services related to a development project but done by request of the city for city benefit would be billed to the city as a general service, but itemized separately on the billing backup.

All private development projects will be accounted and invoiced separately for ease of pass-through billing by the city to the developer. Standard rates apply. Under this scenario, our services will still be provided under the contract between the city and Bolton & Menk. We will work only for, or on behalf of, the City of Elko New Market, unless specifically directed by the city to provide private services to the developer.

Negotiable Terms of Service

The compensation plan offered in this proposal by Bolton & Menk is straightforward. We have intentionally placed discounts in the form of non-chargeable services where we believe the city has benefited consistently in the past,

and we have refrained from offers (GIS systems, drone mapping, and the like) where the city may or may not be ready to benefit as fully or that may be viewed as loss-leaders that could tie you to unspecified future investments. In all cases, however, Bolton & Menk is committed to offering the best value among professional services firms competing to serve Elko New Market. Accordingly, should you find our proposal compelling in terms of past performance and approach and qualifications going forward, but wish there was something in the compensation plan that doesn't appear here, let us know. We will put our minds to finding a way to say yes if the wish is in any way reasonably possible.

The advantageous difference of this approach to Elko New Market is that any special request will have come from the city based on its needs and readiness to move forward, not on supposition.

Finally—as in past practice—if you find an item on any invoice objectionable and we are unable to provide a satisfactory explanation for the charge, the charge will be removed.



SCHEDULE OF FEES

Our fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2018. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$150-250/Hour
Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA	\$128-187
Senior Transportation/Aviation Planner	\$125-160
Project Manager (Inc. Landscape Architect and GIS)	\$70-175
Project/Design Engineer/Planner/Landscape Architect	\$65-190
Licensed Surveyor/Project Surveyor	\$95-150
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$59-156
Senior Technician (Inc. Survey ¹)	\$92-170
Technician (Inc. Survey ¹)	\$65-145
Administrative Assistant	\$45-90
Structural/Electrical/Mechanical/Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.



REFERENCES AND POTENTIAL CONFLICTS

Municipal Clients

Bolton & Menk provides ongoing municipal engineering services to more than 300 communities in Minnesota and serves as the designated consulting city engineer for more than 150 communities. For confidentiality purposes, we prefer not to publish that comprehensive list of clients, but would gladly share that information with you on a more private basis. The following is a representative list of communities for whom Bolton & Menk has provided city engineering services within a 45-mile radius of Elko New Market:

- Belle Plaine
- Coates
- Cologne
- Deephaven
- Greenwood
- Hampton
- Jordan
- Kenyon
- Kilkenny
- Le Center
- Le Sueur
- Medford
- Morristown
- Randolph
- Waconia
- Waterville
- Woodland
- Douglas Township
- Empire Township
- Louisville Township
- Randolph Township

Former Clients

Within the past five years, Bolton & Menk has discontinued service with the City of Deerwood, Osseo, Rice, and St. Francis. Within the past five years, Bolton & Menk began serving as consultant city engineer for 47 new clients.

Potential Conflicts and Works for Private Clients

In providing engineering services to more than 300 communities in Minnesota, Bolton & Menk will occasionally represent clients with competing interests. We have been able to successfully represent the best interests of all our clients by providing internal separation of the work performed. Bolton & Menk refrains from working for developers working within the city to avoid any concerns or appearance of impropriety in providing engineering services. Generally, the developers work through the city for plan review and construction. We will support the city and provide assistance as requested.

Although a minor part of the firm's total business, Bolton & Menk does provide service to some private developers with industrial, commercial, and residential interests. **In 2016, work with real estate developers was less than three percent of the firm's total billings.** At this time, we are not aware of any current clients with active projects within or adjoining the City of Elko New Market. Similarly, Bolton & Menk does not currently represent any other local unit of government having jurisdiction within, or contiguous to, the city. We will notify the city prior to accepting project assignments that would create an actual conflict of interest arising from our service to Elko New Market to mitigate any impacts on the city. Appropriate steps may include refusal of private assignments, completion of private assignment by a different consultant, or temporary use of other consultant for city involvement with affected project.

Bolton & Menk recognizes the importance of its municipal relationships and is committed to working with all of its municipal clients to minimize actual or perceived conflicts.



STAFF MEMORANDUM

SUBJECT:	Commercial Vehicle Definition Ordinance Amendment
MEETING DATE:	June 14, 2018
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Adopt Ordinance No. 172 Amending Title 11 Chapter 2-2 of the City Code Concerning Commercial Vehicle Definition

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 Commission has been having ongoing discussions regarding a possible amendment to the City Code / Zoning Ordinance which would simplify the definition of Class I and Class II Commercial Vehicles to reference gross vehicle weight rating (GVWR) and size, rather than both vehicle size and vehicle type.

Discussion on the matter was initially prompted by an inquiry from Marek Towing, who was seeking approval to park certain tow trucks within residential zoning districts. Under the City's current ordinance, all tow trucks are considered Class I Commercial Vehicles, which are generally precluded from being stored in residential zoning districts. During several months of discussion on the matter, with residents both in-favor of and opposed to the parking of large trucks in residential zoning districts, the Planning Commission has made a recommendation to amend the definition of Class I and Class II Commercial Vehicles to reference only gross vehicle weight rating and size (rather than by vehicle type as currently written). A public hearing on the proposed amendment was held on May 29, 2018.

Current definition:

Commercial Vehicle: Any vehicle used for commercial purposes including, but not limited to: trailers, motorized wheeled or tracked vehicles or vehicles displaying company signage, company logos, commercial equipment, fixtures or tools.

Class I: Vehicles with a gross vehicle weight rating (GVWR) of more than eighteen thousand (18,000) pounds, or any of the following types of vehicles regardless of weight, including, but not limited to: semitrailers, the tractor portion of semi-trucks, garbage trucks, tank trucks, dump trucks, flatbed trucks, tow trucks, cattle trucks, coach buses or school buses designed to carry more than twenty (20) persons or any similar vehicle.

Class II: All vehicles other than class I commercial vehicles including pickup trucks, vans, trailers and school buses designed to carry twenty (20) persons or less. Vehicles shall also be eight feet (8') in height or under, a maximum of twenty-four feet (24') in length and no more than eighteen thousand (18,000) pounds.

Proposed definition:

Commercial Vehicle: Any vehicle used for commercial purposes including, but not limited to: trailers, motorized wheeled or tracked vehicles or vehicles displaying company signage, company logos, commercial equipment, fixtures or tools.

Class I: Vehicles which exceed any of the following:

- A gross vehicle weight rating (GVWR) of fourteen thousand (14,000) pounds
- A height of nine feet six inches (9'6")
- A length of twenty-two feet and six inches (22'6")

Class II. All vehicles other than Class I commercial vehicles and which do not exceed any of the following:

- A gross vehicle weight rating (GVWR) of fourteen thousand (14,000) pounds
- A height of nine feet six inches (9'6")

A length of twenty-two feet and six inches (22'6")

It is noted that upon review of other community ordinances, and a review of various truck and cube van specifications, the Planning Commission has recommended that the gross vehicle weight rating (GVWR) that defines a Class I and II Commercial Vehicle be reduced from 18,000 lbs to 14,000 lbs. The Planning Commission has also recommended that the vehicle size (length and height) be increased.

As part of the Planning Commission's research on the matter, a review of other community's ordinances was conducted.

Apple Valley - Commercial vehicles (over 1 ton) not allowed in residential zoning districts.

Belle Plaine - Commercial vehicles (over 9,000 lbs GVWR) not permitted in residential districts unless stored within a garage.

Bloomington - Commercial vehicles which are greater than eight feet in height or 22 feet in length are prohibited in residential zoning districts except per listed exceptions (see table).

Burnsville - Commercial vehicle parking in residential districts is subject to a maximum vehicle length restriction (22 feet) and licensing requirement.

Eagan - Commercial vehicle parking regulated by exclusion from list of permitted accessory uses in R-1 districts and home occupation requirements.

Farmington - Class I commercial vehicles allowed only on lots 2.5 acres in size or greater (see table for definitions). Class II commercial vehicles allowed if the primary form of transportation to the resident's job. (same as ENM currently)

Jordan - Commercial vehicles not permitted to be parked outside in residential districts. One commercial vehicle may be stored within a garage. (Over 1.5-ton capacity)

Lakeville - Commercial vehicles (used for commercial purposes, greater than 8' in height, greater than 22' in length) not allowed in residential districts.

Lonsdale - "Major" commercial vehicles (more than 19,500 lbs GVWR) not permitted in residential districts. Two "Minor" commercial vehicles (19,500 GVWR or less) may be parked on a residential lot if used as the resident's primary form of transportation to/from the resident's job or associated with a permitted home business.

New Prague - Does not regulate commercial vehicle parking in residential districts, other than semis.

Prior Lake - Commercial vehicles (more than 9,000 lbs GVWR or more than 22' in length) not permitted to be parked outside in residential zoning districts. One vehicle may be allowed in connection with an approved home occupation.

Savage - Commercial vehicles (over 10,000 lbs GVWR or more than 22' in length) are not allowed in residential districts. They currently have an exemption for tow trucks used for emergency response.

Shakopee - Commercial vehicles (over 1 ton) not allowed in residential zoning districts.

BUDGET IMPACT:

The budget impact of this item is the time related to City Attorney review, and City Staff time.

CITY ATTORNEY RECOMMENDATION:

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

REQUESTED ACTION:

Motion to:

- Approve Ordinance No. 172 Amending Title 11-2-2 of the City Code Concerning Commercial Vehicle Definitions

Attachments:

(Draft) Ordinance No. 172

Planning Commission Staff Report 4.24.18 & 5.29.18

Planning Commission Minutes 4.24.18 & 5.29.18

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

ORDINANCE NO. 172

**AN ORDINANCE AMENDING CITY OF ELKO NEW MARKET CITY CODE
TITLE 11, CHAPTER 2-2, CONCERNING DEFINITION OF COMMERCIAL
VEHICLE**

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

SECTION 1. Section 11-2-2 of the Elko New Market City Code is hereby amended to read as follows:

- A. **COMMERCIAL VEHICLE:** Any vehicle used for commercial purposes including, but not limited to: trailers, motorized wheeled or tracked vehicles or vehicles displaying company signage, company logos, commercial equipment, fixtures or tools.

Class I: Commercial vehicles which exceed any of the following:

- A gross vehicle weight rating (GVWR) of fourteen thousand (14,000) pounds
- A height of nine feet six inches (9'6")
- A length of twenty-two feet and six inches (22'6")

Class II: All commercial vehicles other than Class I commercial vehicles.

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

ADOPTED this 14th day of June, 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



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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
BOB KIRMIS, CONSULTING CITY PLANNER
RE: DRAFT AMENDMENT TO SECTION 11-2-2 OF THE CITY CODE /
ZONING ORDINANCE PERTAINING TO THE DEFINITION OF
“COMMERCIAL VEHICLE”
DATE: APRIL 24, 2018

Background / History

At the Planning Commission’s March 6, 2018 meeting, the Commission recommended approval of a City Code / Zoning Ordinance amendment which corrected an inconsistency which existed in the Ordinance regarding the regulation of commercial vehicle parking in residential zoning districts. At the time of amendment consideration, Section 11-8-3 of the City Code prohibited the parking of all commercial vehicles, both Class I and Class II vehicles, on all residentially-zoned lots. Definitions of Class I and Class II commercial vehicles are provided below:

Class I: Vehicles with a gross vehicle weight rating (GVWR) of more than eighteen thousand (18,000) pounds, or any of the following types of vehicles regardless of weight, including, but not limited to: semitrailers, the tractor portion of semi-trucks, garbage trucks, tank trucks, dump trucks, flatbed trucks, tow trucks, cattle trucks, coach buses or school buses designed to carry more than twenty (20) persons or any similar vehicle.

Class II: All vehicles other than class I commercial vehicles including pickup trucks, vans, trailers and school buses designed to carry twenty (20) persons or less. Vehicles shall also be eight feet (8') in height or under, a maximum of twenty-four feet (24') in length and no more than eighteen thousand (18,000) pounds.

The amendment considered by the Planning Commission (and recommended for approval) incorporated the following Ordinance changes:

1. The parking of Class 1 commercial vehicles in residential zoning districts be prohibited.
2. An allowance be made for the parking of up to two Class II commercial vehicles residential zoning districts
3. Commercial vehicle parking (storage) which is afforded “grandfather rights” be allowed via a one-time registration rather than annual permit as presently required by the Ordinance.

At their April 12, 2018 meeting, the City Council approved the described amendment with the changes as recommended by the Planning Commission.

While not part of the amendment under formal consideration (or referenced in the public hearing notice), the Planning Commission discussed the possibility of reviewing the definitions of Class I and Class II commercial vehicles at some future point (to possibly reference gross vehicles weight rating rather than by type). The Commission concluded that the commercial vehicle definition issue should be considered at a future Planning Commission meeting when a full Commission is present. With full Planning Commission attendance expected at the April meeting, the topic is being placed on the agenda and a draft Ordinance amendment has been prepared for informal consideration by the Commission, should the Commission decide to go that route.

Research

The City’s present definition of a Class I commercial vehicle refers to a vehicle having a gross vehicle weight rating of 18,000 pounds, and further defines a Class I commercial vehicle to include all semitrailers, the tractor portion of semi-trucks, garbage trucks, tank trucks, dump trucks, flatbed trucks, tow trucks, cattle trucks, coach buses or school buses designed to carry more than twenty (20) persons or any similar vehicle, regardless of their GVWR. By also cross-referencing the existing definition of a Class II vehicle, it can also be concluded that a Class I commercial vehicle is also considered any vehicle greater than eight feet in height and twenty-four feet in length.

It is worthwhile to examine the physical limits placed upon commercial vehicles by other area communities. The following is a summary of Planning Staff’s research in this regard pertaining to cities which regulate commercial vehicle parking by physical characteristics:

City	Commercial Vehicle Parking Prohibition Thresholds in Residential Zoning Districts
Apple Valley	Commercial vehicles over 1 ton
Belle Plaine	Commercial vehicles having a GVWR over 9,000 pounds
Bloomington	Commercial vehicles which are greater than 8 feet in height or 22 feet in length
Burnsville	Commercial vehicles which exceed a length of 22 feet
Jordan	Commercial vehicles which exceed a capacity of 1.5 tons
Lakeville	Commercial vehicles which are greater than 8 feet in height or 22 feet in length
Lonsdale	Commercial vehicles having a GVWR over 19,500 pounds
Prior Lake	Commercial vehicles having a GVWR over 9,000 pounds or more than 22 feet in length
Savage	Commercial vehicles having a GVWR over 10,000 pounds or more than 22’ in length
Shakopee	Commercial vehicles which exceed a capacity of 1.5 tons

Note - “GVWR” refers to gross vehicle weight rating

As shown in the table above, a range of vehicle weights and sizes are applied to commercial vehicles which are not allowed to be parked in residential zoning districts. Specifically, a range exists from one ton applied by the City of Apple Valley – to greater than 22’ in length applied by the City of Burnsville - to a gross vehicle weight rating (GVWR) of 19,500 pounds applied by the City of Lonsdale.

The City of Elko New Market’s standard of a GVWR of 18,000 pounds is greater than all sampled cities with the exception of only the City of Lonsdale standard.

Draft Amendment

Although there was no clear consensus on the issue, the Planning Commission discussed the possibility of removing the portion of the Class I commercial vehicle definition which relates specifically to vehicle type,

and strictly limited a Class I vehicle to GVWR and size. Attached to this memorandum is a draft Zoning Ordinance amendment which incorporates the potential changes, should the Planning Commission choose that route. Specifically, existing references to various vehicle types have been omitted while references to maximum vehicle weight and dimensions have been retained.

Also, to be noted is that the definition qualifications have been reformatted to improve reader clarity.

Staff Recommendation

No formal action on the amendment is requested at this time. Rather, Planning Staff requests feedback on the Ordinance amendment and any changes which may be prompted by the provided survey information.

If the Planning Commission decides upon the desired Ordinance language, a public hearing will be scheduled to formally consider the change.

City Attorney Comments

The City Attorney has not reviewed the draft ordinance amendment at this time but is aware of the ongoing discussion on the matter.

DRAFT - 4/24/18
CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN AMENDMENT TO TITLE 11 OF THE CITY CODE (ZONING REGULATIONS)
ADDRESSING THE DEFINITION OF “COMMERCIAL VEHICLE”**

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

SECTION 1. Section 11-2-2 of the Elko New Market City Code (Definitions) is hereby amended to modify the definition of “commercial vehicle” to read as follows:

COMMERCIAL VEHICLE: Any vehicle used for commercial purposes including, but not limited to: trailers, motorized wheeled or tracked vehicles or vehicles displaying company signage, company logos, commercial equipment, fixtures or tools.

~~Class I: Vehicles with a gross vehicle weight rating (GVWR) of more than eighteen thousand (18,000) pounds, or any of the following types of vehicles regardless of weight, including, but not limited to: semitrailers, the tractor portion of semi-trucks, garbage trucks, tank trucks, dump trucks, flatbed trucks, tow trucks, cattle trucks, coach buses or school buses designed to carry more than twenty (20) persons or any similar vehicle.~~

Class I: Vehicles which exceed any of the following:

A gross vehicle weight rating (GVWR) of eighteen thousand (18,000) pounds
A height of eight (8) feet
A length of twenty-four (24) feet

~~Class II: All vehicles other than class I commercial vehicles including pickup trucks, vans, trailers and school buses designed to carry twenty (20) persons or less. Vehicles shall also be eight feet (8') in height or under, a maximum of twenty-four feet (24') in length and no more than eighteen thousand (18,000) pounds.~~

Class II. All vehicles other than Class I commercial vehicles and which do not exceed any of the following:

A gross vehicle weight rating (GVWR) of eighteen thousand (18,000) pounds
A height of eight (8) feet
A length of twenty-four (24) feet

SECTION 2. This Ordinance shall be effective immediately upon its passage and publication.

ADOPTED this ____ day of _____, 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

Following Christianson's presentation, the Planning Commission expressed their opinion that the updated concept plan sufficiently addresses previously conveyed issues/concerns. In this regard, the Planning Commission found the various illustrated uses and their arrangement to be well-conceived and was therefore supportive of the development concept.

A motion was made by Smith and seconded by Vetter expressing support for the submitted Adelman Properties development concept. Vote for: Thompson, Kruckman, Smith, Vetter and Hartzler. Against: None. Abstained: None. Motion carried: (5-0).

B. Zoning Ordinance Amendment - Commercial Vehicle Parking

Chairman Thompson asked Community Development Specialist Renee Christianson to present her memorandum dated April 24, 2018 related to a proposed commercial vehicle parking amendment.

Christianson explained that, at the Planning Commission's March 6, 2018 meeting, the Commission recommended approval of a Zoning Ordinance amendment which corrected an inconsistency regarding the regulation of commercial vehicle parking in residential zoning districts. At the time of amendment consideration, the Ordinance prohibited the parking of all commercial vehicles, both Class I and Class II vehicles, on all residentially-zoned lots.

Christianson noted that the City Council ultimately approved the described amendment with the following changes (as recommended by the Planning Commission) at their April 12, 2018 meeting:

1. The parking of Class 1 commercial vehicles in residential zoning districts be prohibited.
2. An allowance be made for the parking of up to two Class II commercial vehicles residential zoning districts.
3. Commercial vehicle parking (storage) which is afforded "grandfather rights" be allowed via a one-time registration rather than annual permit as presently required by the Ordinance.

While not part of the amendment under formal consideration (or referenced in the public hearing notice), Christianson stated that the Planning Commission has received input and discussed the possibility of reviewing the definitions of Class I and Class II commercial vehicles at some future point (to possibly reference gross vehicles weight rating and dimensions rather than vehicle type). Considering that all Planning Commission members are expected to be in attendance at the April meeting, Christianson indicated that the topic was placed on the agenda for informal discussion/consideration.

Community Development Specialist then reviewed the City's present definitions of Class I and Class II commercial vehicles as provided below:

***Class I:** Vehicles with a gross vehicle weight rating (GVWR) of more than eighteen thousand (18,000) pounds, or any of the following types of vehicles regardless of weight,*

including, but not limited to: semitrailers, the tractor portion of semitrucks, garbage trucks, tank trucks, dump trucks, flatbed trucks, tow trucks, cattle trucks, coach buses or school buses designed to carry more than twenty (20) persons or any similar vehicle.

Class II: *All vehicles other than class I commercial vehicles including pickup trucks, vans, trailers and school buses designed to carry twenty (20) persons or less. Vehicles shall also be eight feet (8') in height or under, a maximum of twenty-four feet (24') in length and no more than eighteen thousand (18,000) pounds.*

Christianson noted that if the Commission wanted to remove the specific vehicle types described in the Class I vehicle definition, by cross-referencing the existing definition of a Class II vehicle it can be concluded that a Class I commercial vehicle is also considered any vehicle greater than eight feet in height and twenty-four feet in length.

Christianson also summarized Staff research which was conducted on physical limits which other area communities place upon commercial vehicles.

Although there was no clear consensus on the issue, Christianson explained that, in previous discussions, the Planning Commission raised the possibility of removing the portion of the Class I commercial vehicle definition which relates specifically to vehicle type and instead base such definition strictly upon vehicle weight and size. In this regard, it was noted that a draft Ordinance amendment has been prepared for discussion and is included in the Planning Commission's meeting packet. Community Development Specialist Christianson noted that the draft amendment reflects existing vehicle weight, height and length requirements which are imposed by the City.

Community Development Specialist Christianson concluded her presentation by advising the Planning Commission that only informal feedback on the amendment is requested at this time. If the Planning Commission supports a change to the definition, the Commission should direct staff schedule a public hearing on the matter.

Following Community Development Specialist Christianson's presentation, the Planning Commission offered the following comments:

- Commissioners Smith and Kruckman suggested that references to various commercial vehicle types in the definitions of commercial vehicle (both Class I and Class II) be eliminated such that commercial vehicles are regulated solely by physical characteristics (weight, height and length).

Commissioner Hartzler indicated that he is not opposed to the Ordinance as it is currently written, and that he personally is not opposed to the parking of a small tow truck in residential zoning districts.

Commissioners Thompson and Vetter indicated that they do not feel that any changes to the existing commercial vehicle definition are needed.

Several Commissioners expressed concern over the maximum eight-foot height restriction currently placed upon Class II commercial vehicles. To better respond to

recent dimensional changes in work van design, it was suggested that the maximum height limitation imposed upon Class II commercial vehicles be increased from eight to nine feet.

Following a lengthy discussion, the majority of the Planning Commissioners expressed support for an Ordinance change to define commercial vehicles solely by physical characteristics and eliminate current vehicle type references in the definition. In this regard, the Commission directed staff to schedule a public hearing to consider such an amendment.

A motion was made by Smith and seconded by Hartzler directing Planning Staff to schedule a public hearing to consider a change to the definition of “commercial vehicle” and that the draft amendment text be changed to make an allowance for Class II commercial vehicles up to nine feet in height. Vote for: Thompson, Kruckman, Smith, Vetter and Hartzler. Against: None. Abstained: None. Motion carried: (5-0).

9. MISCELLANEOUS

A. Planning Commissioner Membership

Community Development Specialist Christianson announced the resignation of Kent Hartzler from the Planning Commission.

B. Community Development Updates

Community Development Specialist Christianson provided updates on various City projects as provided in her memorandum dated April 5, 2018. Specific discussion took place regarding the following projects:

- Dakota Acres
- Boulder Heights
- Pleasant Hills
- Boulder Pointe 7th Addition
- Barness project

10. ADJOURNMENT

A motion was made by Hartzler and seconded by Smith to adjourn the meeting at 10:09 p.m. Vote for: Thompson, Kruckman, Smith and Vetter and Hartzler. Against: None. Abstained: None. Motion carried: (5-0).

Submitted by:



Renee Christianson
Community Development Specialist



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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
BOB KIRMIS, CONSULTING CITY PLANNER
RE: PUBLIC HEARING REGARDING THE DRAFT AMENDMENT TO
SECTION 11-2-2 OF THE CITY CODE / ZONING ORDINANCE
PERTAINING TO THE DEFINITION OF “COMMERCIAL VEHICLE”
DATE: MAY 29, 2018

Background / History

At the Planning Commission’s April 24, 2018 meeting, the Commission discussed a possible amendment to the City Code / Zoning Ordinance pertaining to the definition of Class I and Class II Commercial Vehicles. Over the preceding months the Planning Commission had discussed the possibility of reviewing the definitions of Class I and Class II commercial vehicles at some future point (to possibly reference gross vehicles weight rating and size rather than by vehicle type). Although there was not a full consensus of the Commission in regards to a possible amendment, staff was directed to coordinate a public hearing on the possible ordinance amendment.

Discussion on the matter was initially prompted by an inquiry from Marek Towing, who was seeking approval to park certain tow trucks within residential zoning districts. Under the City’s current ordinance, all tow trucks are considered Class I Commercial Vehicles, which are generally precluded from being stored in residential zoning districts within the City.

Current definitions of Class I and Class II commercial vehicles are provided below:

Class I: Vehicles with a gross vehicle weight rating (GVWR) of more than eighteen thousand (18,000) pounds, or any of the following types of vehicles regardless of weight, including, but not limited to: semitrailers, the tractor portion of semi-trucks, garbage trucks, tank trucks, dump trucks, flatbed trucks, tow trucks, cattle trucks, coach buses or school buses designed to carry more than twenty (20) persons or any similar vehicle.

Class II: All vehicles other than class I commercial vehicles including pickup trucks, vans, trailers and school buses designed to carry twenty (20) persons or less. Vehicles shall also be eight feet (8') in height or under, a maximum of twenty-four feet (24') in length and no more than eighteen thousand (18,000) pounds.

Research

The City’s present definition of a Class I commercial vehicle refers to a vehicle having a gross vehicle weight rating of more than 18,000 pounds, and further defines a Class I commercial vehicle to include all semitrailers, the tractor portion of semi-trucks, garbage trucks, tank trucks, dump trucks, flatbed trucks, tow

trucks, cattle trucks, coach buses or school buses designed to carry more than twenty (20) persons or any similar vehicle, regardless of their GVWR. By also cross-referencing the existing definition of a Class II vehicle, it can also be concluded that a Class I commercial vehicle is also considered any vehicle greater than eight feet in height and greater than twenty-four feet in length.

As part of staff's research on the topic, it is worthwhile to examine the physical limits placed upon commercial vehicles by other area communities. The following is a summary of Planning Staff's research in this regard pertaining to cities which regulate commercial vehicle parking by physical characteristics:

City	Commercial Vehicle Parking <u>Prohibition</u> Thresholds in Residential Zoning Districts
Apple Valley	Commercial vehicles over 1 ton
Belle Plaine	Commercial vehicles having a GVWR over 9,000 pounds
Bloomington	Commercial vehicles which are greater than 8 feet in height or 22 feet in length
Burnsville	Commercial vehicles which exceed a length of 22 feet
Jordan	Commercial vehicles which exceed a capacity of 1.5 tons
Lakeville	Commercial vehicles which are greater than 8 feet in height or 22 feet in length
Lonsdale	Commercial vehicles having a GVWR over 19,500 pounds
Prior Lake	Commercial vehicles having a GVWR over 9,000 pounds or more than 22 feet in length
Savage	Commercial vehicles having a GVWR over 10,000 pounds or more than 22' in length
Shakopee	Commercial vehicles which exceed a capacity of 1.5 tons

Note - "GVWR" refers to gross vehicle weight rating

As shown in the table above, a range of vehicle weights and sizes are applied to commercial vehicles which are not allowed to be parked in residential zoning districts. Specifically, a range exists from one ton applied by the City of Apple Valley – to greater than 22' in length applied by the City of Burnsville - to a gross vehicle weight rating (GVWR) of 19,500 pounds applied by the City of Lonsdale. The City of Elko New Market's standard of a GVWR of 18,000 pounds is greater than all sampled cities with the exception of only the City of Lonsdale standard.

WHAT DOES GVWR MEAN? **Gross Vehicle Weight Rating (GVWR)** refers to the maximum allowable weight a vehicle has been engineered by manufacturers to safely carry. This weight rating is regulated by the United States federal government and gets determined by a vehicle's:

- Body – frame of vehicle
- Chassis – main supporting area of vehicle
- Cargo – the load being hauled
- Driver
- Passengers
- Optional accessories – attachments for sleeping, etc
- Vehicle fluids – fuels, oils, etc
- Tongue – the hitch that connects the trailer to the vehicle
- Other factors specific to each manufacturer

The GVWR does not include the weight specs of any accompanying trailers. It is important to note that the GVWR value does not change. It is an assigned and permanent weight value unique to each vehicle.

Draft Amendment

At the April 29th meeting, the Planning Commission discussed the possibility of removing the portion of the Class I commercial vehicle definition which relates specifically to vehicle type, and strictly limited a Class I vehicle to GVWR and size. Direction was also given to consider changing the Class I vehicle height to greater than 9' rather than 8'. Attached to this memorandum is a draft Zoning Ordinance amendment which incorporates the potential changes. Specifically, existing references to various vehicle types have been omitted while references to maximum vehicle weight and dimensions have been retained. Also, to be noted is that the definition qualifications have been reformatted to improve reader clarity.

Public Hearing

A public hearing has been published in the City's official newspaper, and a public hearing on the proposed ordinance amendment is required.

Staff Recommendation

No formal staff recommendation is being given on this matter. After holding a public hearing on the matter, the Planning Commission could choose to recommend approval or denial of the proposed amendment.

City Attorney Comments

The City Attorney has not reviewed the draft ordinance amendment at this time but is aware of the ongoing discussion on the matter.

DRAFT – 5/29/18
CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN AMENDMENT TO TITLE 11 OF THE CITY CODE (ZONING REGULATIONS)
ADDRESSING THE DEFINITION OF “COMMERCIAL VEHICLE”**

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

SECTION 1. Section 11-2-2 of the Elko New Market City Code (Definitions) is hereby amended to modify the definition of “commercial vehicle” to read as follows:

COMMERCIAL VEHICLE: Any vehicle used for commercial purposes including, but not limited to: trailers, motorized wheeled or tracked vehicles or vehicles displaying company signage, company logos, commercial equipment, fixtures or tools. **Commercial Vehicles are further defined by the following two categories:**

~~Class I: Vehicles with a gross vehicle weight rating (GVWR) of more than eighteen thousand (18,000) pounds, or any of the following types of vehicles regardless of weight, including, but not limited to: semitrailers, the tractor portion of semi-trucks, garbage trucks, tank trucks, dump trucks, flatbed trucks, tow trucks, cattle trucks, coach buses or school buses designed to carry more than twenty (20) persons or any similar vehicle.~~

Class I: Vehicles which exceed any of the following:

A gross vehicle weight rating (GVWR) of eighteen thousand (18,000) pounds
A height of nine (9) feet
A length of twenty-four (24) feet

~~Class II: All vehicles other than class I commercial vehicles including pickup trucks, vans, trailers and school buses designed to carry twenty (20) persons or less. Vehicles shall also be eight feet (8') in height or under, a maximum of twenty-four feet (24') in length and no more than eighteen thousand (18,000) pounds.~~

Class II. All vehicles other than Class I commercial vehicles and which do not exceed any of the following:

A gross vehicle weight rating (GVWR) of eighteen thousand (18,000) pounds
A height of nine (9) feet
A length of twenty-four (24) feet

SECTION 2. This Ordinance shall be effective immediately upon its passage and publication.

ADOPTED this ____ day of _____, 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

**MINUTES
CITY OF ELKO NEW MARKET
PLANNING COMMISSION MEETING
May 29, 2018
7:00 PM**

1. CALL TO ORDER

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

Commission members present: Thompson, Kruckman, Smith, Vetter, Hartzler and Ex-officio member Anderson

Members absent and excused: None

Staff Present: Community Development Specialist Christianson and City Engineer Revering

2. PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF AGENDA

A motion was made by Kruckman and seconded by Vetter to approve the agenda as written. Vote for: Thompson, Kruckman, Smith, Vetter and Hartzler. Against: None. Abstained: None. Motion carried: (5-0).

4. PUBLIC COMMENT

There were no public comments.

5. ANNOUNCEMENTS

There were no announcements.

6. APPROVAL OF MINUTES

A motion was made by Hartzler and seconded by Smith to approve the minutes of the April 24, 2018 Planning Commission meeting as written. Vote for: Thompson, Kruckman, Smith, Vetter and Hartzler. Against: None. Abstained: None. Motion carried: (5-0).

7. PUBLIC HEARINGS

A. Draft Amendment to Zoning Ordinance – Commercial Vehicle Definition

Chairman Thompson asked Community Development Specialist Renee Christianson to present her memorandum dated May 29, 2018 related to the draft Zoning Ordinance amendment for Commercial Vehicle definitions. Christianson explained that the topic originated with a request from Marek Towing to allow certain tow trucks in residential zoning districts. Following significant discussion on the matter, the Commission directed staff to draft an amendment for consideration that would simplify the definition of Class I

and Class II Commercial Vehicles, to reference gross vehicle weight rating and size rather than by vehicle type.

Christianson noted that a number of other community's codes were researched and most cities regulated the parking of commercial vehicles in residential zoning districts. Commercial vehicles were commonly defined by tonnage, gross vehicle weight rating, or by size (length and height). Christianson reviewed the definition of gross vehicle weight rating (GVWR). Following Christianson's presentation, a public hearing was opened at 7:09 p.m. The following comments were received during the public hearing:

- Dennis Green, 51 West Louis Street, Elko New Market. Christianson read allowed a letter submitted by Mr. Green who was unable to attend the meeting but submitted comments for inclusion in the record. Mr. Green noted the following concerns with parking large commercial vehicles (tow trucks specifically) in residential districts:
 - Come and go at all hours of the day and night
 - Have audible alert while backing up
 - Disruptive to residents and impacts quality of life
 - Parking commercial vehicles in streets causes concerns for emergency vehicle access to neighborhoods
 - Decrease residential property values

- Gene Meger, 41 West Louis Street, Elko New Market. Mr. Meger addressed the Commission, presenting a photograph of an 18,000 GVWR vehicle parked at a residential property, and stating the following concerns regarding parking of commercial vehicles in residential districts (specifically tow trucks):
 - 18,000 GVWR vehicles are too large to be parked in a residential areas
 - Large vehicles in residential districts cause a public safety hazard
 - Commercial vehicles belong in commercial zoning districts
 - Keep residential zoning districts for residential uses
 - Large trucks are hazardous on narrow streets with no sidewalks
 - Parking of tow trucks is an extension of a towing business
 - City staff survey of surrounding communities shows commercial vehicles not allowed in residential districts have average of 10,000 GVWR and 22' length
 - Other communities do not allow tow trucks in residential districts and make it work

It was moved by Hartzler, seconded by Vetter to close the public hearing at 7:20 p.m.

The Planning Commission held significant discussion on the matter. Commissioner Hartzler stated that he felt the proposed amendment to the definition of commercial vehicles is really just a decision about tow trucks, and whether tow trucks should be allowed in residential districts. Staff was asked to display various types of vehicle specifications (GVWR, length, height) during the meeting, including transit vans and various sized pickup trucks.

Chairman Thompson introduced and asked for a roll call vote on the following question: "Does the Commission recommend changing the current definition of commercial vehicles

to reference size and weight rather than vehicle type?" Vote for: Kruckman, Smith, Hartzler. Against: Thompson, Vetter. Abstain: none. Motion carried: (3-2).

Chairman Thompson introduced and called for a roll call vote on a motion to recommend to the City Council an amendment to the definition of commercial vehicles as follows:

Class I: Vehicles which exceed any of the following:

A gross vehicle weight rating (GVWR) of eighteen thousand (18,000) pounds
A height of nine (9) feet
A length of twenty-four (24) feet

Class II. All vehicles other than Class I commercial vehicles and which do not exceed any of the following:

A gross vehicle weight rating (GVWR) of eighteen thousand (18,000) pounds
A height of nine (9) feet
A length of twenty-four (24) feet

Vote for: Kruckman, Hartzler. Vote against: Thompson, Smith, Vetter. Abstain: None. **Motion failed** (2-3).

Following further discussion, Commission Smith made a motion, seconded by Thompson, to recommend to the City Council an amendment to the definition of commercial vehicles as follows:

Class I: Vehicles which exceed any of the following:

A gross vehicle weight rating (GVWR) of fourteen thousand (14,000) pounds
A height of nine feet six inches (9'6")
A length of twenty-two feet and six inches (22'6")

Class II. All vehicles other than Class I commercial vehicles and which do not exceed any of the following:

A gross vehicle weight rating (GVWR) of fourteen thousand (14,000) pounds
A height of nine feet six inches (9'6")
A length of twenty-two feet and six inches (22'6")

Vote for: Thompson, Smith, Vetter, Hartzler. Vote against: Kruckman. Abstain: None. Motion carried: (4-1).

8. GENERAL BUSINESS

A. Discussion Regarding Rezoning of 580 Paul Street Property – Bernie Mahowald

Chairman Thompson asked Community Development Specialist Renee Christianson to present her memorandum dated May 29, 2018. Christianson explained that Bernie



STAFF MEMORANDUM

SUBJECT:	Website Domain Name Agreement with Neustar, Inc.
MEETING DATE:	June 14, 2018
PREPARED BY:	Stephanie Schultz, Administrative Assistant
REQUESTED ACTION:	Approve Updated Agreement with Neustar, Inc.

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

The City of Elko New Market website URL is www.ci.enm.mn.us and is currently housed and managed by GovOffice (Avenet, LLC). The domain name itself, "ci.enm.mn.us" is owned by Neustar, Inc. and was originally acquired by the City of Elko New Market on March 6, 2007. The account with Neustar, Inc. was originally managed/maintained by former Deputy Clerk Finance Lynette Fredrickson who is no longer with the City, but the current account is still in her name and cannot be accessed by City Staff without a valid password.

DISCUSSION:

To obtain a new password for access to the City of Elko New Market domain name account, Neustar, Inc. requires that three (3) separate documents be submitted to them.

1. Signed .US Locality Domain Name Registration Agreement
2. Signed cover letter on City letterhead requesting the domain update
3. Completed Delegated Manager Update Template

The .US Locality Domain Name Registration Agreement has been reviewed by the City Attorney and is acceptable for approval.

ACTION REQUESTED:

Approve Updated Agreement with Neustar, Inc.

BUDGET IMPACT:

None. There are no charges for .US Locality based domain names.

Attachments:

- [.US Locality Domain Name Registration Agreement](#)

.US Locality Domain Name Registration Terms and Conditions

1. **Introduction.** This .US Locality Domain Name Registration Terms and Conditions document (the “Terms & Conditions”), sets forth the terms and conditions governing Registrant’s use the registered .us locality domain name(s) set forth on Exhibit A from NeuStar, Inc., acting in its capacity as the usTLD Administrator. Any acceptance of Registrant’s application or requests for Service and the performance of usTLD Administrator’s Service will occur at NeuStar, Inc., 46000 Center Oak Plaza, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date in which the usTLD Administrator has no further obligation to render .US Top Level Domain (“TLD”) administration services under an agreement with the United States Government, or unless earlier terminated in accordance with the terms and conditions herein (the “Term”).
3. **Definitions.**
 - a. “Registered Name” refers to the domain name(s) within the domain of the usTLD set forth in Exhibit A, about which usTLD Administrator or an affiliate engaged in providing usTLD services maintains data in a usTLD Database.
 - b. “Registrant” refers to the holder of a domain name in the usTLD locality space.
 - c. “Service” means services provided by the usTLD Administrator in connection with the locality space of the usTLD under these Terms & Conditions.
 - d. “usTLD” means the .us country code top-level domain.
 - e. “usTLD Administrator” means NeuStar, Inc.
 - f. “usTLD Database” means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.
4. **The Service.** usTLD Administrator shall provide to Registrant (i) Service to accept and process orders for Registered Names; and (ii) customer service (including domain name record support), billing and technical support to Registrants.
5. **Transfers of Delegations.** Registrant may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to abide by the terms and conditions of this Agreement. Any attempt by Registrant’s creditors to obtain an interest in Registrant’s rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at usTLD Administrator’s option. Registrant agrees not to resell the Registered Name without the usTLD Administrator’s prior express written consent.

6. **Termination.**
 - a. Termination by Registrant. Registrant may terminate this Agreement at any time upon at least thirty (30) days written notice to usTLD Administrator for any or no reason.
 - b. Termination by usTLD Administrator. usTLD Administrator may terminate this Agreement at any time upon written notice in the event any of the following occurs:
 - i. Registrant willfully or negligently (i) provides usTLD Administrator inaccurate or unreliable information or (ii) fails to promptly update information provided to usTLD Administrator pursuant to this Agreement;
 - ii. Registrant fails to abide by the Nexus Requirements set forth in Section 8 of this Agreement; or
 - iii. Registrant breaches an obligation of this Agreement, other than those obligations set forth in 6(b)(i) or 6(b)(ii) and fails to cure such breach within ten (10) days of receipt of notice from usTLD Administrator.
 - iv. Registrant sublicenses or sub-delegates the use of its locality domains to a third party. In such event, Registrant agrees unconditionally to become a Delegated Manager which is governed under the terms and conditions of the .US Delegated Manager agreement located on the usTLD Administrator's website at: <http://www.us/policies/docs/DMAgreementMAR061.pdf>.
 - c. Effect of Termination. Upon termination or discontinuance of this Agreement for any reason, usTLD Administrator may delete the Registrant's Domain Name, in accordance with usTLD Administrator's then-current policies and procedures.
7. **Name Servers.** You agree to maintain a minimum of two operational name servers for the specified domain name.
8. **.US Policy Requirements.** Registrant shall comply with the following policies adopted by the usTLD Administrator:
 - a. usTLD Dispute Resolution Policy and Rules (<http://www.neustar.us/ustld-dispute-resolution-policy/>)
 - b. The usTLD Nexus Requirements (<http://www.neustar.us/the-ustld-nexus-requirements/>)
 - c. Nexus Dispute Policy and Rules (<http://www.neustar.us/nexus-dispute-policy/>)
 - d. Those policies in RFC 1480 applicable to .us domain name registrants, currently located at <http://www.ietf.org/rfc/rfc1480.txt?number=1480>, as supplemented by the rules and procedures on the official .us web site at <http://www.neustar.us>, which may be amended from time to time; and
 - e. Registration Review Policy (<http://www.neustar.us/policy-statement-by-ustld-administrator/>).
9. **DOC/USTLD Administrator Requirements.** The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of the United States Department of Commerce

(“DoC”)-mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.

10. **Accuracy of Information.** Registrant hereby certifies that (i) all data provided by Registrant in the domain name registration application is true, correct, up to date and complete (ii) usTLD Administrator will maintain and update, by providing notice to Registrant pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times.
11. **USTLD Administrator’s Disclosure Of Certain Information / WHOIS.** Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database known as the “WHOIS Database,” currently located at <http://www.whois.us>. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.
12. **Use of Data.** Government Use of Data. Registrant understands and agrees that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. For purposes of this Section 12, “Data” means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.
13. **Privacy.** Subject to the provisions in Section 11 and 12 above, all data or information collected pursuant to this agreement shall be used or disclosed only according to the NeuStar Privacy Policy (<http://www.neustar.us/us-privacy-statement-v-2/>). This policy is available, as modified from time-to-time at www.neustar.us.
14. **Exclusive Remedy.** REGISTRANT AGREES THAT USTLD ADMINISTRATOR’S ENTIRE LIABILITY, AND REGISTRANT’S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT SHALL USTLD ADMINISTRATOR, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF USTLD ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN USTLD ADMINISTRATOR’S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. usTLD Administrator and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under usTLD Administrator’s control; (4) loss or liability resulting

from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or usTLD Administrator's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, usTLD Administrator's processing of any authorized modification to Registrant's domain name record or Registrant's agent's failure to pay any fees, including the initial registration fee or re-registration fee; (9) loss or liability as a result of the application of usTLD Administrator's dispute policy or policies of the UsTLD Administrator; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML or any other standard not under usTLD Administrator or usTLD Administrator's agent's sole control.

15. **Registrant Representations**. The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 8 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (vi) Registrant agrees to comply with all applicable laws and regulations and policies of the usTLD Administrator as updated from time to time on the usTLD website.

16. **Registry Disclaimer of Warranties**. REGISTRANT AGREES THAT THE USE OF THE SERVICE OR USTLD ADMINISTRATOR'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. USTLD ADMINISTRATOR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER usTLD ADMINISTRATOR NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES USTLD ADMINISTRATOR OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

17. **Indemnity**.
 - a. Registrant shall indemnify, defend and hold harmless usTLD Administrator. and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and

against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

- b. Registrant agrees to release, indemnify, defend and hold harmless usTLD Administrator, (including in usTLD Administrator's capacities as the usTLD Administrator or as an usTLD Administrator for domain names, and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of usTLD Administrator's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including without limitation infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of usTLD Administrator's operating rules or policies relating to the Service provided, or (e) any information or data Registrant supplied to usTLD Administrator, including, without limitation, any misrepresentation in its application, if applicable. When usTLD Administrator is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify usTLD Administrator. Registrant's failure to provide those assurances may be considered a material breach of this Agreement. usTLD Administrator shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of usTLD Administrator's choice at its own expense. usTLD Administrator shall reasonably cooperate in the defense at Registrant's request and expense. Registrant shall have sole responsibility to defend usTLD Administrator against any claim, but Registrant must receive Registrant's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

18. **Modification to the Terms and Conditions.** Except as otherwise provided in these Terms & Conditions, Registrant agrees that usTLD Administrator may: (1) revise these Terms & Conditions; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Terms and Conditions or change to the Service on usTLD Administrator's web site, or upon notification to Registrant by e-mail or United States mail. Registrant agrees to periodically review usTLD Administrator's Web sites, including the current version of these Terms & Conditions available on usTLD Administrator's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Terms & Conditions, it may terminate its registration by so notifying usTLD Administrator. Notice of termination will be effective on receipt and processing by usTLD Administrator. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.

19. **Agents.** Registrant agrees that, if any of its agents, (e.g., its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using

Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.

20. **Reservation of Rights.** usTLD Administrator and usTLD Administrator reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that they deem necessary, in their discretion; (1) to protect the integrity and stability of the usTLD Administrator; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or usTLD Administrator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of these Terms & Conditions; or (5) to correct mistakes made by usTLD Administrator or usTLD Administrator in connection with a domain name registration. usTLD Administrator and usTLD Administrator also reserve the right to freeze a domain name during resolution of a dispute.
21. **Notices and Announcements.** Registrant authorizes usTLD Administrator to notify Registrant, as usTLD Administrator's customer, of information that usTLD Administrator deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as updated by Registrant pursuant to these Terms & Conditions. Either party may change its respective address by written notice delivered to the other party.
22. **Severability.** Registrant agrees that these Terms & Conditions are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms & Conditions. These Terms and Conditions will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible consistent with applicable law and the remaining terms and provisions will remain in full force and effect.
23. **Governing Law.** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
24. **Waiver.** No waiver of any provision of these Terms & Conditions shall be effective unless it is in writing and signed by an authorized representative of usTLD Administrator. The remedies of usTLD Administrator under these Terms & Conditions shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other

party hereunder shall not affect its right to enforce any provision of these Terms & Conditions at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

25. **Entire Agreement.** Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and usTLD Administrator regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.

.US Locality Space Registrant

Signature:	_____
Print Name:	Thomas Terry
Title:	City Administrator
Name of Company (if applicable):	City of Elko New Market
Date:	March 27, 2018

usTLD Administrator – NeuStar, Inc.

Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____



**EXHIBIT A TO THE
.US LOCALITY DOMAIN NAME REGISTRATION
TERMS AND CONDITIONS**

Contact Information

Registrant

Name: Thomas Terry
Address: 601 Main Street, PO Box 99
Address(con't): Elko New Market, MN 55020
Phone Number: (952) 461-2777
Fax Number: (952) 461-2782

E-mail Address: tterry@ci.enm.mn.us

Billing Contact (if different than Registrant)

Name: _____
Address: _____
Address(con't): _____
Phone Number: _____
Fax Number: _____

E-mail Address: _____

Administrative Contact (If different than Registrant)

Name: Stephanie Schultz
Address: 601 Main Street, PO Box 99
Address(con't): Elko New Market, MN 55020
Phone Number: (952) 461-2777
Fax Number: (952) 461-2782

E-mail Address: sschultz@ci.enm.mn.us

Technical Contact (if different than Registrant)

Name: Stephanie Schultz
Address: 601 Main Street, PO Box 99
Address(con't): Elko New Market, MN 55020
Phone Number: (952) 461-2777
Fax Number: (952) 461-2782

E-mail Address: sschultz@ci.enm.mn.us

List of Registered Names

Thomas Terry, City Administrator

Stephanie Schultz, Administrative Assistant

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Springsted Agreement for Municipal Advisor Services
MEETING DATE:	June 14, 2018
PREPARED BY:	Lelia Leonhardt, Accountant
REQUESTED ACTION:	Approve Agreement for Municipal Advisor Services between the City of Elko New Market and Springsted

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 the Agreement for Municipal Advisor Services between the City of Elko New Market and Springsted. In accordance to the Municipal Securities Rulemaking Board (MSRB) and the Dodd-Frank Act of 1934, municipal advisors must be registered with the U.S. Securities and Exchange Commission (SEC) and must comply with applicable laws and regulations as they pertain to Municipal Advisors. The contract outlines these laws and regulations along with scope of services and fees associated with those services.

Services provided by Springsted to the City of Elko New Market include General Municipal Advisory Services, Securities Issuance, Arbitrage Monitoring Services, and Continuing Disclosure Services.

DISCUSSION:

Springsted has provided the City with municipal advice and services for many years, but recent regulation changes made by the MSRB and SEC now require written acknowledgement of services and fees between Municipal Advisors and municipalities. The attached agreement complies with these new regulations and provides transparency.

In reviewing the Agreement, surrounding cities were contacted to compare fees. With the limited feedback received, it was found that the fees Springsted outlined in the Agreement are comparable to other cities. Based on previous Council direction, the City will still send out an RFP for Municipal Advisor Services within the next 12 months. Termination of the agreement requires a written 30 day notice.

BUDGET IMPACT:

Approving the Agreement will have minimal impact to the budget. Fees for Arbitrage and Continuing Disclosure are currently budgeted for and Advisory Services are included in each bond issuance. If new debt is issued or current debt is refinanced, the fees will be built-in to the issuance and will be budgeted for in the Debt Service Fund.

Attachments:

- Proposal for Municipal Advisor Services

AGREEMENT FOR MUNICIPAL ADVISOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of the 04 day of June, 2018 (the "Effective Date"), by and between the City of Elko New Market, Minnesota ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Dodd-Frank Compliance. Springsted is a Municipal Advisor as defined in Section 15B of the Securities Exchange Act of 1934 and as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For purposes of any Municipal Advisor Services rendered by Advisor, Springsted affirms that it is registered as a Municipal Advisor and in good standing with both the Securities and Exchange Commission (registration #867-00226) and the Municipal Securities Rulemaking Board (registration #K0457). The Advisor shall maintain such registration and compliance with applicable laws and regulations as they pertain to Municipal Advisors during the term of this Agreement.
2. Engagement; Duties. On the terms and conditions set forth herein, Client hereby engages Advisor as its Municipal Advisor. Advisor shall provide those services described in **Appendix A** to Client on an as-requested basis by Client; provided, however, that Advisor's obligations under this Agreement shall be expressly limited to such services. Notwithstanding the foregoing, if Client requests Advisor to provide services in connection with a particular municipal issuance-related matter and the parties agree that the services that will be required to be provided in connection therewith differ in scope from those services set forth on **Appendix A**, the parties shall negotiate a mutually agreeable set of services that will be provided by Advisor to Client. Upon the parties' agreement to a particular set of alternate services, Advisor shall deliver to Client an addendum to this Agreement (an "Addendum"). Any such Addendum shall set forth the scope of Advisor's engagement with respect to such municipal issuance-related matter, as well as any alterations to the terms of this Agreement that may have been agreed upon by the parties in connection with such alternate services.

Client authorizes its City Administrator ("Client Representative") to discuss with Advisor the terms of any such Addendum, and authorizes Client Representative to consult with other Client staff or counsel in order to take any and all actions necessary to negotiate, receive, acknowledge or undertake any other step(s) necessary to effectuate any such Addendum on behalf of Client.

3. Compensation and Expenses. Client shall compensate the Advisor and be responsible for the payment of such expenses as set forth on, and in accordance with, **Appendix B** attached hereto. Unless otherwise noted in Appendix B, compensation shall be due to the Advisor within thirty (30) days of the invoice date. The fees set out herein shall be effective for the twelve (12) month period immediately following the Effective Date and shall extend to any service provided by the Advisor pursuant to this Agreement within said 12-month period. Thereafter, the Advisor's compensation shall be at the rates charged other similar clients as of the time a Debt Obligation is commenced.
4. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party for any reason upon thirty (30) days prior written notice to the other party. Provided, however, that a termination of this Agreement shall not relieve Client of its obligations to pay Advisor for all services rendered and reimbursable expenses incurred prior to the effective date of termination.
5. Indemnification; Sole Remedy. The Client and the Advisor each hereby agree to indemnify, defend and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error, material misstatement or omission of the indemnifying party in connection with any information provided, or the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party.

Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation, changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party. Neither party shall be entitled to indemnification under this Agreement for Damages related to any service provided hereunder more than three years prior to the date on which a claim for indemnification is first asserted in writing and delivered to the party from which indemnification is asked.

Whenever the Client or the Advisor becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly provide written notice to the other, which shall include a description of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this section shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

Notwithstanding any other term, covenant or condition of this Agreement, the Client's liability under this Agreement for any claim of any nature or any cause of action against the Client, by any person or party, is limited to the liability limits set forth in Minnesota Statutes, Chapter 466.

6. Standard of Care. Adviser shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by members of the profession under similar circumstances in Scott County, Minnesota. Adviser shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss or damages proximately caused by Adviser's breach of this standard of care. Client shall not be responsible for discovering deficiencies in the accuracy of Adviser's services. Adviser shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Adviser without additional compensation.
7. Compliance with Laws and Regulations. In providing services hereunder, Adviser shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
8. Insurance. Adviser shall secure and maintain such insurance as will protect Adviser from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate*

The Adviser shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the Client, in the insured's capacity as Adviser, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of One Million Dollars (\$1,000,000.00) with a deductible maximum of Two Hundred and Fifty Thousand Dollars (\$250,000) for bond issuance and investment advising and Twenty-Five Thousand (\$25,000) for other services rendered.

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

9. Independent Contractor. The Client hereby retains the Adviser as an independent contractor upon the terms and conditions set forth in this Agreement. The Adviser is not an employee of the Client and is free to contract with other entities as provided herein. Adviser shall be responsible for selecting the means and methods of

performing the work. Adviser shall furnish any and all supplies, equipment, and incidentals necessary for Adviser's performance under this Agreement. Client and Adviser agree that Adviser shall not at any time or in any manner represent that Adviser or any of Adviser's agents or employees are in any manner agents or employees of the Client. Adviser shall be exclusively responsible under this Agreement for Adviser's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

10. Subcontractors. Adviser shall not enter into subcontracts for services provided under this Agreement without the express written consent of the Client.
11. Assignment. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
12. Waiver. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
13. Records. Adviser shall maintain complete and accurate records of time and expense involved in the performance of services and all records and documents associated with its services under this agreement shall be subject to inspection and audit by the Client or State Authorities.
14. Minnesota Government Data Practices Act. Adviser must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Client pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Adviser pursuant to this Agreement. Adviser is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Adviser receives a request to release data, Adviser must immediately notify Client. Client will give Adviser instructions concerning the release of the data to the requesting party before the data is released. Adviser agrees to defend, indemnify, and hold Client, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Adviser's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.
15. Confidentiality; Disclosure of Information.
 - 15.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor, or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information"), shall be deemed by the parties to be the property of the Client. Adviser may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.
 - 15.2 Advisor Information. The Client acknowledges that, in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and Client agrees that it will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor.
16. Conflicts of Interest. Client acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with Adviser and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts. In the event any conflict arises during the term of this Agreement, Adviser will promptly disclose the same. Upon receiving any additional disclosures, Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by Client Representative, specifically acknowledge the conflict(s) and, so long as Client believes that Adviser is able to appropriately manage the above-referenced conflicts, authorize Adviser to proceed with the engagement.

17. Dispute Resolution. Upon any dispute under this Agreement, and for a period of 30 days following written notice of a claim or dispute, the senior management of the parties shall first attempt to resolve the dispute informally. If informal dispute resolution is unsuccessful, within 30 days thereafter, the parties shall submit the matter to non-binding mediation before a mutually agreed, certified, neutral third party mediator. If the parties cannot agree upon a mediator, the matter shall be submitted to the American Arbitration Association, Commercial Mediation Division, for selection of a mediator. The parties shall share the cost of the mediator and pay their own mediation expenses and attorney fees. If mediation is unsuccessful, the parties may pursue all available legal and equitable remedies.
18. Miscellaneous.
- 18.1 No Underwriting Participation. The Advisor shall not during the term of this Agreement directly or indirectly engage in the underwriting of any securities issuance.
- 18.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 18.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 18.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.
- 18.5 Governing Law. The parties agree and acknowledge that any action brought for breach of this Agreement or to enforce any of its provisions shall be brought in Ramsey County District Court, Minnesota. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 18.6 Change in Laws or Regulations. The parties agree and acknowledge that changes in law or regulations issued by federal or state authorities may affect the terms of this Agreement. If there are any changes in law or regulations made after the date of this Agreement, the Client agrees to amend this Agreement if required, to maintain compliance with all applicable laws and regulations. Unless stated otherwise in this Agreement, Advisor may amend this agreement at any time by providing thirty (30) days advance written notice to Client. If no objection is made by the client within thirty (30) days following delivery of such notice, Advisor will assume Client's inactivity constitutes consent.
- 18.7 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 18.8 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

City of Elko New Market
601 Main Street, P.O. Box 99
Elko New Market, MN 55020-0099
Attention: Thomas Terry, City Administrator

If to the Advisor, to:

Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED INCORPORATED

Thomas Terry
Print Name

City Administrator
Title

Bonnie Matson
Print Name

Principal
Title

APPENDIX A OF AGREEMENT BETWEEN

City of Elko New Market, Minnesota

AND

Springsted Incorporated

Effective as of June 4, 2018

SCOPE OF SERVICES

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan or plans for a particular Project that may be available and appropriate for such Project.
4. Recommend to the Client a plan for any Project.
5. Advise the Client on current market conditions, federal, state or other law considerations, and other general information and economic data that might be relevant to any Project.
6. Assist Client in coordinating the activities between various parties to any Project as needed.
7. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to a Project. Services that may be procured may include, but are not limited to: general counsel; special tax counsel; credit facilities; credit rating; and engineering or design services.
8. Assist with the review of all documents, including but not limited to any governing body resolutions, purchase agreement, and any other relevant documents.
9. Assist the Client with other components of a Project as requested and agreed upon.
10. Coordinate with the proper parties and oversee the completion of each Project.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to any Transaction.
2. Survey the financial resources of the Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues.
3. Assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds, or other type of financing alternatives that may be available and appropriate for the particular issuance ("Debt Obligations").

4. Recommend to the Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
5. Advise the Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.
6. Assist the Client in the analysis of and the selection of a credit rating firm or Firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
7. Advise the Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of the Advisor, such credit enhancements would be advantageous to the Client.
8. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
10. Assist with the review of all financing documents, including but not limited to the preliminary and final offering statement, any governing body resolutions, purchase agreement, and any official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

C. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, Advisor shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. In carrying out its duties, the Advisor shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form/s with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation;

Client agrees to timely provide the Advisor with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;

- b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;
 - e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition;
4. Any other information necessary for the Advisor to make the calculations required for the specified Debt Obligation.

D. Continuing Disclosure Services

Upon receipt of written authorization from the Client to proceed, Advisor shall, based on the information supplied thereby, assist Client in satisfying its obligations for specified Debt Obligations under any applicable continuing disclosure undertaking executed by and requiring the Client to provide certain financial information and operating data and timely notices of the occurrence of certain events determined to be significant to investors. Such assistance will include the following for each specified Debt Obligation:

- 1. Compile, as needed, and file an annual report according to the continuing disclosure undertaking (the "Undertaking") executed by Client pursuant to SEC Rule 15c2-12(b)(5) for the Debt Obligation(s) for submission by Client to the Municipal Securities Rulemaking Board (MSRB) and the State Information Depository (SID), as applicable. The annual report will generally include:
 - a) An annual audited financial statement to be prepared by Client's accountants.
 - b) Updates of certain specified operating and financial data if not included in the annual audited financial statement.
- 2. Monitor through periodic requests for information, the significant events listed in the Undertaking and assist, as necessary, in the drafting and filing of a significant event notice relative thereto.
- 3. Advisor will furnish a receipt of filing for any continuing disclosure filing made within 30 days after its submission to the MSRB.

Client agrees to provide the Advisor with accurate information with respect to compiling the annual report in a timely manner and to fully disclose to Advisor any significant events as they occur.

APPENDIX B OF AGREEMENT BETWEEN

City of Elko New Market, Minnesota

AND

Springsted Incorporated

Effective as of June 4, 2018

A. COMPENSATION FOR SERVICES RELATING TO CLIENT'S DEBT OBLIGATIONS

1. a. General obligation debt:
 - Base fee of \$7,500 for a bond issuance, plus
 - \$5 per \$1,000 for the first \$2,500,000 of bonds issued
 - \$1 per \$1,000 for amounts over \$2,500,000 of bonds issued
- b. The foregoing schedule shall include the Advisor's services through closing of a Debt Obligation. If the Advisor performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in paragraph B of this appendix.
- c. A single Debt Obligation with multiple financing plans is charged per plan with a discount of \$4,000 per plan applied after the first plan.
- d. Non ad valorem supported debt and advance refunding shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- e. Debt Obligations dependent on successful referenda shall be compensated at 1.10 times the fee set out in paragraph 1.a. above.
- f. In the event it is necessary for the Advisor to repeat Debt Obligation services because of events beyond the Advisor's control, the Advisor shall be compensated for such repetitive services at the hourly rates set out in the foregoing paragraph B. of this Appendix. The Advisor shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and the Advisor.
- g. The Advisor's fees shall be payable as follows:
 - (i) For a Debt Obligation, fees shall be contingent upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, the Advisor shall be paid the amount which it would have been due upon closing.
 - (ii) If an issuance does not close for a reason that is beyond the control of the Client and without fault of the Client, then the Advisor shall be compensated at one-half the amount which would have been due upon closing.
 - (iii) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.
 - (iv) If a Client Debt Obligation is abandoned for any reason and the Advisor is without fault for such abandonment, the Advisor shall be paid a fee in the amount that would have been due if the Advisor's services to the point of abandonment had been charged at the hourly rate set out in paragraph B. herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to the Advisor of abandonment or whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization

referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and the Advisor.

2. The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

B. HOURLY RATES FOR NON-DEBT ISSUANCE RELATED SERVICES

Principal, Senior Officer	\$260
Senior Professional Staff	\$215
Professional Staff.....	\$160
Associates	\$ 75

C. ARBITRAGE AND REBATE MONITORING SERVICES

1. Fees for arbitrage services shall be as applied as follows:
 - a. \$1,500 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
 - b. \$1,500 for the first year, plus \$400 for each additional year up to a five year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, the Advisor will notify the Client if compliance with the arbitrage provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made and it is accepted by the Client, the Advisor will perform monitoring activities for a fee of \$400 for annual monitoring or \$850 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitrage services.
3. If (i) separate information for each Debt Obligation is not provided, (ii) Advisor is required to perform allocations of investments among funds, or (iii) the Advisor is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B.

D. CONTINUING DISCLOSURE SERVICES

Report preparation and filing per type of obligation:

- a. Full disclosure report created by Advisor, \$1,300, plus \$200 each debt obligation
- b. Full or limited disclosure official statement with updated data that can be referenced, \$0, plus \$200 each debt obligation
- c. Full disclosure all operating data included within CAFR, \$600, plus \$200 each debt obligation
- d. Limited disclosure, \$600, plus \$200 each debt obligation

Client shall be responsible for county auditor certification fees, if required, and any legal fees incurred in connection with determining compliance with continuing disclosure certificates or interpretation of significant events or filing of the annual report.

E. EXPENSES AND HOURLY FEES

Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.

APPENDIX C OF AGREEMENT BETWEEN

City of Elko New Market, Minnesota

AND

Springsted Incorporated

Effective as of June 4, 2018

CONFLICTS OF INTEREST

Contingent Fee. The fees to be paid by the Client to Springsted are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because Springsted may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Springsted may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Springsted manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entity clients which require it to put the interests of the Client ahead of its own and its duty of fair dealing that it owes to obligated person clients which require it to deal fairly with all persons.

Affiliated Entities and Subsidiaries. Springsted's wholly owned subsidiary, Springsted Investment Advisors Incorporated ("SIA") may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Springsted may act as solicitor for and recommend the use of SIA, but Client shall be under no obligation to retain SIA or to otherwise utilize SIA relative to Client's investments. The fees paid with respect to investments are based in part on the size of the issuance proceeds and Springsted may have incentive to recommend larger financings than would be in the Client's best interest. Springsted will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains SIA's services and adherence to Springsted's fiduciary duty and/or fair dealing obligations to the Client.

Springsted's wholly owned subsidiary, SpringstedIWaters, Incorporated ("SW"), may provide services to the Client in connection with human resources consulting, including, but not limited to, executive search and community survey services. In such instances, such services will be provided under a separate engagement, for an additional fee. Certain executives of the Client may have been hired after utilizing the services of SpringstedIWaters and may make decisions about whether to engage the services of Springsted. Notwithstanding the foregoing, Springsted may recommend the use of SpringstedIWaters, but Client shall be under no obligation to retain SpringstedIWaters or to otherwise utilize SpringstedIWaters relative to the Client's activities. Springsted will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship and adherence to Springsted's fiduciary duty to the Client.

No additional conflicts of interest have been identified by Springsted. To the extent any such material conflicts of interest arise after the date of this disclosure document, Springsted will provide information with respect to such conflicts in the form of a supplement to this disclosure.

LEGAL OR DISCIPLINARY EVENTS

Springsted is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration Springsted is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Springsted. Pursuant to MSRB Rule G-42,

Springsted is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Springsted or the integrity of its management or advisory personnel. There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Springsted. Copies of Springsted filings with the United States Securities and Exchange Commission ("SEC") can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Springsted Incorporated or for our CIK number which is 1613940. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Arbitrage Monitoring Services
 Authorization to Engage Services

Pursuant to the Agreement for Arbitrage Monitoring Services (“Agreement”) by and between City of Elko New Market, Minnesota (“Client”) and Springsted Incorporated (“Advisor”) effective June 4, 2018, Client wishes to retain the services of the Advisor to provide arbitrage calculations required by Section 148 of the Internal Revenue Service Code and related U.S. Treasury regulations with respect to the following Debt Obligation(s):

Bond Issue	Closing Date	Frequency
\$910,000 General Obligation Bonds, Series 2006A	11/1/2006	5th Year
\$1,735,000 General Obligation Improvement Bonds, Series 2007A	7/25/2007	5th Year
\$60,500 General Obligation Equipment Certificates of Indebtedness, Series 2009A	4/8/2009	5th Year
\$1,380,000 General Obligation Improvement Refunding Bonds, Series 2011A	7/7/2011	5th Year
\$1,290,000 General Obligation Refunding Bonds, Series 2012B	11/5/2012	5th Year
\$2,100,000 General Obligation Bonds, Series 2013A	12/19/2013	5th Year
\$1,385,000 General Obligation Bonds, Series 2015A	8/20/2015	5th Year
\$970,000 General Obligation Refunding Bonds, Series 2015B	8/20/2015	5th Year

Acceptance:

FOR CLIENT

SPRINGSTED INCORPORATED

Thomas Terry

Bonnie Matson

Print Name

Print Name

City Administrator

Principal

Title

Title

Continuing Disclosure Services

Authorization to Engage Services

Pursuant to the Agreement for Continuing Disclosure Services (“Agreement”) by and between the City of Elko New Market, Minnesota (“Client”) and Springsted Incorporated (“Advisor”) effective June 4, 2018, Client wishes to retain the services of the Advisor to provide continuing disclosure services required by Securities and Exchange Commission Rule 15c2-12(b)(5) for submissions to the Municipal Securities Rulemaking Board with respect to the following Debt Obligation(s):

General Obligation

- \$910,000 General Obligation Bonds, Series 2006A
- \$1,380,000 General Obligation Improvement Refunding Bonds, Series 2011A
- \$1,290,000 General Obligation Refunding Bonds, Series 2012B
- \$2,100,000 General Obligation Bonds, Series 2013A
- \$1,385,000 General Obligation Bonds, Series 2015A
- \$970,000 General Obligation Refunding Bonds, Series 2015B

Acceptance:

FOR CLIENT

SPRINGSTED INCORPORATED

Thomas Terry

Bonnie Matson

Print Name

Print Name

City Administrator

Principal

Title

Title



STAFF MEMORANDUM

SUBJECT:	Community and Civic Events Committee Appointments
MEETING DATE:	June 14, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Adopt Resolution 18-33 Appointing Lori Nelson to serve on the Community and Civic Events Committee for the remainder of 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
- 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:

At the April 12, 2018 City Council Meeting, the Council approved the following individuals to represent their non-profit organizations on the 2018 Community and Civic Events Committee (CCEC).

Mike Sutton, Elko New Market Parks & Recreation Commission
Terre Larsen, N.E.W. Lions Club
Janelle Kirsch, New Prague Area Community Education
Larry Caduff, Knights of Columbus
Denise Anderson, Boy Scout Troop 325
Jodi Muelken, Elko New Market Fire Relief Association
Toni Maat, Windmill Animal Rescue
Amanda Cambronne, Lakeville School District
Vacant, Chamber of Commerce

DISCUSSION:

Staff has received a request from Boy Scout Troop 325 to appoint Lori Nelson as their representative on the Community and Civic Events Committee for the remainder of 2018. Lori Nelson will replace Denise Anderson who is no longer available to serve on the CCEC.

BUDGET IMPACT:

None

Attachments:

- Resolution 18-33 Appointing Lori Nelson to serve on the Community and Civic Events Committee for the remainder of 2018

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

RESOLUTION NO. 18-33

**RESOLUTION APPOINTING
AN INDIVIDUAL TO THE COMMUNITY AND CIVIC EVENTS
COMMITTEE**

WHEREAS, the City has established a Community and Civic Events Committee (“CCEC”) as an advisory committee to the City Council;

WHEREAS, Denise Anderson, Boy Scouts Troop 325 Representative on the CCEC was appointed by the City Council on April 12, 2018 to serve on the CCEC for the 2018 year term;

WHEREAS, Denise Anderson has requested to no longer serve on the CCEC and, on behalf of the Boy Scouts Troop 325, requests that Lori Nelson complete her term on the CCEC for the remainder of 2018;

BE IT RESOLVED that the City Council of the City of Elko New Market, Minnesota hereby appoints Lori Nelson to the CCEC for the remainder of the 2018 term.

PASSED AND DULY ADOPTED by the City Council of the City of Elko New Market this 14th day of June, 2018.

CITY OF ELKO NEW MARKET

Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Outdoor Concerts and Events Application and Temporary Expansion of Licensed Premises Application for The Doublewide
MEETING DATE:	June 14, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	Adopt Resolution 18-34 Approving Outdoor Concerts and Events Permit and Adopt Resolution 18-35 Approving Temporary Expansion of Licensed Premises for The Doublewide

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 an Outdoor Concerts and Events Permit and Temporary Expansion of Licensed Premises Permit for The Doublewide.

DISCUSSION

Josh Storlie owner of The Doublewide Bar has submitted an Application for an Outdoor Concerts and Events Permit for a pro wrestling event to be held on June 22, 2018 from 2:00 p.m. to 1:00 a.m. Mr. Storlie has also applied for an Application for a Temporary Expansion of License Premises to expand the area of the licensed premises on a temporary basis for this event.

In 2017, Mr. Storlie applied for and was approved for a similiar pro wrestling event at The Doublewide Bar. Mr. Storlie is estimating the same number of public attendance as previous events. Staff has confirmed with the Police Department that they are not aware of any parking issues due to this previous event relating to parking.

Staff is recommending approval of an Outdoor Concerts and Events Permit Application contingent on the following conditions:

- The tent(s) area shall not exceed 1,800 sq. ft. and be taken down within 12 hours following the end of the event.
- In the case that the tent does not have walls to control access, a security/safety fence shall be required. Said fencing shall be made out of wooden snow fence or another similar type of sturdy security/safety temporary fencing to control access. Said fencing shall also be braced and supported by appropriately weighted fence posts.
- All outside activities related to the event, along with associated take down and cleanup shall terminate by 1:30 a.m. to alleviate any nighttime noise concerns that may affect neighboring property owners. The maximum noise level at the perimeter of the site shall be within the limits set by the Minnesota Pollution Control Agency and the Federal Environmental Protection Agency.
- Temporary signage shall be placed not to interfere with pedestrian or vehicular traffic flow or visibility.
- Per City Code, Section 5-5-1: No person shall make or cause to be made any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort, repose, health, peace, safety or welfare of any person or precludes his enjoyment of property or affects his property's value.
- An appropriate number of trash and/or recycling containers shall be provided on-site within/around the tent area to handle the extra amount of garbage.
- Any temporary lighting shall only illuminate the designated event/tent area and NOT shine or cause glare upon surrounding properties.
- The conditions, with the exception of hours, listed are consistent with conditions applied to events held at this property previously. Per City Code, Outdoor Concerts and Events cannot be conducted between the hours of 10:00 p.m. and 8:00 a.m., unless the extension of hours is approved by the City Council. To be consistent with previously approved events, Staff is requesting this event end at 1:00 a.m.

The applicant would like the City to permit the consumption of alcohol outside of the current liquor license premise area to the entire parking lot east of the bar and west of the six foot privacy fence as shown on the map provided in the application. In order to allow the consumption of alcohol outside of the current premise area, the applicant is requesting the City Council approve the Temporary Expansion of Licensed Premise Application.

Staff is recommending approval of the Temporary Expansion of Licensed Premises Application contingent on the following conditions:

- A temporary liquor license must be approved and issued by the City before any alcohol is served at the event outside of the current approved liquor service area.
- The temporary liquor license for the outdoor area shall cease at 1:00 a.m. and no outdoor consumption or sale of alcohol may continue thereafter.
- The event area shall be limited to three (3) secured access points controlled by event staff/volunteers wearing clearly visible identification badges and/or event security clothing.
- In the case that the tent does not have walls to control access, a security/safety fence shall be required. Said fencing shall be made out of wooden snow fence or another similar type of sturdy security/safety temporary fencing to control access. Said fencing shall also be braced and supported by appropriately weighted fence posts.
- Complies with City of Elko New Market Ordinance Chapter 2, and Minnesota Statutes Chapter 340A in the sale of liquor.
- Provide 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.

Council is being asked to adopt Resolution 18-34 Approving An Outdoor Concerts and Events Permit and adopt Resolution 18-35 Temporary Expansion of Licensed Premises.

Attachments:

Resolution 18-34 Outdoor Concerts and Events Permit for The Doublewide

Resolution 18-35 Temporary Expansion of Licensed Premises for The Doublewide

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

RESOLUTION NO. 18-34

WHEREAS; Josh Storlie has submitted an application for an Outdoor Concerts and Events permit for an event to be held at The Doublewide, 421 St. Joseph Street, Elko New Market on June 22, 2018 between the hours of 2:00 p.m. and 1:00 a.m.;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that an Outdoor Concerts and Events permit be issued to Josh Storlie for the premises located at 421 St. Joseph Street, Elko New Market, Minnesota, for an Outdoor Concerts and Events Permit for June 22, 2018 between the hours of 2:00 p.m. to 1:00 a.m. in the parking lot of property. This permit is issued contingent upon the following requirements:

- The tent(s) area shall not exceed 1,800 sq. ft. and be taken down within 12 hours following the end of the event.
- In the case that the tent does not have walls to control access, a security/safety fence shall be required. Said fencing shall be made out of wooden snow fence or another similar type of sturdy security/safety temporary fencing to control access. Said fencing shall also be braced and supported by appropriately weighted fence posts.
- All outside activities related to the event, along with associated take down and cleanup shall terminate by 1:30 a.m. to alleviate any nighttime noise concerns that may affect neighboring property owners. The maximum noise level at the perimeter of the site shall be within the limits set by the Minnesota Pollution Control Agency and the Federal Environmental Protection Agency.
- Temporary signage shall be placed not to interfere with pedestrian or vehicular traffic flow or visibility.
- Per City Code, Section 5-5-1: No person shall make or cause to be made any distinctly and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort, repose, health, peace, safety or welfare of any person or precludes his enjoyment of property or affects his property's value.
- An appropriate number of trash and/or recycling containers shall be provided on-site within/around the tent area to handle the extra amount of garbage.
- Any temporary lighting shall only illuminate the designated event/tent area and NOT shine or cause glare upon surrounding properties.
- The conditions, with the exception of hours, listed are consistent with conditions applied to events held at this property previously. Per City Code, Outdoor Concerts and Events cannot be conducted between the hours of 10:00 p.m. and 8:00 a.m., unless the extension of hours is approved by the City Council. To be consistent with previously approved events, Staff is requesting this event end at 1:00 a.m.

APPROVED AND ADOPTED this 14th day of June, 2018.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

RESOLUTION NO. 18-35

WHEREAS; Josh Storlie has submitted an application for a Temporary Expansion of Licensed Premises to the Liquor License for The Doublewide located at 421 St. Joseph Street, Elko New Market, Minnesota, 55020 to expand the “liquor premises” to a portion of the backyard for an event to be held June 22, 2018 from 2:00 p.m. to 1:00 a.m. (including set up and clean up being completed by 1:30 a.m.);

WHEREAS; the applicant proposed to temporarily expand the liquor licenses premises to the portion of the backyard as shown on the attached Exhibit “A” (the “Temporary Expansion Area”)

WHEREAS; The Doublewide meets the requirements for issuance of the Temporary Expansion of Licensed Premises to the Liquor License under Minnesota Statute Chapter 340A; and

WHEREAS; the City has reviewed The Doublewide’s Temporary Expansion of Licensed Premises Application and has determined that The Doublewide meets the requirements of the City's Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that a Temporary Expansion of Licensed Premises be issued to The Doublewide for the Temporary Expansion Area located at 421 St. Joseph Street, Elko New Market, Minnesota 55020, for June 22, 2018 from 2:00 p.m. to 1:00 a.m. (including set up and clean up being completed by 1:30 a.m.) conditioned upon compliance with the following requirements:

- A temporary liquor license must be approved and issued by the City before any alcohol is served at the event outside of the current approved liquor service area.
- The temporary liquor license for the outdoor area shall cease at 1:00 a.m. and no outdoor consumption or sale of alcohol may continue thereafter.
- The event area shall be limited to three (3) secured access points controlled by event staff/volunteers wearing clearly visible identification badges and/or event security clothing.
- In the case that the tent does not have walls to control access, a security/safety fence shall be required. Said fencing shall be made out of wooden snow fence or another similar type of sturdy security/safety temporary fencing to control access. Said fencing shall also be braced and supported by appropriately weighted fence posts.
- Complies with City of Elko New Market Ordinance Chapter 2, and Minnesota Statutes Chapter 340A in the sale of liquor.
- Provide 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 14th day of June, 2018.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

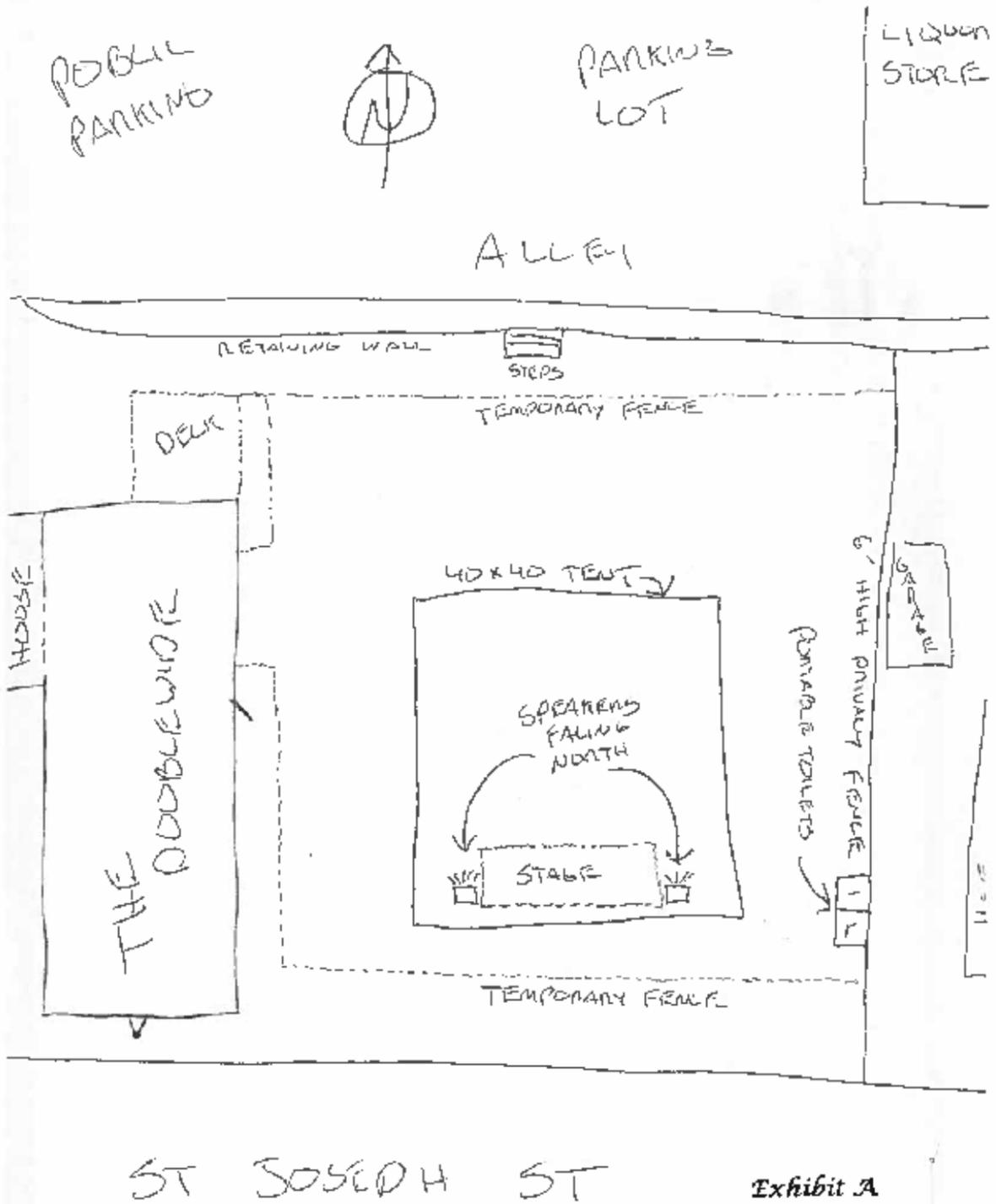


Exhibit A



STAFF MEMORANDUM

SUBJECT:	Request for Waiver of Expenses Related to Processing of Land Use Application
MEETING DATE:	June 14, 2018
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Discussion and direction

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

In 2016, Elko Speedway applied for an amendment to the Speedway PUD to combine the conditions imposed by the approved Elko Marketplace PUD and the requirements of the Speedway license. In addition to the “repackaging” of the various conditions applicable to the Speedway parcel and adjacent single family/office parcel, the following changes were requested by the applicant as the PUD amendment progressed through the process:

1. The allowance of up to 40 oval track “races” on an annual basis (an average of 27 “races” per year have taken place over the past seven years).
2. The occasional allowance of simultaneous oval track (race) events and outdoor (drive-in) movie activities (due to unanticipated race delays).
3. The following modifications to the Speedway’s comprehensive sign plan:
 - a. The use of the existing “billboard” signs located along County Road 2 and France Avenue for on-premise advertising.
 - b. A new monument sign for the office use which occupies the former residential parcel located south of the midget track along France Avenue (26480 France Avenue).
4. A 10-year extension related to the allowance of general office and speedway-related storage and repair uses upon the former residential parcel referenced in item 3.b above. Specifically, it was requested that the use termination date for such uses be extended from 2019 to 2029.

It should also be noted that a City Council concern over the legality of the Speedway’s County Road 91 access and adequacy of the Speedway’s off-street parking supply resulted in the item being continued and additional staff research was conducted related to such matters.

The City required a fee and escrow of \$5,000 for the processing of the PUD application. The applicant is responsible for any external City costs associated with processing the application. IN this case, it was consulting costs associated with the processing of the application. Those external costs are applied against the escrow and the applicant is still liable for those costs that may exceed the escrow. The total bill back costs for the processing of the application was \$20,485. The applicant has paid \$11,500 to date and is requesting that the City waive the remaining fees of \$8,985.

It is the City’s intended practice to provide invoices of escrow billings and balances to applicants on a monthly basis. The land use application process is typically 60-90 days and, in the case of a more complicated application, it can take longer. The monthly invoice is intended to provide transparency related to the use of escrows. However, it must be recognized that there is a natural delay between expenses that are billed back and when the applicant sees an invoice. Under normal circumstances, the invoice for work that is completed during a billing month, May for example, will not be received by the City until sometime in June. After the City has received and processed the invoice, the expense would be applied to the escrow or billed to the applicant, if the escrow is depleted. This takes place normally within 30 days of receiving the expense invoice. This means a 45-60 day delay between the expense and when the applicant receives an invoice. However, in the case of the Speedway PUD application, the

applicant did not receive any invoices until after the application had been completely processed. In the case of a simple application, this is not uncommon due to the 45-60 day delay. However, the process for the more complicated Speedway PUD amendment application spanned several months and the applicant should have received multiple invoices during that period. In review of the circumstances, it was found that internal processing issues related to changing financial staff/consultants and revised procedures resulted in the oversight. While this process issue has since been corrected, it does not change the impact to the applicant. This error has been acknowledged several times to the applicant and the Council.

Due to the total amount of the processing expenses to be billed to the applicant, the City Administrator reviewed the invoices and then met with the applicant to review the invoices. It was requested that the applicant review the invoices and provide feedback before a final billing amount was determined. After review of the invoices, the applicant raised concerns regarding the total amount billed back, as well as concerns regarding the lack of invoicing.

DISCUSSION:

The applicant has paid \$11,500 towards the external costs billed back to the applicant for processing the PUD amendment application. This included a \$5,000 escrow, a \$1,500 escrow for a separate minor PUD amendment that was ultimately rolled into the larger amendment and an additional \$5,000 payment. The applicant is requesting the waiver of the remaining \$8,985.76. The applicant's basis for the request is outlined below:

- The Speedway did not receive invoices in a timely fashion, thereby reducing or eliminating the ability of the Speedway to make decisions regarding the progress of the application that may have affected expenses that were incurred.
- Furthermore, the delay inhibited the ability of the Speedway to assess the expenses for purposes of discussion or dispute, if appropriate.
- The public received some benefit from the revised ordinance by improving the administration of the revised ordinance.
- The cumulative fees for processing the application is disproportionate to the nature of the application and significantly greater than expected.

The applicant's critique related to the lack of invoicing is valid. Whether or not it would have had an impact on a decision made by the applicant to continue proceeding with the application is speculative. However, it deprives the applicant of the ability to question or dispute expenses in a more timely fashion.

The applicant has indicated that the amended PUD provides a public benefit through greater ease of administration. Staff would agree that is correct. However, the degree of the benefit is difficult to quantify.

The City Administrator reviewed the invoices containing expenses to be billed back to the applicant. Upon review, approximately \$3,150 of those expenses were absorbed by the City. The remaining \$20,485 in expenses were determined, in the opinion of staff, to be legitimate and reasonable as it related to individual work activities. However, the cumulative total of the expenses far exceeded what was anticipated by staff, the consultants or the applicant. While part of the total expense was driven by change in the scope of the application by the applicant, the primary driver was that the process was time intensive with most of the work being completed by external consulting resources.

At the end of the day, the applicant is not disputing any specific expense, rather the cumulative total. As a result, the question(s) before the Council is, "Should the applicant be responsible for the full cost of processing the application given the circumstances? Is it fair and reasonable?" Staff has no recommendation regarding this matter and is seeking direction from the City Council.

BUDGET IMPACT:

The waived bill back expenses would be applied against the relevant professional consulting services line items within the General Fund.



STAFF MEMORANDUM

SUBJECT:	Dakota Acres Offer - Global Properties, LLC
MEETING DATE:	June 14, 2018
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Approve Purchase Agreement Between City of Elko New Market and Global Properties, LLC

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 has received an offer, dated 5/30/18, to purchase a 3.1 acre City-owned parcel within the Dakota Acres plat. The area was approved for townhome development in 2006/2007 and due to the recession the original development never came to fruition; only 8 of the originally planned 71 townhome units were constructed.

The City Council previously indicated (in April of 2017) that they are open to all options for development of the remaining property, including townhomes, apartments, and senior housing, and expressed specific interest in development the property for a potential apartment building.

The City has now received an offer from Global Properties, LLC to purchase the remaining City-owned property. Details regarding the offer include:

- Purchase all of existing Outlot D and the remaining portion of Outlot C, Dakota Acres
- Earnest money of \$10,000
- Seller/City to provide boundary survey of property
- Seller/City shall provide commitment for title insurance
- Buyer and seller each to pay typical closing costs associated with closing
- Purchaser to complete Phase I Environmental Assessment
- Contingent upon purchaser reviewing documentation (boundary survey, title work, Phase I) to their satisfaction
- Contingent upon purchaser determining property is suitable for the purchaser's proposed use
- Seller to deliver limited warranty deed at closing
- Closing within thirty (30) days following contingency period

In discussions with the offeror, their intention is to construct 56 apartment units on the property. The units would be contained within two 16-unit buildings and one 24-unit building. The property would need to be rezoned and platted to accommodate the proposed development.

Attached is a conceptual site layout, floor plan, and building elevation the proposed development. It is important to note that this is conceptual in nature and has not been reviewed in detail by City staff. The use of the property for multi-family housing is consistent with the current zoning of the property and Comprehensive Plan. There may be certain design issues that need to be addressed but staff supports the proposed use of the property.

The sale is not contingent upon City approval of their proposed plans. Approving the purchase agreement does not confer upon the purchaser any rights to develop the property as referenced. Approval of the proposed development requires a separate Planning Commission and City Council process.

In order for the City Council to fully understand the impact of selling proposed property, the following information is being provided:

- Offer
- Appraised Value
- Assessed Value

- (Tracked) Debt on Property
- Impact of the sale on the 318 Bond Fund
- Impact of the sale to Infrastructure Funds
- Impact of the sale to General Fund (limited information)
- Impact to annual Tax Revenue (limited information)

Offer Price:

3.19 acre outlot for **\$266,000**

Appraised/Assessed Value:

Outlot D – 2.41 Acres + Remaining Portion of Outlot C - .78 Acres = 3.19 acres
 3.19 acres appraised for **\$277,912.80** as of June 16, 2016 (\$2 per square foot)

Assessed Value (Scott County)

2.41 Acres = \$120,500

.78 Acres = 57,600

Total = **\$178,100**

Current Debt on Properties:

The City has been tracking carrying costs on the Dakota Acres properties, as well as the original (bond) debt and associated interest. The total debt assigned to these portions of the Dakota Acres properties as of December 31, 2017 = \$265,962.36.

2.41 Acres = \$220,185.49

.78 Acres = \$45,776.87 (27.08% of total original Outlot debt)

Total = **\$265,962.36**



Property proposed to be purchased

Impact on 318 Bond Fund

The bond for James Parkway, Nevada Avenue and 255th Street improvements is being paid through three sources: sale of the City-owned Dakota Acres Property, assessments to ISD 721, and a deferred assessment against the Leander Wagner property. Assessments to the school district are being paid on schedule. Assessments to the Wagner properties are deferred until the time of development. The sale of City-owned Dakota Acres properties generate revenue into the fund.

Impact to Infrastructure Funds:

The developer is proposing to construct approximately 56 apartment units on the property. Based on the construction of 56 apartment units, the following impacts are expected to City infrastructure funds:

Water Trunk Fees* **	\$3,615/unit	\$162,675
Water Connection Fees* **	\$2,107/unit	\$94,815
Sewer Trunk Fees* **	\$4,056/unit	\$182,520
Sewer Connection Fees* **	\$2,036/unit	\$91,620
Stormwater Trunk Fees*	\$3,507.88/acre	\$11,190.14
Stormwater Connection Fees*	\$1,235.86/unit	TBD
Park Fees:*	\$2,000/unit	\$112,000

**based on 2018 adopted fees **20% discount applied for common laundry facilities (45 SAC units)*

Impact to General Fund

Development of an additional 56 townhouse units will result in building permit revenues to the City. Staff has not yet calculated the estimated building permit and plan review fees that would be retained by the City but believes that the revenues would be approximately \$20,000.

Impact on Annual Tax Revenue

Upon full development of 56 apartment units, additional tax revenue would be generated which would affect the City's general fund revenue. Staff has not yet worked with the County Assessor's office to estimate what the revenues might be. Note that there is a delay of approximately two years from the time a building permit is issued until full tax revenue is received by the City.

DISCUSSION

City staff and the City Attorney have reviewed the purchase agreement. City staff made one counter-offer which was accepted and incorporated into the current purchase agreement. **The purchase agreement has been reviewed by both City staff and the City Attorney.** Staff is recommending that the City Council accept and approve the purchase agreement as currently written.

BUDGET IMPACT

The budget impact of the current offer and proposed development are outlined earlier in this report.

ACTION REQUESTED

Staff is ultimately seeking direction from the City Council regarding how to respond to the current offer to purchase the City's remaining property in Dakota Acres.

Attachments:

- Purchase Agreement dated 5/30/18
- Sample 16-unit building floor plan
- Sample site plan
- Dakota Acres Lots & Costs

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is effective as of the 29th day of May 2018, by and between **GLOBAL PROPERTIES, L.L.C.**, a Minnesota limited liability company, 3075 Sakpe Circle Shakopee MN. ("Purchaser"), and **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation, 601 Main Street, Elko New Market 55020 ("Seller").

1. **OFFER/ACCEPTANCE.** In consideration of the mutual promises, covenants, and agreements hereinafter contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy the real property, legally described on Exhibit "A" attached hereto from Seller, upon the terms and conditions hereinafter set forth, together with all and singular rights and appurtenances pertaining to the real property including, but not limited to all right, title and interest of Seller in and to adjacent streets, rights of way, easements, utility agreements, parking and other shared use agreements and all hereditaments and appurtenances pertaining thereto, if any (hereinafter referred to as the "**Property**").

2. **PRICE AND TERMS.** The price for the Property included under this Purchase Agreement is Two Hundred Sixty-Six Thousand Dollars (\$266,000.00), which Purchaser shall pay to Seller as follows:

- A. Earnest money of \$10,000.00 to be deposited and held in escrow by a title company of the Seller's choosing. ("Title"). Earnest money to be applied to the Purchase Price at closing;
- B. The remainder of the Purchase Price in cash or by wire transfer of U.S. Federal Funds on the Closing Date as hereinafter defined.

3. **DEED/MARKETABLE TITLE.** Upon performance by Purchaser, Seller shall execute and deliver a **Limited Warranty Deed**, conveying good and marketable title of record, subject to the following Permitted Encumbrances:

- A. Reservations of minerals or mineral rights by the State of Minnesota, if any;
- B. Building and zoning laws, ordinances, state and federal regulations;
- C. The lien of real property taxes and the lien of special assessments and interest due thereon, if any, payable in the year of closing which by the terms of this Purchase Agreement are to be paid or assumed by the Purchaser; and
- D. Any encumbrances shown on the title commitment to which Purchaser has not objected to under Paragraph 9 of this Agreement ("Permitted Encumbrances").

4. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.**

- A. Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real

estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.

- B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of Closing shall be paid by Seller. Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable by Seller in the year of Closing.
- C. Deferred Real Estate Taxes. Seller shall pay on Date of Closing or provide for payment of any deferred real estate taxes (including "Green Acres" taxes under Minn. Stat. § 273.111) payment of which is required because of the Closing of this sale and the recording of the Deed. Provision for payment shall be by payment into escrow of 1.5 times the estimated payoff amount of the deferred taxes.
- D. Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable in the year of Closing shall be paid by Seller at Closing.
- E. Pending Special Assessments. Purchaser shall provide for payment of special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by the City Council or other governmental authorities. Purchaser's provision for payment shall be by payment into escrow of 1.5 times the estimated amount of the assessments. If a special assessment becomes pending after the date of this Purchase Agreement and before the Date of Closing, Purchaser may, at Purchaser's option:
 - (1) Assume payment of the pending special assessment without adjustment to the purchase price of the real property; or
 - (2) Require Seller to pay the pending special assessment (or escrow for payment of same as provided above) and Purchaser shall pay a commensurate increase in the purchase price of the real property, which increase shall be the same as the estimated amount of the assessment; or
 - (3) Rescind this Agreement, in which case all Earnest Money shall be refunded to Purchaser.
- F. All Other Levied Special Assessments. Seller shall pay on the Date of Closing all other special assessments levied as of the date of this Purchase Agreement.

5. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Seller warrants that there has been no labor or material furnished to the Property for Seller for which payment has not been made.

6. SURVEY. Seller shall provide a boundary survey of the Property, at Seller's cost. Purchaser may also have the Property surveyed as determined by Purchaser, in Purchaser's sole discretion and at Purchaser's expense. If the survey shows any discrepancies or conflicts in boundary lines and encroachments which materially decrease the value of the Property based on

Purchaser's intended use, which Seller is unable or unwilling to cure, then Purchaser's sole remedy shall be to terminate this Agreement by notice to Seller, given no later than Contingency Date, whereupon the Earnest Money shall be refunded, otherwise the defects shall be deemed to be waived.

7. ACCESS PRIOR TO CLOSING. Upon reasonable notice to Seller, Purchaser and Purchaser's authorized agents shall have the right during the period from the date of this Agreement to the Date of Closing to enter in and upon the Property to make, at Purchaser's expense, surveys, measurements, soil tests and other tests that Purchaser shall deem necessary. Purchaser agrees to restore any resulting damage to the Property and to indemnify, hold harmless and defend Seller from all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses and attorneys' fees.

8. POSSESSION. Seller shall deliver possession of the Property not later than the actual date of closing.

9. TITLE INSURANCE. To demonstrate that Seller's title is insurable for marketability, within a reasonable period following the date of this Agreement, Seller shall furnish Purchaser with a Commitment for Title Insurance in the full amount of the Purchase Price certified to date to include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments. The Title Commitment shall be obtained from Eagle Creek Title Company. Purchaser shall be allowed twenty (20) business days after receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

10. TITLE CORRECTIONS AND REMEDIES. Seller shall have 60 days from receipt of Purchaser's written title objections to make title marketable. Upon receipt of Purchaser's title objections, Seller shall, within ten (10) business days, notify Purchaser of Seller's intention to make title marketable within the 60-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein, and the closing shall be postponed.

If any objection is so made, Seller shall have ten (10) business days from receipt of Purchaser's written title objections to notify Purchaser of Seller's intention to make title marketable within sixty (60) days from Seller's receipt of such written objection. If notice is given, payments hereunder required shall be postponed pending correction of title, but upon correction of title and within ten (10) days after written notice to Purchaser, the parties shall perform this Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, the Purchaser shall have the right to terminate this Agreement and the Earnest Money shall be returned to Purchaser.

11. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address for each party as shown above and if mailed, are effective as of the date of mailing.

12. MINNESOTA LAW. This contract shall be governed by the laws of the State of

Minnesota.

13. WELL DISCLOSURE. *[Check one of the followings.]*

- Seller certifies that Seller does not know of any wells on the Property.
- Wells on the Property are disclosed by Seller on the attached Well Disclosure form.

14. DISCLOSURE OF INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM.
[Check one of the following.]

- Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property.
- Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form.

15. PROTECTED HISTORICAL SITES. *[Select either one of the following.]*

- Seller represents that Seller does not know if there are historical, Native American, or archeological materials on or in the Property that might be protected by law.
- To Seller's knowledge, the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser's obligation to close is contingent upon Purchaser determining to Purchaser's satisfaction that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

16. METHAMPHETAMINE DISCLOSURE STATEMENT.
[Check one of the following:]

- To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.
- To the best of Seller's knowledge, methamphetamine production has occurred on the Property and Seller makes the following disclosure:

A county or local health department or sheriff *[strike one* has / has not *ordered that the Property or some portion of the Property is prohibited from being occupied or used until it has been assessed and remediated as provided in the Department of Health's Clandestine Drug Labs General Clean-up Guidelines.*

If such order or orders have been issued complete the following statement:
The above orders issued against the Property *[strike one* have / have not *been vacated.*
If such order has not been issued, state the status of removal and remediation on the Property: *[Use additional sheets, if necessary.]*

17. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES. Seller, as part of the consideration therefore, represents warrants, and covenants with Purchaser and its successors and assigns that to the best of Seller's actual knowledge and without any investigation or inquiry, as follows:

- A. Seller has or as of the Date of Closing will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting the title, except for the Permitted Encumbrances.
- B. To Seller's actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.
- C. As of the Date of Closing there will be no outstanding or unpaid claims, actions or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date hereof.
- D. Except as provided herein, Seller shall indemnify and defend Purchaser and otherwise hold Purchaser harmless of, from and against any broker who may be entitled to any commission or finder's fee in connection with the transaction contemplated herein to the extent arising from Seller's actions.
- E. Seller is not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.
- F. Seller has not received notice of (a) any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property or against the Property, (b) any violation of the Property's compliance with applicable fire safety laws, building code ordinances, zoning ordinances or any similar statutes, ordinances, laws, rules or regulations, (c) any condition, defect or inadequacy which, if not corrected, would result in the termination of, or increase in the cost of, insurance coverage, (d) any proceedings which could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Property or any part thereof, or (e) any pending or threatened condemnation proceeding that would affect the Property.

The covenants, representations, and warranties contained in this Paragraph shall be deemed to benefit Purchaser and its successors and assigns and shall survive any termination or expiration of this Purchase Agreement or the delivery of the Limited Warranty Deed. All of Seller's covenants, representations and warranties in this Agreement shall be materially true as of the date hereof and of the Closing Date, and shall be a condition precedent to the performance of Purchaser's obligations hereunder. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement, or Purchaser may

postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty. Seller indemnifies Purchaser from any breaches of the covenants, warranties and representations set forth in this Paragraph for a period of 18 months after the date of Closing.

18. REAL ESTATE BROKER. Seller and Purchaser each represent and warrant to the other that they have not used or entered into any agreement with any real estate broker, agent, finder or other party in connection with this transaction and that they have not taken any action that would result in any real estate broker's, finder's or other fees or commissions being due to any other party with respect to this transaction.

19. SELLER'S AFFIDAVIT. At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank [Form No. 116-M, 117-M, or 118-M] Affidavit of Seller.

20. CLOSING. The Closing of the purchase and sale contemplated by this Agreement shall occur at the Title Company's office or another location agreed to by the parties and shall occur on or before 30 days following the Contingency Period provided under Paragraph 23 ("Closing Date"). At closing, Seller and Purchaser shall disclose their Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

21. CLOSING DOCUMENTS.

A. At the Closing, Seller shall execute and/or deliver to Purchaser the following (collectively the "Closing Documents"):

- (1) **Limited Warranty Deed.** A Limited Warranty Deed in recordable form and reasonably satisfactory to Purchaser, which shall include the following well representations: "Seller certifies that the Seller does not know of any wells on the described Property."
- (2) **Seller's Affidavit.** A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.
- (3) **Non-Foreign Person Certification.** A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued there under, in order to establish that Seller is not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

- (4) **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.
- (5) **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.
- (6) **Other Documents.** All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Purchaser shall pay the balance of the Purchase Price and execute and deliver to Seller the all documents reasonably determined by either party or Title to be necessary to provide title insurance for the Property.

22. CLOSING COSTS. The costs relating to the closing of this transaction shall be paid as follows:

A. Purchaser shall pay:

- (1) Recording fee for the Limited Warranty Deed;
- (2) One-half of the closing fees charged by the Title Company;
- (3) Pro-rated taxes; and
- (4) All costs of the premium for owner's title insurance.

B. Seller shall pay:

- (1) State deed tax;
- (2) One-half of the closing fees charged by the Title Company;
- (3) Pro-rated taxes;
- (4) Conservation fee attributable to the Limited Warranty Deed; and
- (5) All costs of obtaining a title insurance commitment.

23. PURCHASER'S CONTINGENCIES. Purchaser's obligations under this Agreement are contingent upon Purchaser's satisfaction with each of the following ("Purchaser's Contingencies"):

A. Purchaser determining that it is satisfied, in its sole discretion, with the results of matters disclosed by a Phase I Environmental Audit or by any additional environmental/engineering investigation or testing of the Property performed by Purchaser or Purchaser's agent and that the Property is suitable for the

Purchaser's proposed use and meets the standards in the marketplace.

- B. Purchaser determining that it is satisfied with the results of the survey of the Property provided by Seller.

If the Purchaser's Contingencies have not been satisfied within 90 days of the date of this Agreement, then Purchaser may terminate this Agreement by giving notice to Seller on or before the Closing Date, in which case the Earnest Money set forth in Paragraph 1 shall be returned to Purchaser. The contingencies set forth in this Paragraph are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Seller.

24. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

25. REMEDIES.

A. Default by Purchaser. If Purchaser defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving a 30-day written notice to Purchaser pursuant to Minnesota Statutes section 559.21, as it may be amended for time to time. If Purchaser fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller shall retain the Earnest Money as liquidated damages, time being of the essence of this Agreement.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser's sole remedy is termination of the Agreement and return of the Earnest Money.

26. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Purchaser shall have the right to assign its interests hereunder.

27. NO AGENCY. None of the provisions herein shall be construed to establish an agency, partnership or joint venture relationship between Seller and Purchaser for any purpose.

28. TIME PERIODS. In the event the time for performance of any obligation hereunder expires on a Saturday, Sunday or legal holiday in the State of Minnesota, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Minnesota.

29. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations and warranties set forth in this Agreement shall survive the Closing for a period of eighteen (18) calendar months following the Closing Date, and none of such representations and warranties shall merge into any instrument of assignment, endorsement, contract, deed or other instrument executed or delivered at the Closing in connection with the transactions contemplated hereby.

30. DESCRIPTIVE HEADINGS. The descriptive headings of the paragraphs of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision hereof.

31. CONSTRUCTION. The parties agree that each party and its counsel have reviewed and prepared this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

32. PROVISIONS SEVERABLE. The invalidity or unenforceability of any covenant, term or condition of this Agreement or any portion of any covenant, term or condition of this Agreement, shall require renegotiation of this Agreement.

33. NO WAIVER. The waiver by one party of the performance of any covenant or condition hereunder shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder. The waiver by any or all of the parties of the time for performing any action shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement of any remedy shall not exclude other remedies unless they are expressly excluded.

**SELLER:
CITY OF ELKO NEW MARKET**

By: _____
Bob Crawford, Mayor

And: _____
Sandra Green, City Clerk

**PURCHASER:
GLOBAL PROPERTIES, L.L.C.**

By:  5-30-18

Nicholas Campbell

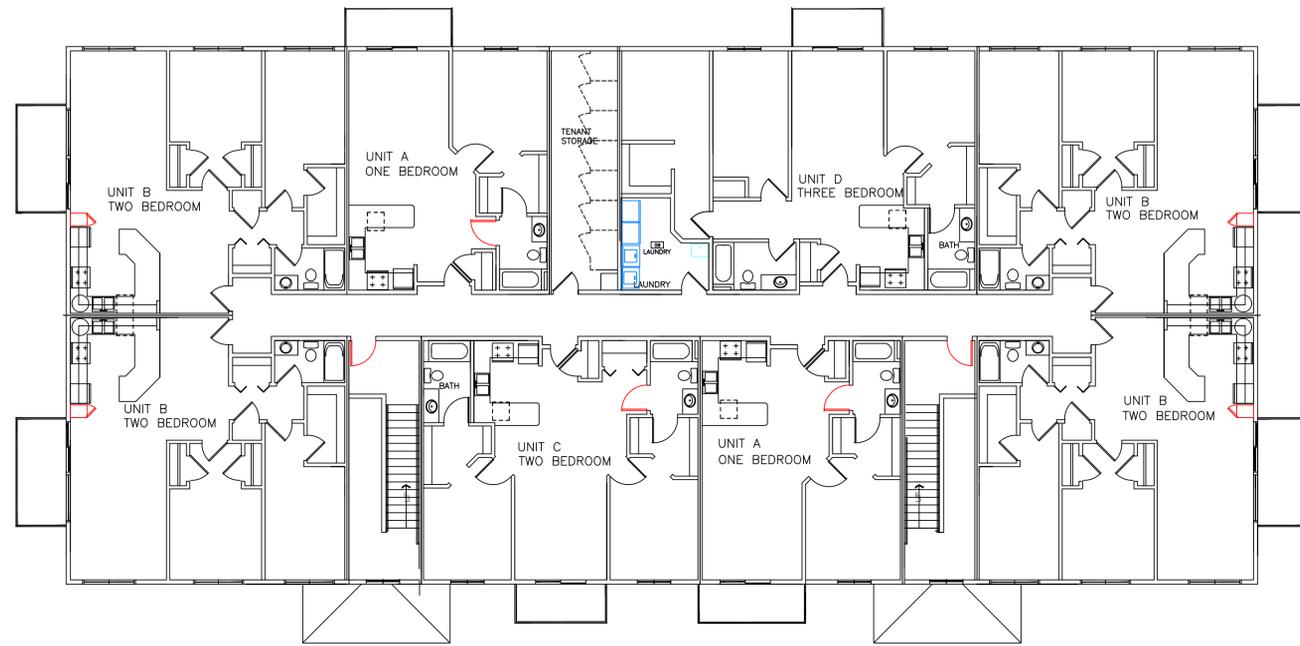
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

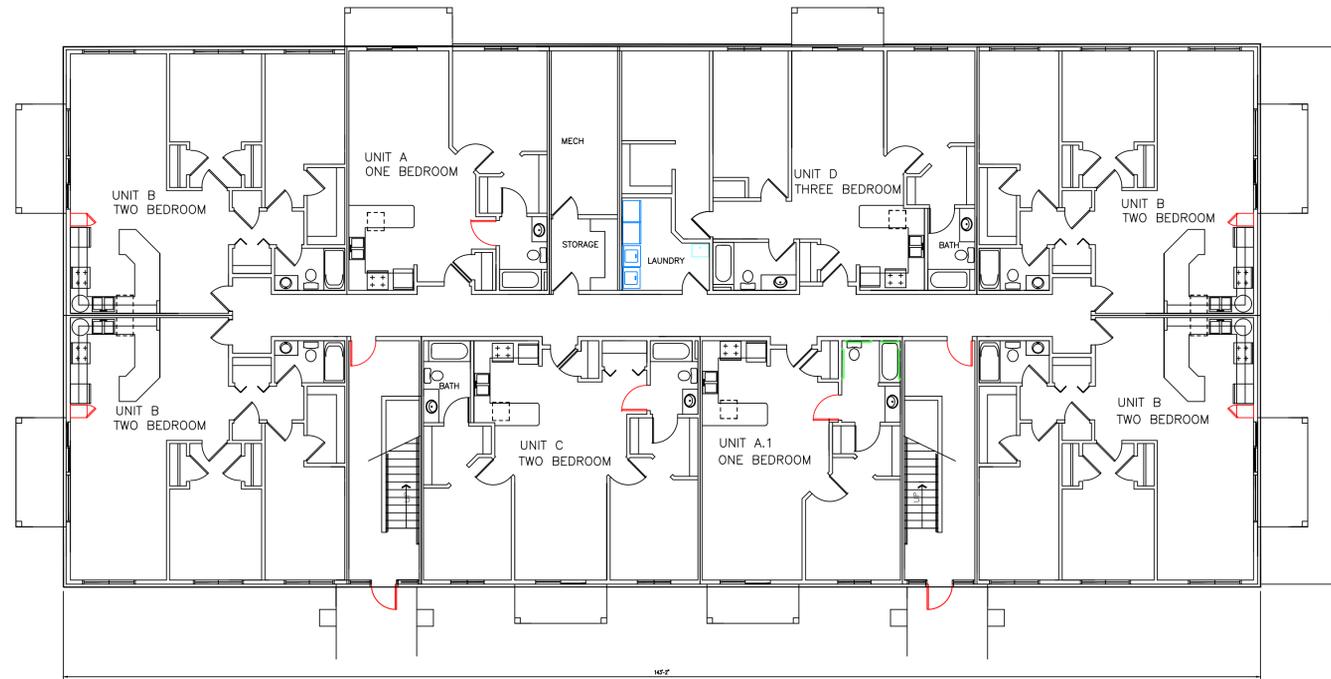
Outlot D, Dakota Acres, Scott County, Minnesota, according to the recorded plat thereof,

AND

That part of Outlot C, Dakota Acres, Scott County, Minnesota according to the recorded plat thereof, except that part lying easterly of the east line of Outlot D, Dakota Acres and its southerly extension.



SECOND FLOOR PLAN



FIRST FLOOR PLAN 9122 SF





STAFF MEMORANDUM

SUBJECT:	Barsness Project Collection
MEETING DATE:	June 14, 2018
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Discussion and direction

COMMUNITY VISION:

- A mature growing freestanding suburb of the Twin Cities Metropolitan Area, preserving historic landmarks and small town character while providing suburban amenities and services, as well as full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities for citizens and visitors
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- 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

At the May 24, 2018 meeting of the City Council, the Council discussed collection of amounts owed on the Barsness project applications. After some discussion, the Council tabled item until the June 14, 2018 meeting. The City Council is being asked to continue its discussion and provide direction to staff.

The City Attorney's memo from the May 24, 2018 meeting has been attached from reference. In accordance with general rules of order, the City Council should motion to remove the item from the table prior to discussing.

Attachments:

- City Attorney Memorandum, dated 5/24/2018



CAMPBELL KNUTSON
PROFESSIONAL ASSOCIATION

MEMORANDUM

TO: Elko New Market Mayor and City Councilmembers
CC: Tom Terry, City Administrator
FROM: Andrea McDowell Poehler
DATE: May 24, 2018
RE: Barsness Project Collection

BACKGROUND

Since August 2016, Warren Barsness has filed land use applications with the City for his project located in the southeast corner of County Roads 2 & 91, including a grading permit, PUD Sketch Plan, Rezoning and Preliminary Plat. He owes the following amounts related to those applications:

Barsness Grading project

Service Dates: August 2016 – 1/11/18
Amount owed: \$4,537
Originally billed 1/3/18, sent 2nd notice on 2/14/18

PUD Concept Plan

Service Dates: 2/16/18 - current
Overage of initial application fee - \$40.50
The applicant provided a cashier's check of \$5,000 for the initial application.

PUD Sketch Plan (Rezone & Prelim Plat)

Service Dates: April – current
Amount owed: \$4190.50
Campbell Knutson April bill - \$232.50
Campbell Knutson May bill - \$1,080
BMI April/May bill - \$2,848
Return check fee - \$30
The applicant provided a \$5,000 check for the application and escrow, but later stopped payment on the check.

Total Bills Outstanding = \$8,768.00

DISCUSSION

Staff is requesting direction from the City Council concerning collection of the outstanding amount owed on the Barsness project.

While the amounts incurred would normally constitute a lien against the property that is the subject of the application, the recent foreclosure and sale of the property to new owners that have not signed on the applications would bar a lien against the property.

The City may, however, bring a civil action against the applicant who signed the application and acknowledgment regarding fees related to the project. This may be done through a conciliation court action which provides a cost-effective method for collection of amounts under \$15,000.

If a judgment is obtained in a conciliation court action, the judgment can be filed with any County in which the defendant owns property and will constitute a lien against property owned by defendant. The judgment lien will continue for a period of 10 years and can be renewed for an additional 10 years. The judgment lien will allow for collection of the judgment upon sale of the property owned by the defendant within the County, assuming that there are no prior liens that exist against the properties that reduce the value of the property below what is owed on the judgment.

In addition, the City can attempt to collect the judgment against any assets held by the defendant in the action. However, collection can be time-consuming, results in added costs, and its outcome will depend upon the availability of assets held by the defendant.

ACTION

Direction to staff regarding collection of amounts owed on the Barsness project applications.



STAFF MEMORANDUM

SUBJECT:	Discussion Regarding Legal Services Request for Proposals
MEETING DATE:	June 14, 2018
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	Discussion and feedback.

COMMUNITY VISION:

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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

As per the City's Fiscal Policies approved in 2009, the Policy on Consultants states "...At least every 3 years, the City will evaluate the performance and cost of professional services received and determine if the City will renew a service Agreement with the Consultant or seek written proposals from service providers." Review of City Consultants is also in keeping the City's Community Oriented Local Government (COG) philosophy component – Performance Measurement, evaluating progress and establishing accountability for improving public services.

The City Council has evaluated its legal services on a periodic basis, based on the adopted Fiscal Policies. Those evaluations have found the services provided by the current City Attorney to be satisfactory or better with regards to performance and cost. However, the City has not sought proposals for legal services in at least 15 years. The City Council has determined that it is reasonable, appropriate and in the public's best interest to seek written proposals for engineering services at least every nine years, regardless of performance or cost. Therefore, the City Council has directed Staff to initiate a Request for Proposals (RFP) process for legal services as part of seeking RFPs for all of the City's core consulting services (engineering, legal, financial advisor, etc.).

DISCUSSION:

In developing the RFP, it is necessary for the City to define what it is seeking from its City Attorney. Developing consensus regarding the characteristics and scope of service provided the City Attorney (both firm and individual) will assist in developing an effective RFP and in evaluating proposals.

Defining the general scope of services provided by the City Attorney is key. It will help determine qualified firms and the selection criteria. For example, the breadth and depth of the firm will determine if separate specialized legal counsel will be required in certain topic areas.

In determining the services desired by the City Council, it is helpful to get a picture of the ongoing tasks and support that the current City Attorney and their Staff. In addition to the tasks that Councilmembers would generally attribute to the City Attorney and their Staff – attending City Council meetings; drafting Ordinances and Resolutions; advising on laws related to governing the City; preparing and reviewing municipal contracts; representing and defending the City in court or arbitration proceedings; and advising on planning and zoning matters – the City Attorney provides other support to City Staff such as reviewing parks and public works documents; code enforcement advice; employment law; and negotiation of union contracts. This does not cover everything the current City Attorney and their Staff do for the City – in keeping with current contract, they "perform any other work deemed appropriate by the City Council."

In addition to technical expertise, it is also important to determine the desired characteristics of the firm and their personnel serving the City. These can be items as varied as firm culture, the City Attorney's personality, management style, specific strengths of the City Attorney and level of professionalism.

Staff has provided a number of questions below to serve as a starting point for Council discussion. Feedback from these and other questions will help staff with developing the RFP and the evaluation of proposals.

On the firm:

- Should the firm provide basic legal services?
- Should the firm provide other services that are desirable? What would they be?
- Importance of municipal experience? How much?
- Firm capacity or “bandwidth”?
- Importance of “backup” City Attorney?

On the legal staff:

- Years of experience? How much of that is municipal?
- Is litigation experience important? How much?
- Level of assertiveness?
- Communication style?
- Importance of ability to work with and connect with – public, small groups, large groups?
- Importance of ability to present – to public, small groups, large groups?
- Importance of ability to communicate in written form (memos, etc.)?

Again, from these and other questions will help staff with developing the RFP and the evaluation of proposals. Staff looks forward to receiving your thoughts on these questions, plus any additional direction in the preparation of this RFP for Legal Services that you would like to offer.

Lastly, staff will be seeking up to two Councilmembers to serve as part of a selection committee.



STAFF MEMORANDUM

SUBJECT:	Monthly Public Works Report – May 2018
MEETING DATE:	June 14, 2018
PREPARED BY:	Corey Schweich, Public Works Superintendent
REQUESTED ACTION:	Information Only

COMMUNITY VISION:

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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 May.

DISCUSSION:

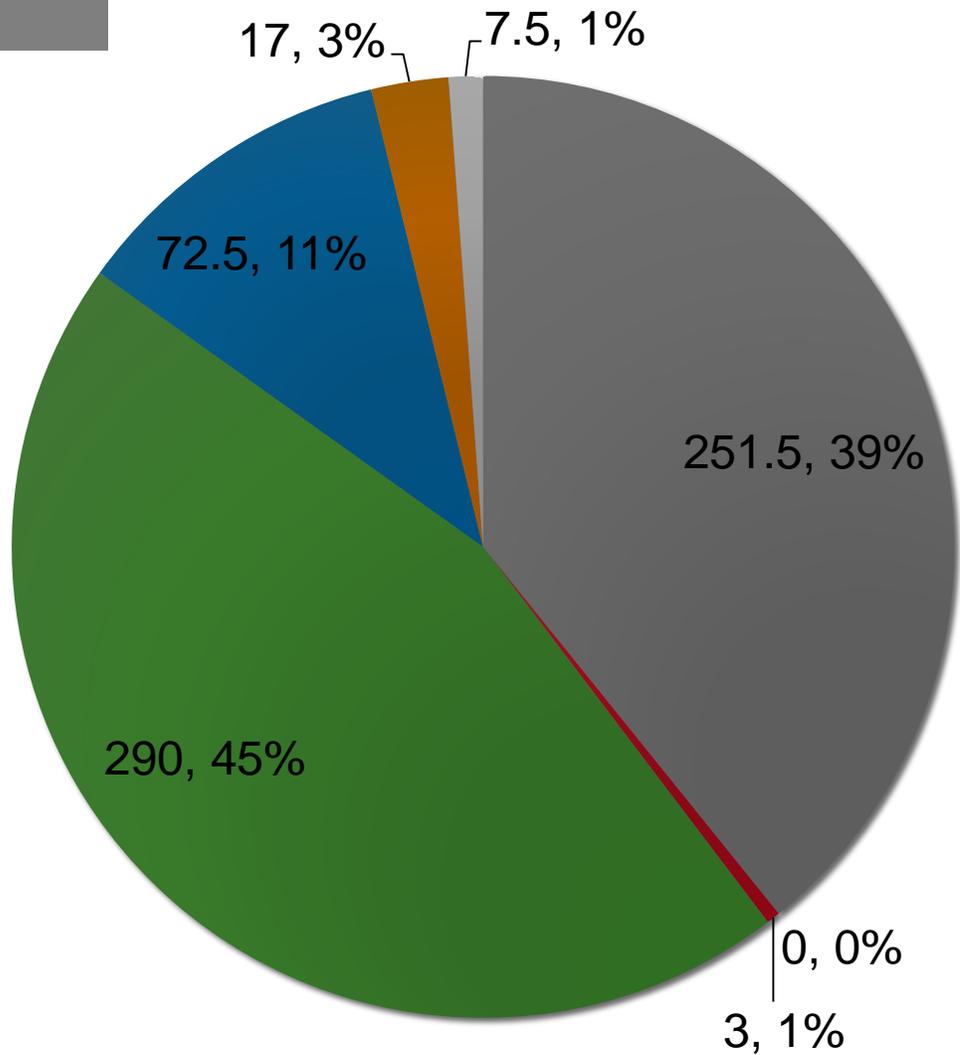
- Staff has started to remove all of the snow and ice control gear from all of the trucks and equipment. Staff will inspect and make repairs to the equipment as time permits throughout the summer.
- Staff has restored all of the turf that was damaged during snow and ice control operations.
- Staff opened up the shelter and the skate park at Wagner Park.
- The Department repaired the street where the water main break occurred on St Mary Street.
- The Department will be short staffed until the seasonal maintenance position is filled, but should still be able to maintain the same level of service for the time being. The City had received three applications for this position. Superintendent Schweich and Administrator Terry interviewed two candidates. Historically the Department has used seasonal employees as an extension of full time staff, essentially doing most of the same tasks. As a result of the small applicant pool and skill set, Staff made a decision to hire an individual that would only work part time a few days a week mowing and trimming. The hours can be flexible, depending on the weather, and the individual can work later in the season than someone that is a student. This will allow full time Staff to be freed up from mowing, but will not allow the Department to do more projects, as we will still be shorthanded. Staff will continue to do to as much as possible with the current resources.
- As previously reported, Staff continues to look into making adjustments within the Capital Outlay Budget to increase the value to the taxpayer. For the Public Works Department, the Capital Outlay Budget is a tool that is used to obtain and replace equipment, as needed. The City has done an excellent job over the years obtaining quality used equipment, and will endeavor to do so for the foreseeable future. However, this presents some challenges (reliability, estimating maintenance demands/cost, estimating lifespan, availability of the right piece of used equipment or equipment in acceptable condition on the market, etc.). At some point in time, it will be more beneficial to purchase all the equipment new, but the City is not there yet.
- The contractor has completed the crack filling on streets that were scheduled to be done this season. As previously reported, the City annually enters into a JPA through the City of Burnsville. As a result of the large quantities throughout the JPA, the unit price is significantly lower than it would be if the City contracted the work separately.
- Gravel roads have been graded, and Staff will have dust control applied next month.
- Staff patched some potholes that had shown up at various locations throughout the community.
- Spring hydrant flushing has been completed, and Staff has made repairs to hydrants that were not operating properly.
- Staff repaired and rebuilt a couple catch basins that had sinkholes around them.
- Staff applied fertilizer to all of the parks and grounds. Roughly a week after the fertilizer was applied, Staff applied herbicide (weed killer) to the same locations. Staff has started to spray roundup around signs and fences, and will finish up in early June.

- Some of the Public Works Staff attended a mock windstorm exercise that was put on by the County. Staff said it was a good experience and thought it would be helpful if there ever was a significant windstorm in the community.
- Staff prepared all of the baseball fields for the season, and will continue to maintain them throughout the season.
- Mowing and trimming is in full swing for the season.
- Staff cleaned out the reclaim tank at the water treatment facility with the vac truck. This is completed yearly to remove the sludge from the bottom of the tank.

PUBLIC WORKS Combined Time By Department

May 2018

Total Hours:
641.5



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

Photo Album



BY COREY SCHWEICH









STAFF MEMORANDUM

SUBJECT: Monthly Police Activity – May 2018
MEETING DATE: June 14, 2018
PREPARED BY: Steve Mortenson, Chief of Police
REQUESTED ACTION: Information Only.

COMMUNITY VISION:

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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:

May 10th – Staff hosted the monthly Scott County Chief’s Association meeting at city hall. Officer Craig Bell also attended the meeting.

May 17th – The annual Eagle View Elementary student winners of the “Ride Home with a Cop” received their ride home from school from Officer Josh Gareis. Winners were chosen at the annual Eagle View Family Fun Night held in February. The Rossini boys had a great time riding home with Officer Josh. See photographs.

May 20th – The Crossroads Church congregation recognized the Elko New Market Police Department at their Sunday service during National Police Week. Officer John Machaby accepted the certificate of appreciation presented to the police department. Officer John also provided tours of the squad and handed out badge stickers. See photograph.

May 21st – Chief Mortenson presented bicycle safety to Eagle View Elementary students during the SOAR assembly.

May 21st – Officer Josh Gareis presented a tour of the police department and squad car to a local girl scout troop.

May 23rd & 24th – Officer Josh Gareis attended a MN BCA supervisory class, “Supervisor Survival.” This is the first of six classes that Josh will attend to receive certification in Front Line Supervisor instruction taught by the MN BCA. This first course instructed mainly on disciplinary issues in which attendees worked through several different discipline scenarios.

May 31st – Officers Craig Bell & Josh Gareis conducted first round interviews on the next 10 candidates. Three candidates were selected to move onto the second round interview to be held on June 15th. Staff will keep the city council updated throughout the hiring process.

Attachments:

- Photographs

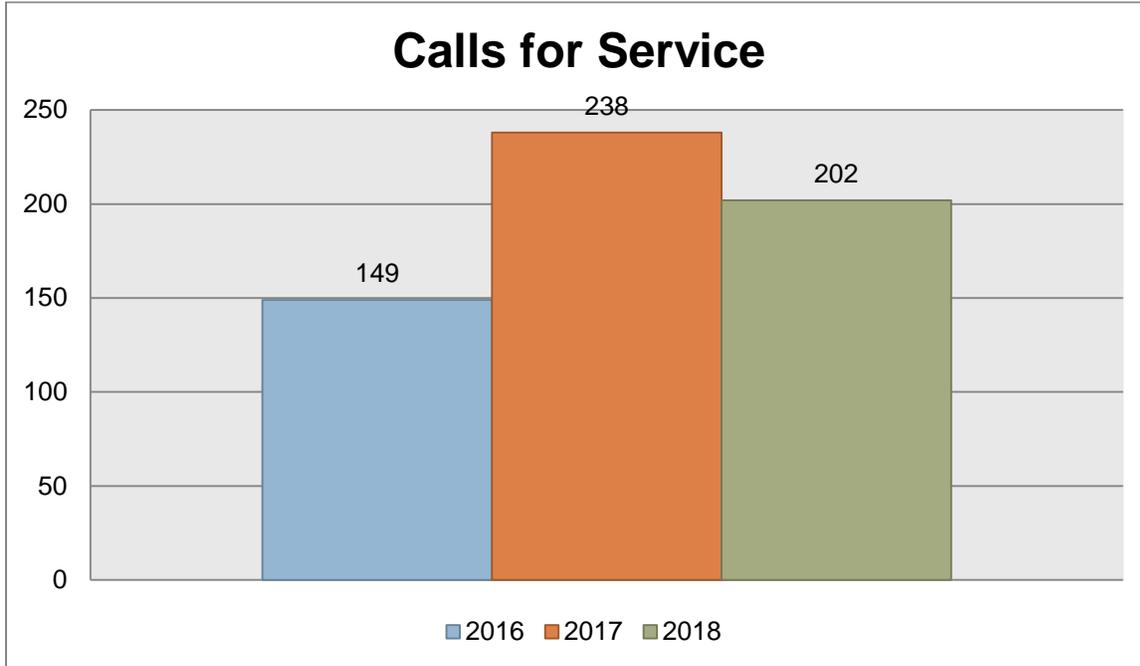
STATISTICAL INFORMATION – MAY 2018

Types of calls officers responded to:

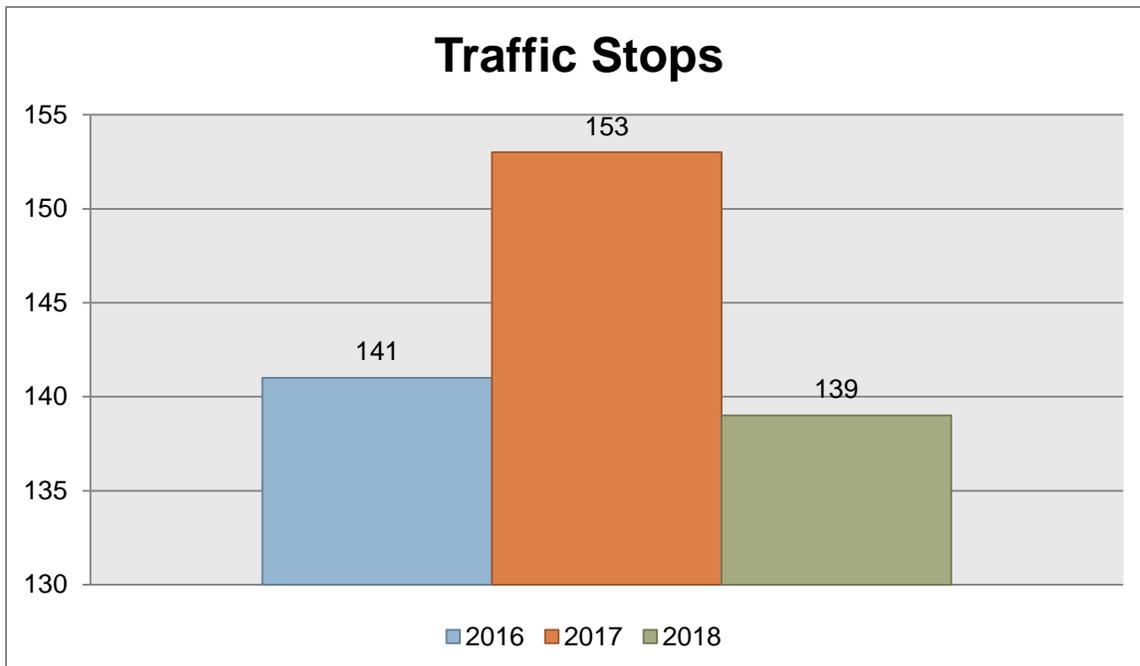
- 1 Warrant Arrest (an adult male was arrested for a Scott County misdemeanor warrant after being stopped for a traffic violation. The male's driving status was suspended and cited for this offense.)
- 2 Drug Arrest (as a result of a traffic stop, speeding, an adult male was arrested for the possession of marijuana, 201 grams of marijuana was located in the vehicle, felony level amount. In the other case, a juvenile male was found to be in possession of a small amount of marijuana while at Wagner Park.)
- 2 Mental Health (officers responded to mental health calls and in both cases placed the person on a 72 hour Health & Safety hold. Cases involved an adult male and an adult female.)
- 2 Domestic (verbal only, no assault.)
- 2 Disturbances (In one incident, officer attempted to stop two adults that were driving a golf cart behind businesses late at night. Both fled from the officer. An adult female was caught and cited for fleeing from police other than from a motor vehicle.)
- 7 Medicals
- 3 Fraud
- 3 Theft
- 3 Harassing Communications
- 3 Vandalism
- 2 Alarms (both false.)
- 3 Juvenile Complaints
- 4 Nuisance/Noise Complaints
- 15 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 May.

Calls for Service:

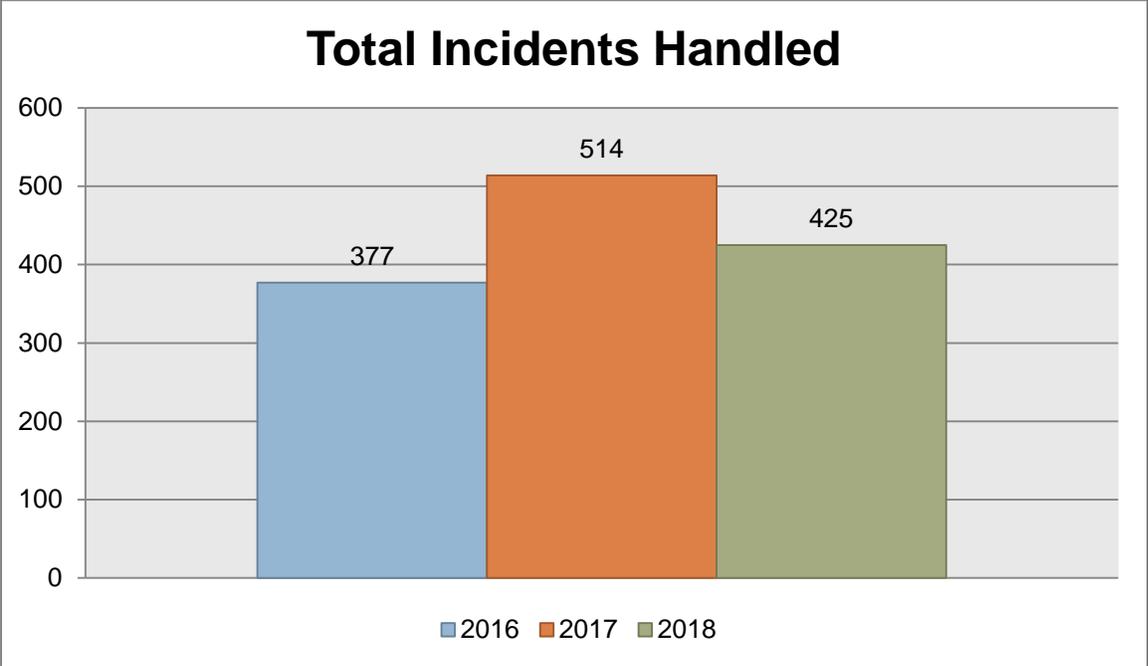


Total Traffic Stops:



139 traffic stops were conducted in May 2018. **105** warnings issued and **34** citations issued for speed, stop sign violation, no proof of insurance/no insurance, no seat belt use, and driving after suspension & revocation.

Total Incidents Handled:



PICTURES – MAY 2018











MINUTES
CITY OF ELKO NEW MARKET
PLANNING COMMISSION MEETING
April 24, 2018
7:00 PM

1. CALL TO ORDER

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

Commission members present: Thompson, Kruckman, Smith, Vetter, Hartzler and Ex-officio member Anderson

Members absent and excused: None

Staff Present: Community Development Specialist Christianson and City Engineer Revering

2. PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF AGENDA

A motion was made by Kruckman and seconded by Vetter to approve the agenda as written. Vote for: Thompson, Kruckman, Smith, Vetter and Hartzler. Against: None. Abstained: None. Motion carried: (5-0).

4. PUBLIC COMMENT

There were no public comments.

5. ANNOUNCEMENTS

There were no announcements.

6. APPROVAL OF MINUTES

A motion was made by Hartzler and seconded by Smith to approve the minutes of the April 24, 2018 Planning Commission meeting as written. Vote for: Thompson, Kruckman, Smith, Vetter and Hartzler. Against: None. Abstained: None. Motion carried: (5-0).

7. PUBLIC HEARINGS

A. Draft Amendment to Zoning Ordinance – Commercial Vehicle Definition

Chairman Thompson asked Community Development Specialist Renee Christianson to present her memorandum dated May 29, 2018 related to the draft Zoning Ordinance amendment for Commercial Vehicle definitions. Christianson explained that the topic originated with a request from Marek Towing to allow certain tow trucks in residential zoning districts. Following significant discussion on the matter, the Commission directed staff to draft an amendment for consideration that would simplify the definition of Class I

and Class II Commercial Vehicles, to reference gross vehicle weight rating and size rather than by vehicle type.

Christianson noted that a number of other community's codes were researched and most cities regulated the parking of commercial vehicles in residential zoning districts. Commercial vehicles were commonly defined by tonnage, gross vehicle weight rating, or by size (length and height). Christianson reviewed the definition of gross vehicle weight rating (GVWR). Following Christianson's presentation, a public hearing was opened at 7:09 p.m. The following comments were received during the public hearing:

- Dennis Green, 51 West Louis Street, Elko New Market. Christianson read allowed a letter submitted by Mr. Green who was unable to attend the meeting but submitted comments for inclusion in the record. Mr. Green noted the following concerns with parking large commercial vehicles (tow trucks specifically) in residential districts:
 - Come and go at all hours of the day and night
 - Have audible alert while backing up
 - Disruptive to residents and impacts quality of life
 - Parking commercial vehicles in streets causes concerns for emergency vehicle access to neighborhoods
 - Decrease residential property values

- Gene Meger, 41 West Louis Street, Elko New Market. Mr. Meger addressed the Commission, presenting a photograph of an 18,000 GVWR vehicle parked at a residential property, and stating the following concerns regarding parking of commercial vehicles in residential districts (specifically tow trucks):
 - 18,000 GVWR vehicles are too large to be parked in a residential areas
 - Large vehicles in residential districts cause a public safety hazard
 - Commercial vehicles belong in commercial zoning districts
 - Keep residential zoning districts for residential uses
 - Large trucks are hazardous on narrow streets with no sidewalks
 - Parking of tow trucks is an extension of a towing business
 - City staff survey of surrounding communities shows commercial vehicles not allowed in residential districts have average of 10,000 GVWR and 22' length
 - Other communities do not allow tow trucks in residential districts and make it work

It was moved by Hartzler, seconded by Vetter to close the public hearing at 7:20 p.m.

The Planning Commission held significant discussion on the matter. Commissioner Hartzler stated that he felt the proposed amendment to the definition of commercial vehicles is really just a decision about tow trucks, and whether tow trucks should be allowed in residential districts. Staff was asked to display various types of vehicle specifications (GVWR, length, height) during the meeting, including transit vans and various sized pickup trucks.

Chairman Thompson introduced and asked for a roll call vote on the following question: "Does the Commission recommend changing the current definition of commercial vehicles

to reference size and weight rather than vehicle type?" Vote for: Kruckman, Smith, Hartzler. Against: Thompson, Vetter. Abstain: none. Motion carried: (3-2).

Chairman Thompson introduced and called for a roll call vote on a motion to recommend to the City Council an amendment to the definition of commercial vehicles as follows:

Class I: Vehicles which exceed any of the following:

A gross vehicle weight rating (GVWR) of eighteen thousand (18,000) pounds
A height of nine (9) feet
A length of twenty-four (24) feet

Class II. All vehicles other than Class I commercial vehicles and which do not exceed any of the following:

A gross vehicle weight rating (GVWR) of eighteen thousand (18,000) pounds
A height of nine (9) feet
A length of twenty-four (24) feet

Vote for: Kruckman, Hartzler. Vote against: Thompson, Smith, Vetter. Abstain: None. **Motion failed** (2-3).

Following further discussion, Commission Smith made a motion, seconded by Thompson, to recommend to the City Council an amendment to the definition of commercial vehicles as follows:

Class I: Vehicles which exceed any of the following:

A gross vehicle weight rating (GVWR) of fourteen thousand (14,000) pounds
A height of nine feet six inches (9'6")
A length of twenty-two feet and six inches (22'6")

Class II. All vehicles other than Class I commercial vehicles and which do not exceed any of the following:

A gross vehicle weight rating (GVWR) of fourteen thousand (14,000) pounds
A height of nine feet six inches (9'6")
A length of twenty-two feet and six inches (22'6")

Vote for: Thompson, Smith, Vetter, Hartzler. Vote against: Kruckman. Abstain: None. Motion carried: (4-1).

8. GENERAL BUSINESS

A. Discussion Regarding Rezoning of 580 Paul Street Property – Bernie Mahowald

Chairman Thompson asked Community Development Specialist Renee Christianson to present her memorandum dated May 29, 2018. Christianson explained that Bernie

Mahowald owns the property located at 580 Paul Street which is a vacant 3.13 acre property near the downtown area. The property is currently zoned R3, medium density residential which conflicts with the current Comprehensive Plan which guides the property to low density residential. Mr. Mahowald has inquired about whether the City is open to the open to either medium or low density residential development on the property. The property is currently listed for sale and he is concerned with how to market the property.

Christianson further noted that the Draft 204 Comprehensive Plan guides the property to medium density residential, which is a change from the 2030 Comprehensive Plan. After discussion, the Commission indicated that at this time they are open to either low or medium density development of the property, and further noted that any zoning or development efforts should be coordinated with the adjacent (Tuma) property.

B. Review of Sylvester Meadows – Bernie Mahowald, Applicant

Community Development Specialist Christianson presented the Commission with an overview of a conceptual development plan for the Sylvester Meadows plat which showed nine residential lots which are believed to meet the R-1 zoning district requirements.

Christianson stated that water service can be provided from Aaron Dr and some type of lift station will be needed for sanitary sewer service. She noted that a stormwater management plan will need to be submitted, and a wetland delineation and tree inventory will be required. Also noted was that the street right-of-way is proposed at 50' in width which does not meet the current requirement, but that the right-of-way width has already been established at the connection to Aaron Drive.

Christianson stated that the current Park and Trail Plan indicates a trail corridor on the south side of the proposed lots, and the City's Parks Commission will need to make a recommendation regarding the park land dedication and the trail corridor. Christianson also noted that the wetland boundary is not currently known and there will be a requirement for a vegetative wetland buffer.

The Commission indicated that they are in support of the development, the proposed R-1 zoning of the property (noting that lot sizes should meet the minimum standards for the R-1 zoning district) and the proposed 50' right-of-way width.

C. Review of Dakota Acres 1st Addition

Community Development Specialist Christianson informed the Commission that an application for rezoning, preliminary and final plat approval of Dakota Acres 1st Addition had been received. The application has initially been determined to be incomplete but staff expects that the item may be scheduled on the June or July Planning Commission agenda. Christianson stated that she wanted to make the Commission aware of the proposed development which contains 28 proposed townhome units.

The Commission asked if they could view sample building elevations for the project, which Christianson displayed. The Commission discussed the original requirement that Oriole Street connection to James Parkway be closed / removed. Christianson stated that the

developer has indicated they will request that the Oriole Street access to James Parkway remain open. City Engineer Rich Revering, who was present at the meeting, stated that his recommendation to close the Oriole Street access will remain. There was a consensus of the Commission that the Oriole Street access be closed upon platting of Dakota Acres 1st Addition.

9. MISCELLANEOUS

A. Expectations for Boards & Commissions

Community Development Specialist Christianson informed the Planning Commission that the City Council has recently reviewed the expectations for Boards and Commissions. One recommended change that would affect Planning Commissioners would be an educational requirement that would require a Commissioner to participate in a minimum of one training session every two year.

B. Education Opportunities for Planning Commissioners

Christianson informed the Commission that Government Training Services now offers two of their classes virtually. The American Planning Association also offers a number of on-line classes which can be completed individually or in a group setting, and the League of Minnesota Cities offers two on-line courses relating to land use. The Commission indicated that they are more interested in on-line and virtual classes than attending classroom sessions, and that they would be interested in viewing in a group setting with Elko New Market Planning Commission members.

C. Adelman Property Marketing Video

Community Development Specialist Christianson displayed a marketing video for the Adelman family properties which was created by Appro Development and ISG.

D. City Staff / Consultant Business Updates

Community Development Specialist Christianson provided updates on various City properties and projects. Specific discussion took place regarding the following projects:

- Offer recieved on City owned property
- Marty Deutch property on MLS
- Pete's Hill Park
- Inquiry from National Builder
- Park I-35 lead

E. Planning Commission Questions & Comments

The Commission inquired about solar panels that had been installed in a house located on Todd Street and whether or not a permit had been issued. Staff to investigate.

10. ADJOURNMENT

A motion was made by Hartzler and seconded by Smith to adjourn the meeting at 8:59 p.m.
Vote for: Thompson, Kruckman, Smith and Vetter and Hartzler. Against: None.
Abstained: None. Motion carried: (5-0).

Submitted by:



Renee Christianson
Community Development Specialist

DRAFT



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: JUNE 8, 2018

Background / History

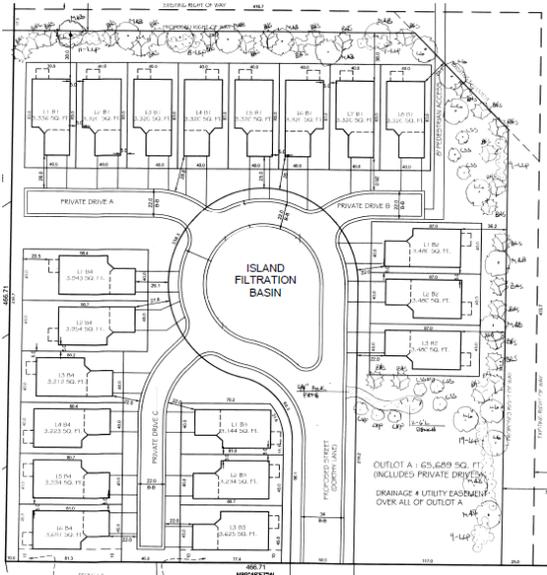
The purpose of this memo is to provide updates regarding miscellaneous projects and activities being worked on by Community Development staff. Below is a summary of projects that are currently being worked on, inquiries received, and miscellaneous information:

Barsness 1st Addn – On May 24, 2018 the City Council denied the application for PUD and Preliminary Plat approval of Barsness 1st Addition. The application was denied because the applicant, Warren Barsness, no longer has ownership interest in the property and therefore, the application was no longer valid. The new ownership group indicated that they were unwilling to sign the application that was under consideration. At the time of the denial, there continued to be unresolved issues concerning access design, building design and landscaping.



Boulder Pointe 7th Addition On April 26, 2018 the City Council approved the rezoning, preliminary and final plat of Boulder Pointe 7th Addition, a residential subdivision located along Oxford Lane that will contain 11 single-family residential lots, and 8 detached residential townhome lots. The owner / developer is Bjorn Vogen. The development contract has been signed and the plat is in the process of being recorded. The plat is expected to be recorded with Scott County by 6/15/18, at which time the City can issue building permits in the development.



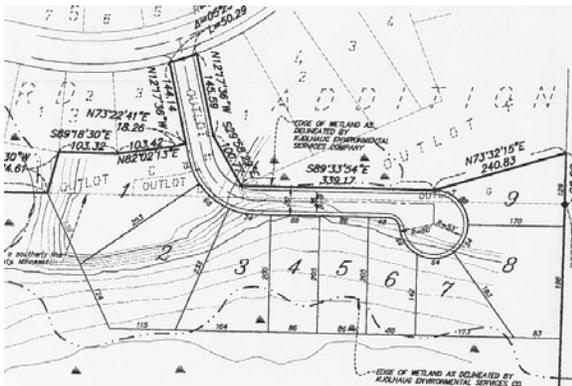


Christmas Pines – The City Council approved the application for final plat approval of Christmas Pines on April 26th. This is a residential detached townhome subdivision containing 20 lots. The developer continues to evaluate the financial viability of the project before starting construction. The owner / developer is Onsite Marketing. The plat and development contract need to be signed by the developer; the project has been fully approved by the City.

Komo Builders / Lanie Estates – Staff has been working with Kevin Komorouski of Komo Construction regarding the proposed residential development of ten acres on the west side of the City (diagram to right). Mr. Komorouski and his engineer attended a City Development Review Team meeting on in May to receive preliminary comment regarding the development. Mr. Komorouski has indicated that he will revise the concept plan and submit to the City for review, along with a petition for annexation of the property.



Aaron Khai Le Property – City staff has had limited discussions with the property owner who is interested in developing this 35-acre residential property located at the northwest quadrant of James Parkway and Dakota Avenue. Staff met with the owner this spring to review a concept development, at which time the property owner indicated that he would be making revisions to the plan and re-submitting for City review. Revised plans have not been submitted at this point and City staff is unclear of the current plans / schedule. The property owner has asked if the City would consider constructing public improvements within the project using a MN Stat. 429 assessment procedure. The property is adjacent to the City limits and will require annexation from New Market Township to the City prior to development.



Sylvester Meadows – The City’s Planning Commission provided preliminary comment regarding Sylvester Meadows, a proposed nine-lot residential subdivision proposed by Bernie Mahowald located on the south side of Aaron Drive. The Planning Commission reviewed the proposal on May 29, 2018. Timing of the proposed development application is unknown.

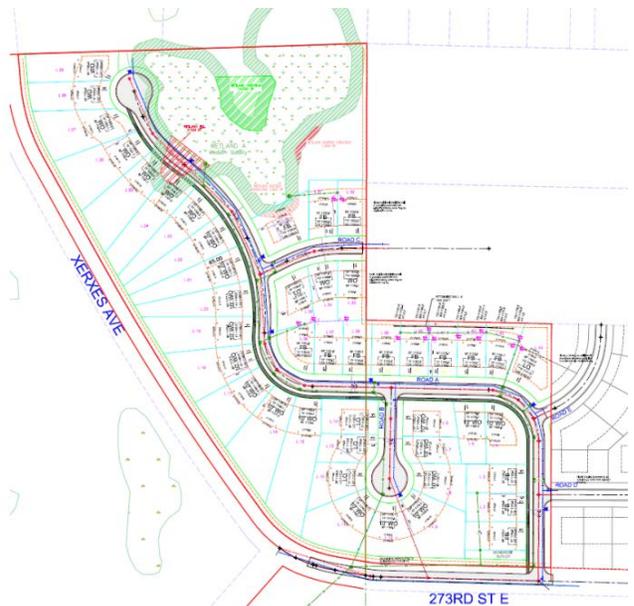
Pheasant Hills – This potential residential development had received PUD and preliminary plat approval prior to the recession but never completed. Staff has met multiple times with the current property owner, who has indicated he is pursuing development of the property. The current owner is redesigning the subdivision to create more lots than had been planned for pre-recession. Staff spoke with the owner on June 8, 2018, at which time he indicated an engineering company is developing plans and construction cost estimates for the project to determine feasibility.



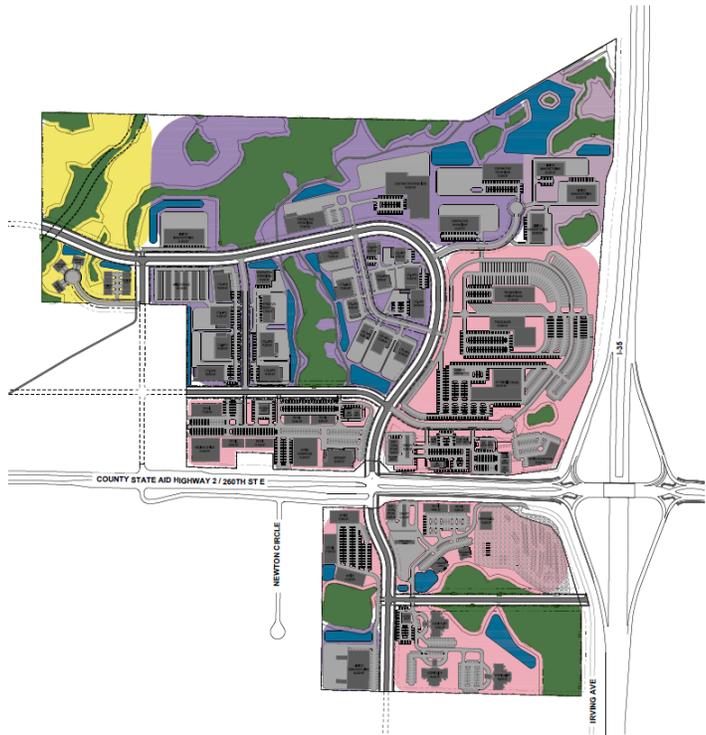
R & F Properties Property – Staff met twice over the last month with an engineer exploring development opportunities for the western portion of the R & F Properties property. A conceptual residential development was submitted for preliminary comment. A significant amount of wetlands on the property make the property difficult to develop.

Pete’s Hill Park – In June, 2018 City staff corresponded with the property owner representative for this potential residential development project containing 46 potential single family residential lots and located immediately south of Pete’s Hill Park. He indicated that a potential developer is currently evaluating the property to determine if they are interested in purchasing the property for development.

The current owner also directed City staff to continue marketing the property by sharing their concept engineering plans with interested developers. The project requires annexation of property from New Market Township.



Adelmann Property – City staff has been working with the Adelmann family to develop a preferred concept development plan for their 242 acre property currently located in New Market Township along Co Rd 2, and west of I-35. This current project to develop concept plans for the property is a result of a 2017 Scott County CDA grant provided to the City. The Adelmanns submitted a concept development plan to the Planning Commission on April 24th and it will be presented to the City Council on June 28th. Impressive marking materials have been prepared and a wonderful marketing video has been prepared which can be viewed at <https://www.youtube.com/watch?v=qxcA3IAc088&feature=youtu.be>. Having a concept development plan will help them market the property more effectively.



A second 2018 grant has also been awarded to the City which allows completion of an AUAR, wetland inventory and tree inventory on the properties.

Dakota Acres / City Owned Property - The City owns a 3.1 acre parcel to the west of the property that had been slated for townhome development prior to the recession. The property can reasonably be used for medium or high density residential development. The City has received an offer to purchase the property, which will be considered by the City Council at their June 14th meeting. The intended use of the property is a 56-unit apartment development (three separate buildings). Below is a rendering of a proposed sixteen-unit building.



Dakota Acres / Syndicated Properties – On May 15th the City issued building permits to construct 13 townhome units in Dakota Acres. Construction is expected to take approximately four months. A small groundbreaking was held on site to celebrate the project. All units contain three bedrooms and are expected to be rental units.



Dakota Acres 1st Addition – The City has received an application for rezoning, preliminary and final plat approval of Dakota Acres 1st Addition, a townhome development containing 28 units. The application is expected to be reviewed by the Planning Commission on June 26th, 2018.

New Market Bank – The bank officially opened in their new location on Monday, May 7th. A grand opening was held for the New Market Bank on Thursday, May 31, 2018. Many City staff and council members attended the event.



Building Permits – The City issued permits for three single family homes, and thirteen townhome units in May, 2018.

Ordinance Updates – Introduced to the Planning Commission on March 24th was a discussion regarding reducing the minimum residential lot size requirements. The discussion will be ongoing throughout the summer of 2018. The Planning Commission recommended to the City Council that the definition of commercial vehicles be amended; the Council will consider the amendment on June 14, 2018. The City Clerk is doing research regarding the regulation of food trucks which will be presented to the City Council at a future date.

Roundabout Project – The initial evaluation of the Co Rd 2 & 91 roundabout has been complete and the final report regarding this phase of the project will be presented to the City Council on 6/28/18. The initial phases identified components to be included in the final engineering design of the project, which is currently scheduled for construction in 2020, pending final approval by the City Council.

Industrial Lead – The City is not working on any active leads for Park I-35 at this time. Staff has received some phone calls asking high level information about the site and allowable uses in recent weeks.



ENM Parks Commission Update

May 30, 2018

1. The City Council approved a budget of \$171,234.00 for the Parks Department for 2018. Through April 30, 2018, expenditures total \$38,162.96, or about 22.3%, of the total budgeted. We are well under the 33% guideline for the first 4 months of 2018.
2. Thanks to Chair Sutton and Commissioner Zahratka for attending the ribbon cutting for the Pete's Hill "Outlook" on May 10th. It went very well and the SMSC was so impressed with the work that they may decide to do the grant program for trails in Scott county communities again.
3. The Rowena Pond Park RePurposing Master Plan is now underway! With the approval of relocating the playground equipment by the Commission on March 20th, Midwest Playscapes is looking to do the work in June, but no set date is currently scheduled. Once scheduled, it'll take 2 days to complete the work.
4. It is also time to refresh the engineered wood fiber for all the City playgrounds! I have notified the low bidder, Flagship Recreation, that their bid for 100 CY was the lowest at \$2,107.43. The wood fiber was delivered on Friday, May 4th to the Public Works Building. Most of it will be used in conjunction with the relocation of the Rowena Pond playground equipment in June.
5. The Skatepark is now open! It opened on Tuesday, May 15th and will be open during regular park hours. I've received one complaint from Mr. Luxmore about the noise and after hour skating, which I'm addressing with the help of the Police Department.
6. To date, we have been unable to sell the current SkatePark equipment, so we've lowered the price from \$2,750 to \$1,500, which would include removal. If we are unable to sell it, then it will be sold for scrap metal value.
7. The first installment for the SkatePark equipment was made in January - \$22,181.33. The equipment is now being manufactured and is tentatively set for installation the Week of June 4th.
8. 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 this Spring. The Eagle Scout that I thought would take on this project has decided not to, so the Little Free Libraries will be put as the Public Works Department gets time to do it.

9. Hand dryers were 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 has installed the hand dryers and will remove the towel holders and soap dispensers when they get time.
10. Speaking of Summer, all the programs offered in Elko New Market by Lakeville Community Ed and New Prague Community Ed are on the City’s website under the Events Tab...there are a total of 54 and there’s something to do for any age! Thanks to Stephanie for getting them online!
11. The first Family Archery program of the Summer was held Saturday, May 19th at Windrose Park with a full class of 12 participants. Thanks to the PW Department for their help in setting up/taking down the equipment!
12. Once again, it’s “Budget season”. I will be meeting with the City Administrator and Accountant on Friday, June 1st on the Preliminary Budget for the Parks Department. I will have an update for you at our June 12th Parks Commission Meeting.
13. I have purchased 3 new A-Frame Displays to use for announcing our Summer Programs. They will be placed along CSAH 2 the week of each event in hopes of increasing attendance. They will also be used by the CCEC for their events, too.
14. The Elko Baseball Team request for a fence that would surround Old Elko City Hall Park. The City Council approved the concept of movable gates that will only be closed during ballgames and approved an Encroachment Agreement, which legally addresses the design, installation and maintenance of the fence, at the April 12th City Council Meeting. The Team has now provided the City Attorney with the proper deed indicating their ownership, so now the Agreement can be signed by both parties and the project can move forward once the reimbursement for the city Attorney’s expenses is received.
15. 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 will be in touch with MVEC on the installation of the light.

16. The City...and the Parks Commission...have a new park! Boulder Heights, Outlot A, was officially transferred to the City for park purposes on 12/27/17. It is expected that the trails surrounding the wetland area will be constructed sometime this Fall. As the time gets closer, we'll talk more about a name for the park, a possible schedule for improvements, and expected Park Dedication fees from the subdivision to build it.
17. I met with Soccer Coordinator, Melissa Sulich, on the upcoming Fall program at EagleView Elementary School. As in the past, the Public Works Department will be mowing and lining the 10 soccer fields. The season will get underway on July 31st and will run on Tuesday and Thursday nights from 6:15 to 8:15 through September 6th with Annual Soccer Jamboree on Saturday, August 18th. Our new Soccer Coordinator for the Summer will be Aga Franek, who will be the City's contact for the program.
18. I met with Michelle Moschkau after the April meeting to discuss her request for a bench along the CSAH 91 bike/hike trail for resting and watching the annual migration of trumpeter swans, and other birds, that stop on the pond. The best viewing is not on city-owned property, so I contacted the property owner, who is still considering it.
19. Also from the May meeting, I am following up on a request from resident Robert Satrom about the potential for a water fountain at Wagner Park. There was one there before, but it was vandalized several times, so was not replaced when the new Park Shelter went in. I am checking to see if one could be attached to the Shelter and on possible "stand alone" sites. I hope to have a further update at the June Meeting.
20. At the Project Staff Meeting on May 22nd, the KOMO Heights subdivision plan was discussed. I indicated that the Parks Commission would like to see an access to Rowena Pond, so that a trail could be built around it. There are topography problems (steep slope) that may make it costly to construct a paved trail that would be handicapped accessible. This is likely to be on our June 12th Agenda.
21. Also on the June 12th Agenda will be a recommendation to the Planning Commission on the Sylvester Meadows Concept Plan, which is a 10 SF home development in The Farm off of Aaron Road. The main focus will be on the planned trail that runs south of property.
22. Summer Family Fun Nights at the Wagner Park Shelter are now set! Marketing has already started on the City's website, so take a look and those Commissioners with access to neighborhood Facebook pages can

help by posting it. Thanks to the Eagle View PTO for sponsoring the June 28th event with Inflatable Waterslides, movie and safety demo by the Police Department...popcorn, too! Also, to Commissioner Zahratka, who is sponsoring the Como Zoo event on August 2nd! Special thanks to Stephanie, who always does a great job with the graphics and advertising for the events...and, last, but not least, to Jessica Davidson from New Prague Community Ed for hosting these events!

23. Also on the June Meeting Agenda will be a proposal for a Disc Golf Course at Windrose Park. On Monday, May 14th, representatives from Leiviska Golf design and me toured Pete's Hill, Windrose Park, and Wagner Park as possible sites for a 9-hole course with Windrose Park being the best place for it. As noted previously, I expect the cost to be in the range of \$8,000 to \$10,000.
24. As you know, the Twins Clinic was in town on Saturday, May 26th at Fredrickson Field! The times were 10 AM to 11:30 AM for 6 to 9 year old boys and girls – about 24 attendees - and 11:30 AM to 1 PM for 10 to 13 year old boys and girls – about 28 participants. The turnout was good considering the Memorial Day Weekend! The Parks Commission provided water and coffee for the event...thanks go to Chair, Mike Sutton for helping out and making the event a success.
25. Another reminder that the next Parks Commission Meeting will be on Tuesday, June 12, 2018 at 4:00 PM at ENM City Hall. It looks like a busy one!