

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

**5. Public Comment**

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

**6. Consent Agenda**

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

- a. Approve February 22, 2018 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Adopt Resolution 18-09 Approving Temporary Liquor License for St. Nicholas Church
- d. Adopt Resolution 18-10 Approving One Day Gambling Permit for St. Nicholas Church
- e. Approve Adelman Sub Grant Agreement
- f. Approve Lakeville awarding a contract to Midwest Safety Counselors, Inc. (MSC) to provide service to the Regional Safety Group

**7. Public Hearings**

**8. General Business**

- a. City Engineering Services

**9. Reports**

- a. Administration
- 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. Community Development Update
- g. Parks Department
  - i. Parks and Recreation Update
- h. Other Committee and Board Reports
  - i. Scott County Association for Leadership and Efficiency (SCALE)
  - ii. Minnesota Valley Transit Authority (MVTA)
  - iii. I35 Solutions Alliance
  - iv. Chamber of Commerce
    - City and Chamber Meeting Attendance
  - 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**

# City Council Business Meeting

## FEBRUARY 22, 2018

MINUTES

### 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 Timmerman

Members Absent: Councilmember Timmons

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

### 2) PLEDGE OF ALLEGIANCE

### 3) ADOPT/APPROVE AGENDA

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

### 4) PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS.

Accept Certificate from Safewise For Elko New Market Being Safest City In Minnesota

Mayor Crawford, on behalf of the City Council, accepted Certificate from Safewise, a residential security company, for Elko New Market Being Safest City in Minnesota.

### 5) PUBLIC COMMENT

None

### 6) CONSENT AGENDA

**MOTION** by Councilmember Berg, second Councilmember Julius to approve Consent Agenda as amended.

- a) Approve February 7, 2018 Minutes of the Special City Council Meeting
- b) Approve February 8, 2018 Minutes of the City Council Meeting
- c) Approve Payment of Claims and Electronic Transfer of Funds
- d) Approve Not Waiving the Monetary Limits on Municipal Tort Liability
- e) Approve Contract with Ideal Energies for Solar Power Project
- f) Approve 2018 – 2020 Fire and Rescue Services with Cedar Lake
- g) Adopt Ordinance No. 166 Amending the Definition of Residential Care Facilities –  
**Moved to General Business 8a**
- h) Authorize City Administrator to Hire Full-time Police Officer in 2018

**APIF, MOTION CARRIED**

### 7) PUBLIC HEARINGS

None

**8) GENERAL BUSINESS**

Adopt Ordinance No. 166 Amending the Definition of Residential Care Facilities

Councilmember Berg requested this item be pulled from Consent Agenda and placed under General Business. Administrator Terry noted that Councilmember Berg had requested an amendment to the draft ordinance being presented to reflect changes in reference to residential programs to be more consistent with State Statute. City Attorney Poehler has reviewed the request by Councilmember Berg and indicated there is no problem in amending the ordinance as requested. Councilmember Berg asked if the change in reference to residential programs will be changed in all sections of the ordinance and City Attorney Poehler stated she would make all required changes to Ordinance No. 166.

**MOTION** by Mayor Crawford, second by Councilmember Julius to adopt revised Ordinance No. 166 Amending the Definition of Residential Care Facilities. **APIF, MOTION CARRIED**

School Shootings

**REPORTS**

a) ADMINISTRATION

- In response to the recent school shooting, Administrator Terry updated the City Council on the following:
  - Administrator Terry indicated that he and at least one Councilmember have received calls from members of the public asking about a public discussion on the topic and if the City would take the lead. Terry advised the Council that:
  - The City does not own, nor is directly involved in school facility security.
  - School Resource Officers for the Lakeville and New Prague School Districts are provided by the Lakeville and New Prague Police Departments.
  - If an incident occurs at Eagle View Elementary School, the role of the Elko New Market Police Department would be as a responding agency.
  - Anyone receiving a request for a community discussion on the “active shooter” topic should refer the individual to the New Prague School District offices.
  - The Lakeville School District is considering holding a discussion on facility security.
  - The New Prague School Superintendent is scheduled to address the City Council at the April 12, 2018 Council Meeting.

b) PUBLIC WORKS

None

c) POLICE DEPARTMENT

None

d) FIRE DEPARTMENT

None

e) ENGINEERING

None

f) COMMUNITY DEVELOPMENT

Draft minutes from the February 1, 2018 Planning Commission Meeting and Development Updates were included in Council Packet.

g) PARKS DEPARTMENT

Parks Draft minutes from the February 13, 2018 Parks & Recreation Commission Meeting were included in Council Packet.

h) OTHER COMMITTEE AND BOARD REPORTS

i. SCALE

Mayor Crawford gave the Council an update on the last SCALE Meeting which included discussions on:

- Bonding for West Metro Medical Examiner's Office as current facility is undersized and outdated.
- Funding for residential care center.
- Removal of legislative Gag Order for Dan Patch line.

ii. MVTA

None

iii. I35 SOLUTIONS ALLIANCE

None

iv. CHAMBER OF COMMERCE

City and Chamber Meeting Attendance

Councilmember Julius gave a report to Council on the last Chamber Meeting. Councilmember Julius stated the Chamber Board members had positive things to say about Administrator Terry and Community Development Specialist Christianson attending their meetings and providing good updates. Councilmember Julius indicated he felt there are benefits in having Councilmembers with different perspectives also attend the meetings.

The Council, along with the City Administrator and Community Development Specialist, discussed attendance of Council and staff at Chamber Board meetings. Also discussed was communications with the Chamber, including a desire and strategies for improving communication.

v. REGIONAL COUNCIL OF MAYORS

Mayor Crawford updated the Council on the last Regional Council of Mayors Meeting which included discussion on facilities and right-of-ways for autonomous cars, great networking event with many corporations, Deed and Greater MSP attending the meeting.

vi. COMMUNITY AND CIVIC EVENTS COMMITTEE

City Clerk Green stated the CCEC is getting prepared for the upcoming Annual Egg Hunt on March 24, 2018.

vii. DOWNTOWN IMPROVEMENT COMMITTEE

Councilmember Julius stated there will be a Downtown Improvement Committee Meeting next week.

viii. 50 BY 30 COLLECTIVE IMPACT PROJECT – Mayor Crawford informed Council that 50 X 30 Dinners have been scheduled in March, April and May. Mayor Crawford suggested Councilmember Berg attend the Workforce Development Dinner.

1. Steering Committee – None
2. Transportation Committee – None
3. Housing Committee – None
4. Work Force Committee – None

**9) DISCUSSION BY COUNCIL**

Councilmember Berg informed the City Council of an article potentially coming out in the Star Tribune regarding sex offenders and group homes. Councilmember Berg further stated that Scott County is a leader in human services topics. Councilmember Berg felt the City of Elko New Market should be a leader in this area and wants the City of Elko New Market to be an example to other communities and not pass discriminatory ordinances.

**10) ADJOURNMENT**

**MOTION** by Councilmember Timmerman, second by Councilmember Julius to adjourn the meeting at 8:15 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by:

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Sandra Green, City Clerk



# STAFF MEMORANDUM

<b>SUBJECT:</b>	Presentation of Elko New Market Claims and Electronic Transfer of Funds
<b>MEETING DATE:</b>	March 8, 2018
<b>PREPARED BY:</b>	Lelia Leonhardt, Accountant
<b>REQUESTED ACTION:</b>	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©

March 2018

Name	Check Date	Check Amt	
<b><u>AUTO PAYS</u></b>			
Paid Chk# 005360E	XCEL ENERGY	3/5/2018	\$396.24 Streetlights
Paid Chk# 005361E	XCEL ENERGY	3/6/2018	\$5,249.38 601 Main Street
Paid Chk# 005362E	HEALTH EQUITY, INC.	1/12/2018	\$541.53 CB 175, JF 50, PH 40, SS 81.53
Paid Chk# 005363E	DAKOTA ELECTRIC	3/1/2018	\$127.67 Ptarmigan Drive Streetlights
Paid Chk# 005364E	MN DEPT OF REVENUE	1/9/2018	\$148.00 Q4 2017 Sales/Use Tax
Paid Chk# 005365E	PERA	1/11/2018	\$7,224.19
Paid Chk# 005366E	MN DEPT OF REVENUE	1/11/2018	\$2,020.52
Paid Chk# 005367E	INTERNAL REVENUE SERVICE	1/11/2018	\$9,883.38
Paid Chk# 005368E	MN DEPT OF REVENUE	1/12/2018	\$364.56
Paid Chk# 005369E	INTERNAL REVENUE SERVICE	1/12/2018	\$1,583.78
Paid Chk# 005370E	HEALTH EQUITY, INC.	1/2/2018	\$326.10 CB 100, SS 81.10, CS 125, MW 2
Paid Chk# 005371E	HEALTH EQUITY, INC.	1/25/2018	\$541.53 CB 175, JF 50, PH 40, SS 81.53
Paid Chk# 005372E	HEALTH EQUITY, INC.	1/1/2018	\$21,180.60 CITY ANNUAL CONTRIBUTION 2018
Paid Chk# 005373E	VOID	1/9/2018	\$0.00 VOID
Paid Chk# 005374E	VOID	1/9/2018	\$0.00 VOID
Paid Chk# 005375E	MN UNEMPLOYMENT	12/31/2017	\$1,595.65 QTR 4 UNEMPLOYMENT 2017
Paid Chk# 005376E	HEALTH EQUITY, INC.	2/6/2018	\$32.45 Monthly Health Equity Account
Paid Chk# 005377E	HEALTH PARTNERS	2/1/2018	\$11,584.00 Medical Insurance
Paid Chk# 005378E	PERA	2/22/2018	\$7,480.42 Vendor Liability
Paid Chk# 005379E	MN DEPT OF REVENUE	2/22/2018	\$2,003.07 Vendor Liability
Paid Chk# 005380E	INTERNAL REVENUE SERVICE	2/22/2018	\$9,469.08 Vendor Liability
Paid Chk# 005381E	HEALTH EQUITY, INC.	2/22/2018	\$591.53 H.S.A. Employee contribution
Paid Chk# 005382E	NEW MARKET STATE BANK	2/8/2018	\$15.00 FEB PAYROLL ACH FEE
Paid Chk# 005383E	NEW MARKET STATE BANK	2/22/2018	\$15.00 FEB PAYROLL ACH FEE
Paid Chk# 005384E	HEALTH EQUITY, INC.	2/23/2018	\$21,180.60 ANNUAL COMP PAYOUT TO H.S.A.
Paid Chk# 005385E	HEALTH PARTNERS	3/1/2018	\$11,584.00 MEDICAL INS
Paid Chk# 005386E	MN VALLEY ELECTRIC	2/22/2018	\$173.00 268X Xerxes Water Tower
Paid Chk# 005387E	MINNESOTA ENERGY	3/14/2018	\$381.95 26518 France Avenue
Paid Chk# 005388E	MINNESOTA ENERGY	3/14/2018	\$85.11 26518 France Avenue
Paid Chk# 005389E	MN VALLEY ELECTRIC	3/9/2018	\$28.13 City of Elko Park, Elko
Paid Chk# 005390E	MINNESOTA ENERGY	3/19/2018	\$21.07 408 Carter Street
Paid Chk# 005391E	MINNESOTA ENERGY	3/19/2018	\$60.26 359 James Parkway
Paid Chk# 005392E	MINNESOTA ENERGY	3/19/2018	\$318.33 110 J Roberts Way - Library
Paid Chk# 005393E	MINNESOTA ENERGY	3/14/2018	\$996.81 PW Facility - Gas Utilities
Paid Chk# 005394E	MINNESOTA ENERGY	3/14/2018	\$922.42 25499 Natchez Ave - WTP
Paid Chk# 005395E	SUN LIFE FINANCIAL	3/1/2018	\$1,017.14 Life Insurance
		<b>Total Checks</b>	<b>\$22,946.90</b>
 <b><u>PRE-PAID</u></b>			
Paid Chk# 038195	SCOTT COUNTY ATTORNEY	2/15/2018	\$4,092.77 Quarterly Pmt of Fines - Oct
Paid Chk# 038196	MARKET VILLAGE SR RESIDENCE	2/22/2018	\$1,173.52 MEDINA ELECTRIC - 50%
Paid Chk# 038197	PAYROLL	2/22/2018	\$69.26
Paid Chk# 038198	PAYROLL	2/22/2018	\$429.25
Paid Chk# 038199	PAYROLL	2/22/2018	\$1,207.87
Paid Chk# 038200	PAYROLL	2/22/2018	\$69.26
Paid Chk# 038201	MCFOA	2/21/2018	\$40.00 Lelia Leonhardt Dues
Paid Chk# 038202	DELTA DENTAL OF MINNESOTA	2/23/2018	\$824.15 Dental
Paid Chk# 038203	POP UP PARTY RENTAL	2/23/2018	\$579.80 2017 SUMMER ACTIVITIES
Paid Chk# 038207	BCA CJTE	3/8/2018	\$250.00 SUPERVISOR SURVIVAL REF#5719 J
		<b>Total Checks</b>	<b>\$8,485.88</b>
 <b><u>CHECK REGISTER</u></b>			
Paid Chk# 038204	ABOVE ALL GARAGE DOOR, LLC	3/8/2018	\$304.00 BUILDING MAINTENANCE
Paid Chk# 038205	ACE HARDWARE & PAINT	3/8/2018	\$67.95 PW - Small Tools
Paid Chk# 038206	ASPEN MILLS	3/8/2018	\$81.66 FD - NAME TAGS
Paid Chk# 038208	BOLTON & MENK	3/8/2018	\$25,092.00 T15.100717 WCA ANNUAL REPORTIN
Paid Chk# 038209	BOYER TRUCKS	3/8/2018	\$408.47 PW - Fleet Maint & Equip
Paid Chk# 038210	BURNET TITLE	3/8/2018	\$38.54 UB CREDIT BALANCE REFUND - 100

# CITY OF ELKO/NEW MARKET

## \*Check Summary Register©

March 2018

Name	Check Date	Check Amt
<b><u>CHECK REGISTER CONTINUED...</u></b>		
Paid Chk# 038211 BURO, GEOFF & CHERYL	3/8/2018	\$49.33 UB CREDIT BALANCE REFUND
Paid Chk# 038212 CAMPBELL KNUTSON	3/8/2018	\$8,738.42 I-35 UTILITY EXTENSION/JAN18
Paid Chk# 038213 CINTAS CORPORATION NO. 2	3/8/2018	\$8.90 UNIFORMS
Paid Chk# 038214 SCHULTE, DAVE	3/8/2018	\$345.00 WINTER PROGRAM @ LIBRARY
Paid Chk# 038215 FASTENAL COMPANY	3/8/2018	\$520.68 PW - SMALL TOOLS
Paid Chk# 038216 FORCE AMERICA DISTRIBUTING	3/8/2018	\$95.56 PW - Fleet Maint & Equip
Paid Chk# 038217 FRONTLINE PLUS FIRE &	3/8/2018	\$1,585.00 2017 ANNUAL WARNING SIGNS MAIN
Paid Chk# 038218 G&K SERVICES	3/8/2018	\$33.44 PW - Uniforms
Paid Chk# 038219 GREAT LAKES MANAGEMENT	3/8/2018	\$225.00 Library - Quarterly Mgmt Fee Q
Paid Chk# 038220 JEFFERSON FIRE & SAFETY,	3/8/2018	\$7,228.40 BLITZFIRE COMBO
Paid Chk# 038221 KELLEY FUELS, INC.	3/8/2018	\$2,712.29 PW - Fuel
Paid Chk# 038222 KINGDOM CLEANING	3/8/2018	\$840.00 Police Station - FEB 18
Paid Chk# 038223 LEAGUE OF MN CITIES	3/8/2018	\$100.00 2018 SAFETY & LOSS CONTROL
Paid Chk# 038224 MAD SCIENCE OF MINNESOTA	3/8/2018	\$325.00 PHANTASTIC PHYSICS 2/8/18
Paid Chk# 038225 MED COMPASS	3/8/2018	\$2,438.00 FD - SCBA MEDICAL EXAMS
Paid Chk# 038226 METROPOLITAN COUNCIL	3/8/2018	\$8,987.10 RESERVE CAPACITY LOAN
Paid Chk# 038227 METERING & TECH SOLUTIONS	3/8/2018	\$4,464.87 PW - Water Meters
Paid Chk# 038228 MN CRITTER GETTERS, INC.	3/8/2018	\$1,174.00 Monthly Animal Control/FEB18
Paid Chk# 038229 MN DEPT OF HEALTH	3/8/2018	\$2,208.00 COMM WTR SUPPLY SVC 1/1 - 3/31
Paid Chk# 038230 MN RURAL WATER	3/8/2018	\$1,357.20 ANNUAL MEMBERSHIP DUES 2018
Paid Chk# 038231 MOORE MEDICAL LLC	3/8/2018	\$421.33 FD - MEDICAL BAG
Paid Chk# 038232 NAPA AUTO PARTS	3/8/2018	\$404.06 PW - Fleet Maint & Equip
Paid Chk# 038233 NORTHLAND PEST CONTROL	3/8/2018	\$21.25 Pest Control - Library
Paid Chk# 038234 QUILL CORPORATION	3/8/2018	\$49.49 Operating Supplies
Paid Chk# 038235 R&R CLEANING CONTRACTORS,	3/8/2018	\$94.66 CLEANING/JANITORIAL - JAN18
Paid Chk# 038236 REILLY, THOMAS & JULIE	3/8/2018	\$346.21 UB CREDIT BALANCE REFUND - 964
Paid Chk# 038237 SCHMIDT, RODNEY	3/8/2018	\$34.39 UB CREDIT BALANCE REFUND - 143
Paid Chk# 038238 SCOTT COUNTY TREASURER	3/8/2018	\$394.00 TAX - SPECIAL ASSESSMENT
Paid Chk# 038239 SPRINGSTED, INC.	3/8/2018	\$2,565.00 2017 CONTINUING DISCLOSURE 201
Paid Chk# 038240 SUEL PRINTING COMPANY	3/8/2018	\$43.75 Legal Ads
Paid Chk# 038241 WALBRIDGE, DAVID	3/8/2018	\$350.00 WINTER PROGRAM @ LIBRARY
<b>Total Checks</b>		<b>\$74,402.95</b>

### **DIRECT DEPOSITS**

Paid Chk# 501586E BI-WEEKLY ACH	2/22/2018	\$31,234.86 PAYROLL
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# STAFF MEMORANDUM

<b>SUBJECT:</b>	One Day Temporary Liquor License
<b>MEETING DATE:</b>	March 8, 2018
<b>PREPARED BY:</b>	Sandra Green, City Clerk
<b>REQUESTED ACTION:</b>	Adopt Resolution 18-09 Approving a One Day Temporary On-Sale Liquor License for St. Nicholas Church

## COMMUNITY VISION:

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

## 5 YEAR GOALS:

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

## COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

**BACKGROUND:**

The City Council is being asked to adopt Resolution 18-09 approving a One Day Temporary On-Sale Liquor License for St. Nicholas Church for an event to be held on June 17, 2018 at 51 Church Street, Elko New Market, Minnesota.

**DISCUSSION:**

Previously, St. Nicholas Church has been granted One Day Temporary Liquor Licenses allowing St. Nicholas Church to serve intoxicating liquor at church related events. There have been no violations and the City has received no complaints regarding the events serving intoxicating liquor at St. Nicholas Church.

St. Nicholas Church as submitted an application for a One Day Temporary On-Sale Liquor License to serve intoxicating liquor at their annual Chicken Cookout, along with associated fee.

**BUDGET IMPACT:**

Minimal

Attachments:

- Resolution 18-09 Approving a One Day Temporary On-Sale Liquor License

CITY OF ELKO NEW MARKET  
SCOTT COUNTY, MINNESOTA

**RESOLUTION NO. 18-09**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Elko New Market, Minnesota, that a One Day Temporary On-Sale liquor license to serve intoxicating liquor be issued to St. Nicholas Church for the premises located at 51 Church St., Elko New Market, Minnesota 55054, for an event to be held on June 17, 2018 contingent upon the following:

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

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of March, 2018.

**CITY OF ELKO NEW MARKET**

By: \_\_\_\_\_  
Robert Crawford, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Clerk



# STAFF MEMORANDUM

<b>SUBJECT:</b>	One Day Gambling Permit for St. Nicholas Church
<b>MEETING DATE:</b>	March 8, 2018
<b>PREPARED BY:</b>	Sandra Green, City Clerk
<b>REQUESTED ACTION:</b>	Adopt Resolution 18-10 Approving One Day Gambling Permit for St. Nicholas Church

## COMMUNITY VISION:

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

## 5 YEAR GOALS:

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

## COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

**BACKGROUND:**

St. Nicholas Church is applying for a one day gambling permit for an event to be held on June 17, 2018 at 51 Church Street, Elko New Market, Minnesota.

**DISCUSSION:**

St. Nicholas Church is requesting City Council approval to hold a raffle at St. Nicholas Church on June 17, 2018. This is an annual fund raiser (chicken cookout) for St. Nicholas Church.

St. Nicholas Church has submitted all required documentation and associated fee.

Staff would recommend Council approval of the One Day Gambling Permit for St. Nicholas Church as it is a regular fund raiser and the City has received no complaints regarding the event.

Attachments:

- Resolution 18-10 Approving One Day Gambling Permit for St. Nicholas Church

CITY OF ELKO NEW MARKET  
SCOTT COUNTY, MINNESOTA

**RESOLUTION NO. 18-10**

**WHEREAS;** St. Nicholas Church, Elko New Market has submitted an application for a gambling permit for St. Nicholas Church, located at 51 Church St., Elko New Market, Minnesota, 55054;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Elko New Market, Minnesota, that a gambling permit be issued to St. Nicholas Church for the premises located at 51 Church St., Elko New Market, Minnesota 55054, for a One Day Gambling Permit for June 17, 2018. Types of gambling activity the organization will be conducting are Raffles. This is a religious non-profit organization and previous applications are on file with the Gambling Control Board.

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of March, 2018.

**CITY OF ELKO NEW MARKET**

By: \_\_\_\_\_  
Robert Crawford, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra Green, City Clerk



# STAFF MEMORANDUM

<b>SUBJECT:</b>	Adelmann Sub-Grant Agreement
<b>MEETING DATE:</b>	March 8, 2018
<b>PREPARED BY:</b>	Renee Christianson, Community Development Specialist
<b>REQUESTED ACTION:</b>	Approve Sub-Grant Agreement for West Interchange Area AUAR

## 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 applied for a grant to cover the cost of preparation of an AUAR, wetland delineation and tree inventory for the Adelmann properties located at the northwest and southwest quadrants of the I-35 and Co Rd 2 interchange area. Appro Development has submitted a proposal for the above services in the amount of \$116,250. The property owners, which include Adelmann Farms New Market, LLC, Adelmann Family Partnership, and Empire II, LLC, will hold the contract with Appro Development to complete the design services.

The City was awarded the requested grant, in the amount of \$77,500 from the Scott County CDA. The attached Sub-Grant Agreement is needed because the CDA awarded the grant funds in the amount of \$77,500 to the City, and the City intends to reimburse the Adelmann family upon completion of the proposed work. The Sub-Grant Agreement outlines the terms and conditions upon which the City will reimburse the property owners.

## **BUDGET IMPACT**

The total proposed cost for design services is \$116,250 as proposed by Appro Development. The Adelmann family will hold the contract for design services with Appro Development. The City was awarded a grant in the amount of \$77,500 from the Scott County CDA, and the Adelmann family has committed to paying the remaining \$38,750. The attached Sub-Grant Agreement outlines the terms by which the City will reimburse the grant funds to the Adelmann family. There is no budget impact of this item to the City other than the cost of staff time to work on the project and City Attorney time to draft the contract.

## **ACTION REQUESTED**

The City Council is being asked to approve a motion approving the Sub-Grant Agreement between the City and Adelmann Farms New Market, LLC, Adelmann Family Partnership, and Empire II, LLC.

### **Attachments:**

Sub-Grant Agreement  
Property Location Map  
Memorandum of Understanding Between CDA & City  
Appro – Agreement for Design Services

**SCOTT COUNTY COMMUNITY DEVELOPMENT AGENCY  
ECONOMIC DEVELOPMENT INCENTIVE GRANT PROGRAM**

**SUB-GRANT AGREEMENT**

This Sub-Grant Agreement (the “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF ELKO NEW MARKET**, a Minnesota municipal corporation (hereinafter referred to as the “Sub-Grantor”) and **ADELMANN FARMS NEW MARKET, LLC**, a Minnesota limited liability company (“Adelmann Farms”) and **ADELMANN FAMILY PARTNERSHIP**, a Minnesota limited partnership (“Adelmann Family”) and **EMPIRE II, LLC**, a Minnesota limited liability company (“Empire”) (hereinafter Adelmann Farms, Adelmann Family and Empire are collectively referred to as the “Sub-Grantee”).

**RECITALS**

**WHEREAS**, the Adelmann Farms is the fee owner of real property located in Scott County, Minnesota and legally described in **Exhibit A** (“Adelmann Farms Property”);

**WHEREAS**, Adelmann Family is the fee owner of real property located in Scott County, Minnesota and legally described in **Exhibit B** (“Adelmann Family Property”);

**WHEREAS**, Empire is the fee owner of real property located in Scott County, Minnesota and legally described in **Exhibit C** (“Empire Property”);

**WHEREAS**, collectively, the Adelmann Farms Property, Adelmann Family Property and Empire Property are referred to herein as the “Project Location” which consists of approximately 245 acres of land located at the northwest and southwest quadrants of I-35 and County Road 2, (hereinafter referred to as “Project Location”); and

**WHEREAS**, the Sub-Grantee desires to complete design work necessary to develop the Project Location including completing remaining background work, drafting of an Alternative Urban Areawide Review (“AUAR”) for the Project Location, tree inventory, wetland delineation, coordination with the EQB for required public notice and comment period and coordination with the City for final AUAR adoption (“Project”); and

**WHEREAS**, Sub-Grantor, as sponsor for the Sub-Grantee, made application for the 2018 Corridor Readiness Grant funding for the Project identified as the West Interchange Area AUAR Project; and

**WHEREAS**, the Scott County Community Development Agency (hereinafter referred to as the “Grantor”) approved the 201 Corridor Readiness Grant funding for the West Interchange Area AUAR Project; and

**WHEREAS**, Grantor and the Sub-Grantor have entered into a Memorandum of Understanding for a 2018 Corridor Readiness Grant for the West Interchange Area Project at the

dated \_\_\_\_\_, 2018 (hereinafter “Grant Agreement”) under the Economic Development Incentive Grant Program (the “EDI Program”); and

**WHEREAS**, the Sub-Grantor and Sub-Grantee desire to enter into this Subgrant Agreement, in order to provide part of the funding to the Subgrantee for the purpose of the Project at the Project Location under the terms and conditions set forth in this Subgrant Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, Sub-Grantor and Sub-Grantee do hereby agree as follows:

1. **GRANT AGREEMENT.** The Grant Agreement is incorporated herein by reference. If there are any inconsistencies or conflicts between this Sub-Grant Agreement and the Grant Agreement, the terms of the Grant Agreement shall control.

2. **SUB-GRANT.** The Sub-Grantor grants to the Sub-Grantee an amount not to exceed Seventy-seven Thousand Five Hundred and No/100 Dollars (\$77,500.00) for the Project.

3. **PAYMENT.** The Sub-Grantor will disburse grant funds in response to written payment request submitted by the Sub-Grantee and reviewed and approved by the Sub-Grantor’s authorized agent. Sub-Grantor’s obligation to disburse funds to the Sub-Grantee is contingent upon receipt by the Sub-Grantor of the funds from the Grantor. Written payment requests shall be made using EDI Grant Payment Request Forms. The Sub-Grantor will disburse grant funds upon completion of the Project. The Sub-Grantee must provide with its written payment requests appropriate documentation including paid invoices for work completed indicating the required 1:2 local match that shows grant-funded Project activities have actually been completed. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Sub-Grant Agreement, the Sub-Grantor will disburse the requested amount to the Sub-Grantee in accordance with this Sub-grant Agreement and the Grant Agreement.

4. **REPORTS.** Sub-Grantee shall provide progress reports as requested by the Sub-grantee and in a form required by the Grantor under the EDI Program.

5. **PROJECT COMPLETION.** The Project must be completed by December 31, 2018.

6. **MISCELLANEOUS.**

a. **Authorized Representatives.**

The Sub-Grantor’s Authorized Representative is:  
Renee Christianson  
Community Development Specialist  
601 Main Street  
Elko New Market, MN 55054

The Sub-Grantee's Authorized Representative is:  
David Adelman  
8640 Harriet Avenue  
Bloomington, MN 55420

- b. **Assignment.** Sub-Grantee may neither assign nor transfer any rights or obligations under this Sub-Grant Agreement without the prior consent of the Sub-Grantor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Sub-Grant Agreement, or their successors in office.
- c. **Amendments.** Any amendment to this Sub-Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- d. **Waiver.** If the Sub-Grantor fails to enforce any provision of this Sub-Grant Agreement, that failure does not result in a waiver of the right to enforce the same or another provision of the Agreement in the future. Any waivers or extensions of this Sub-grant Agreement must be approved by the Sub-grantor
- e. **Liability and Indemnification.** Sub-Grantee will indemnify, save, and hold the Sub-Grantor, its agents, and employees, harmless from any claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this Sub-Grant Agreement by Sub-Grantee or Sub-Grantee's agents or employees. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the Sub-Grantor's failure to fulfill its obligations under this Agreement. Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, Grantor's and Sub-Grantor's Auditors that Sub-Grantee has used the grant funds in accordance with the Grant Agreement and this Sub-Grant Agreement.
- f. **State Audits.** Under Minn. Stat. § 16C.05, subd. 5, Sub-Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Sub-Grant Agreement.
- g. **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Sub-Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this clause, Sub-Grantee must immediately notify the Sub-Grantor. The Sub-Grantor will give Sub-Grantee instructions concerning the release of the data to the requesting party before the data is released.

- h. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Sub-Grant Agreement. Venue for all legal proceedings out of this Sub-Grant Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Scott County, Minnesota.
  
- i. **Termination for Insufficient Funding.** The Sub-Grantor may immediately terminate this Sub-Grant Agreement if it does not obtain funding from the Grantor or if funding cannot be continued at a level sufficient to allow for the payment of the cleanup costs. Termination must be by written or fax notice to Sub-Grantee. The Sub-Grantor is not obligated to pay for any costs incurred after notice and effective date of termination. However, Sub-Grantee will be entitled to payment, determined on a pro rata basis, for costs incurred up to the date of termination to the extent that funds are available.

*[Remainder of page intentionally blank]*

*[Signature pages to follow]*

Dated: \_\_\_\_\_, 2018.

**SUB-GRANTOR:**

**CITY OF ELKO NEW MARKET**

BY: \_\_\_\_\_  
Bob Crawford, Its Mayor

AND \_\_\_\_\_  
Sandra Green, City Clerk

**SUB-GRANTEE:**

Dated: \_\_\_\_\_, 2018.

**ADELMANN FARMS NEW MARKET, LLC**

BY: \_\_\_\_\_  
David J. Adelman, Its Chief Manager

Dated: \_\_\_\_\_, 2018.

**ADELMANN FAMILY LIMITED PARTNERSHIP**

BY: \_\_\_\_\_  
David J. Adelman, Its General Partner

Dated: \_\_\_\_\_, 2018.

**EMPIRE II, LLC**

BY: \_\_\_\_\_  
David J. Adelman, Its Chief Manager

## **EXHIBIT A**

### **Legal Description of Adelman Farms Property**

The East Half of the Southeast Quarter (E1/2 of SE1/4) of Section Twenty-three (23), Township One Hundred Thirteen (113), Range Twenty-one (21), except the Highway Right of Way, and except that part lying Southerly of County State Aid Road No. 2 and Westerly of State Highway 35; Scott County, Minnesota; (Tax Parcel No. 08-923-004-0)

AND

All that part of the East Half of the Northeast Quarter (E1/2 of NE1/4) of said Section Twenty-three (23), Township One Hundred Thirteen (113), Range Twenty-one (21), lying South of the South line of the Right of Way of the Chicago, Milwaukee, St. Paul and Pacific R.R. Company, except Highway Right of Way, all of the aforescribed land lying and being in Scott County, Minnesota; (Tax Parcel No. 08-923-004-0)

AND

The West Half of the Southeast Quarter (W1/2 of SE1/4) and the Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4), all in Section Twenty-three (23), Township One Hundred Thirteen (113), Range Twenty-one (21), except railroad right-of-way thereon, and excepting therefrom the following described tract:

That part of the West 250 feet of the South 300 feet of the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) of Section Twenty-three (23), Township One Hundred Thirteen (113) North, Range Twenty-one (21) West;

Scott County, Minnesota; (Tax Parcel No. 08-923-009-0)

AND

The East 345.69 feet of the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4), Section Twenty-Three (23), Township One Hundred Thirteen (113), Range Twenty-One (21), as measured perpendicular to the East line thereof and lying North of Scott County State Aid Road No. 2, Scott County, Minnesota (Tax Parcel No. 08-923-008-1)

## EXHIBIT B

### Legal Description of Adelman Family Property

The Easterly three-fourths of the Northeast Quarter of the Northeast Quarter (E  $\frac{3}{4}$  of NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ) of Section Twenty-six (26), Township One Hundred Thirteen (113), Range Twenty-One (21), excepting therefrom all that part of the following described tract: the Northeast Quarter of the Northeast Quarter (NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ ) of Section 26, Township 113 North, Range 21 West; which lies easterly of a line running parallel with and distant 270 feet westerly of the following described line: From a point in the north line of section 24, township 113 north, range 21 west, distant 192.1 feet east of the northwest corner thereof, running southerly at an angle of 90 degrees 33 minutes 15 seconds with said north section line (when measured from east to south) for 2650.24 feet; thence deflect to the right at an angle of 3 degrees 35 minutes 26 seconds for 1733.0 feet to the point of beginning of the line to be described; thence deflect to the left at an angle of 3 degrees 41 minutes 51 seconds for 3700 feet and there terminating; together with all that portion of the above described tract adjoining and westerly of the above described strip, southerly of Line A described below and northeasterly of Line B described below:

Line A: Beginning at a point on the first above described line, distant 781.25 feet southerly of its point of beginning; thence run westerly at an angle of 90 degrees with said line for 900 feet and there terminating;

Line B: Beginning at the point of termination of Line A described above; thence run southerly at right angles to said Line A for 50 feet; thence run southeasterly to the point of intersection of a line run parallel with and distant 200 feet southerly of said Line A with a line run southerly at right angles to said Line A from a point thereon distant 200 feet easterly of its point of termination; thence run southeasterly to the point of intersection of a line run parallel with and distant 250 feet southerly of said Line A with a line run southerly at right angles to said Line A from a point thereof distant 400 feet easterly of its point of termination; thence run southeasterly to the intersection of a line run parallel with and distant 430 feet westerly of the first above described line, with a line run westerly at right angles to said first line from a point thereon distant 1106.25 feet southerly of its point of beginning; thence run southeasterly to a point on the westerly boundary of the above described strip, opposite a point on the first above described line, distant 1606.25 feet southerly of its point of beginning.

PID 089260030

## **EXHIBIT C**

### **Legal Description of Empire II Property**

The West one-quarter of the Northeast one-quarter of the Northeast one-quarter of Section 26, Township 113, Range 21, and the Northwest Quarter of the Northeast Quarter, all in Section 26, Township 113, Range 21, Scott County, Minnesota, EXCEPT the West 18 acres of the Northwest Quarter of the Northeast Quarter of said Section 26.

PID 089260071 and 089260050

AND

All that part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 113, Range 21, Scott County, Minnesota, lying Southerly of County State Aid Road No. 2 and Westerly of State Highway No. 35W, excepting therefrom that part taken by the State for highway purposes.

PID 089230050

Abstract Property



Scott County  
Community Development Agency

323 South Naumkeag Street  
Shakopee, MN 55379-1652

Phone: 952.402.9022  
Fax: 952.496.2852

November 29, 2017

**Re: Scott County CDA – 2018 Economic Development Incentive Grants**

Dear Ms. Christianson:

The Scott County Community Development Agency (CDA) is pleased to inform you that your Economic Development Incentive (EDI) applications have been reviewed and an EDI Grant has been awarded to the City of Elko New Market for the following project:

1. West Interchange Area AUAR – Corridor Readiness Grant in the amount of \$77,500. This grant requires a 1:2 minimum local match.

Attached is a Grant Agreement for review and signature. Projects supported by this grant must be completed by December 31, 2018. Waivers and extensions to any provision in the agreement requested by the grantee will be considered on a case by case basis depending on the merits of the request. Any changes to the projects after the grants are awarded must be approved by the CDA prior to implementation. These are reimbursement grants and only the amounts incurred up to the award amounts will be reimbursed.

For Corridor Readiness Grants, reimbursement requests must be accompanied by appropriate documentation including a payment request form, paid invoices for work completed and a project report summarizing work completed and project outcomes. Reimbursement in full upon completion of the project is preferred, though a mid-year payment up to 50% of the awarded amount can be considered if requested. Please submit invoices showing the total amount paid, including the required local match.

We look forward to seeing the results of what you're able to complete with the assistance of this grant. Please don't hesitate to give me a call at 952.496.8613 if you have any further questions.

Sincerely,

Stacy Crakes  
Business Development Director – First Stop Shop

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**DeAnn Croatt**  
Commissioner  
District I

**Ben Zweber**  
Commissioner  
District II

**Kent Robbins**  
Commissioner  
District III

**Patti Sotis**  
Commissioner  
District IV

**Jane Victorey**  
Commissioner  
District V



Scott County  
Community Development Agency

323 South Naumkeag Street  
Shakopee, MN 55379-1652

Phone: 952.402.9022  
Fax: 952.496.2852

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

### SCOTT COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA) FIRST STOP SHOP

### AND THE

### CITY OF ELKO NEW MARKET

1. **PURPOSE:** The Economic Development Incentive Grant Program (the “EDI Program”) was established in March of 2014 and is funded by the Scott County Community Development Agency (CDA). The goals of the EDI Program are to facilitate the creation of jobs, increase the tax base and improve the quality of life in Scott County through two specific strategies: Corridor Readiness and Technical Planning Assistance.

*Corridor Readiness.* This program is intended to assist communities in completing land use, transportation and environmental studies and contracted planning services that are intended to maximize development and/or redevelopment opportunities and the investment of capital within the top ten commercial corridors as established by the SCALE Transportation and Economic Development Committee.

*Technical Assistance.* This program is intended to provide funding for those projects that will enhance economic development activities with the goal of achieving new job creation in Scott County.

2. **SCOPE:** The City of Elko New Market has been awarded a 2018 Corridor Readiness grant for the West Interchange Area AUAR Project.

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**DeAnn Croatt**  
Commissioner  
District I

**Ben Zweber**  
Commissioner  
District II

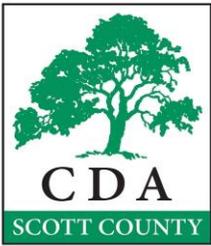
**Kent Robbins**  
Commissioner  
District III

**Patti Sotis**  
Commissioner  
District IV

**Jane Victory**  
Commissioner  
District V

*This Institution is an equal opportunity provider and employer.*

[www.scottcda.org](http://www.scottcda.org)



Scott County  
Community Development Agency

323 South Naumkeag Street  
Shakopee, MN 55379-1652

Phone: 952.402.9022  
Fax: 952.496.2852

The project description was identified as follows:

**West Interchange Area AUAR**

The project consists of completing remaining background work, and drafting of, an Alternative Urban Areawide Review (AUAR) for numerous properties located at the northwest and southwest quadrants of I-35 and Co Rd 2. Work to be completed includes a tree inventory and wetland delineation, followed by drafting of the AUAR report, coordination with the EQB for required public notice and public comment period, and coordination with the City for final adoption of the AUAR. The subject properties are controlled by three separate ownership entities that are all willing to financially participate in the project.

3. UNDERSTANDING: The City of Elko New Market has been awarded a 2018 Corridor Readiness EDI Grant in the amount of \$77,500 for the West Interchange Area AUAR Project, and agrees to complete the project as outlined in their application. Any changes to the project after the effective date of this agreement must be approved by the CDA prior to implementation to remain eligible for the CDA grant funding awarded.
4. TERMS: These are reimbursement grants and only the amounts incurred up to the award amount will be reimbursed. EDI Grant Payment Request Forms must be submitted when requesting reimbursement.

For Corridor Readiness Grants, reimbursement requests must be accompanied by appropriate documentation including a payment request form, paid invoices for work completed and a project report summarizing work completed and project outcomes. Reimbursement in full upon completion of the project is preferred, though a mid-year payment up to 50% of the awarded amount can be considered if requested. Please submit invoices showing the total amount paid, including the required local 1:2 match, not including in-kind staff time.

---

**DeAnn Croatt**  
Commissioner  
District I

**Ben Zweber**  
Commissioner  
District II

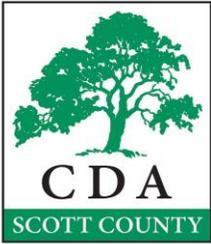
**Kent Robbins**  
Commissioner  
District III

**Patti Sotis**  
Commissioner  
District IV

**Jane Victory**  
Commissioner  
District V

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Phone: 952.402.9022  
Fax: 952.496.2852

The CDA may request quarterly project progress reports. The City of Elko New Market is required to submit a progress report to the CDA when requested.

Projects must be completed by December 31, 2018. Waivers and extensions to any provision in the agreement requested by the grantee will be considered on a case by case basis depending on the merits of the request.

5. EFFECTIVE DATE: This Memorandum of Understanding will be effective as of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_/\_\_\_\_\_  
William I. Jaffa                      Date  
Executive Director  
Scott County CDA

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City of Elko New Market

---

**DeAnn Croatt**  
Commissioner  
District I

**Ben Zweber**  
Commissioner  
District II

**Kent Robbins**  
Commissioner  
District III

**Patti Sotis**  
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District IV

**Jane Victory**  
Commissioner  
District V

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Scott County  
Community Development Agency

323 South Naumkeag Street  
Shakopee, MN 55379-1652

Phone: 952.402.9022  
Fax: 952.496.2852

## Scott County Community Development Agency 2018 Economic Development Incentive (EDI) Grant – Payment Request Form

The Scott County CDA Economic Development Incentive (EDI) Grant is a reimbursement grant and only the amounts incurred up to the award amount will be reimbursed. Grant reimbursement requests shall include appropriate documentation including paid invoices for work completed indicating the required minimum local match.

**Please submit this form, project update/final project report, and copies of your paid invoice(s) electronically to:**  
 Stacy Crakes  
 Scott County CDA – First Stop Shop  
 scrakes@scottfss.org

<b>Lead Organization:</b>			
<b>Project Title:</b>			
<b>Project Manager:</b>		<b>Date:</b>	
<b>Completed Activities for this Request</b>		<b>Invoice Amount</b>	<b>Grant Amount Requested</b>
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
<b>Total Amount of this Request :</b>			<b>\$</b>

### Awarded EDI Grants

Community	Grant Type	Awarded Grant Amount	Local Match Required	Total Invoice needed for full grant reimbursement
Elko New Market	Corridor Readiness	\$77,500	\$38,750	\$116,250
New Prague	Corridor Readiness	\$87,067	\$43,533	\$130,600
Scott County	Corridor Readiness	\$100,000	\$50,000	\$150,000
Scott County	Technical Assistance	\$15,000	\$15,000	\$30,000
Savage	Technical Assistance	\$5,000	\$5,000	\$10,000
Jordan	Technical Assistance	\$45,000	\$45,000	\$90,000

**DeAnn Croatt**  
Commissioner  
District I

**Ben Zweber**  
Commissioner  
District II

**Kent Robbins**  
Commissioner  
District III

**Patti Sotis**  
Commissioner  
District IV

**Jane Victory**  
Commissioner  
District V

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DUPONT AVE

FRONTAGE RD

NEWTON CIR

THOMAS AVE

35



October 21, 2017  
*Revised November 21, 2017*

Adelmann Farms (New Market), LLC  
8640 Harriet Avenue South  
Bloomington, MN 55420

**RE: Agreement for Design Services for Land Development**

Dear Adelmann Family:

Thank you for the opportunity to work with you on the upcoming land development you are planning at the properties you have in the Elko New Market area at the interchange of Interstate Highway 35 and County Road 2. We look forward to working on the next phases of preliminary design and development.

Serving as the owner's representative, APPRO Development has continued to assist the Adelmann Family through the grant, funding, permitting, and development process, with ISG providing engineering and environmental expertise. At the end of 2016, a grant was received to complete the first phase of data collection and conceptual planning. This area was identified by the Scott County Community Development Agency (CDA) as a top ten economic development corridor. The site is located near the Vermillion River, which is only 800 feet to the north on an adjacent property.

With this initial phase of work in progress, a subsequent grant is being sought to move forward with the remaining tasks needed to finish the required Alternative Urban Areawide Review (AUAR).

**The following outline briefly reiterates the scope of work started in early 2017 and is currently in progress:**

1. Background research and coordination
2. Land Use Studies including
  - a. Data Collection
  - b. Land Use Review and Planning
  - c. Transportation Network Review and Layout
  - d. Infrastructure Design
  - e. Approximation of Potential Wetland Areas
  - f. Stormwater Analysis
  - g. Industrial Park Preliminary Platting Concepts
  - h. Geotechnical Coordination
3. Concept Plan and Development Package Preparation
4. Traffic Study
5. Phase 1 Environmental Assessment
6. MnDNR Natural Heritage Review (Expires August 14, 2018)
7. Meetings

**In order to design and coordinate the services that are required to advance this project to the next phase, APPRO proposes the following Scope of Services:**

1. Tree Survey
  - a. A previous survey was completed for the north property in 2004 (3,707 trees); however, the City may require an update to be performed. During the Phase I Environmental Site Assessment site visit, ISG staff visually observed a portion of the surveyed trees in the western portion of the site may be diseased.
  - b. No previous survey exists for the south property. The required survey could be completed in the spring of 2018.
2. Wetland Delineation
  - a. A preliminary review was completed for both the north and south areas; however, new wetland delineation will be required since the original delineation has expired. (Wetland delineations are valid for five years.) There are an estimated 27-31 wetlands with 6-7 miles of wetland edge.
3. Conceptual Wetland Replacement Plan identifying all potential wetland impacts and proposed mitigation alternatives for each conceptual development scenario.
4. Additional studies to be determined if needed
  - a. Phase II Environmental Site Assessment
  - b. Habitat Assessment of Significant Ecological Area (identified by DNR during NHIS)

Once obtained, this data will be combined with the information collected under the 2016 Scope to prepare the AUAR as outlined below.

5. AUAR
  - a. Data collection
    - i. Review of all above components for implementation into AUAR Report
    - ii. Review of all potential permits required with schedule to obtain
    - iii. Noise monitoring data collection (depending on proposed land use)
    - iv. Air Emissions review (depending on proposed land use)
    - v. DNR and other additional study requests
    - vi. Further evaluation of existing natural resources
    - vii. Evaluation of potential environmental impacts
  - b. AUAR Report Preparation
    - i. Writing all report sections per requirements
    - ii. Incorporation of all applicable components and appendices
    - iii. Review with client to confirm proposed uses
  - c. Mitigation Plan and Implementation
    - i. Identify mitigation measures, schedules, and assurances
  - d. City Coordination (draft reviews, city meetings, etc.)
    - i. Review with City/Consultant
    - ii. Provide updates/changes as needed to all city comments until all parties can sign-off on

- iii. Attendance at city public meetings as required
- e. EQB Public Notice Period + Comment Resolution
  - i. Notice AUAR to EQB and all associated coordination
  - ii. Formally respond to all comments received throughout comment period
- f. City adopts final AUAR
  - i. Coordination of any modifications to the document per public notice comments
  - ii. City adopts final AUAR

The cost for the above scope of services will be billed monthly based on percentage of completion of the project documents described above or as costs are incurred for consultants and applications. We will strive to complete documents as required to meet a schedule that is advantageous to your development/build timeline.

**Future Considerations:**

Market Study, completion of the orderly annexation agreement (these future considerations are not included in this proposal)

**Exclusions:**

- City Development Fees/Pending Assessments
- Preliminary or Final platting of the parcels – *this would occur at a later phase*
- City Securities/Escrows/Letter of Credits – *may be held until work completed*
- Construction documents – *this would occur under separate contract when ready to move forward with the project*
- MNDOT/County highway permit process – *the requirement for this has not been identified*
- Sign or site lighting plan – *this would occur at a later phase*
- Noise study
- Attorney Fees related to reviewing City documents (*provided by Client*)
- Hazardous material survey of any existing buildings slated for demolition

Design Fees:

To complete the services listed in this proposal see the following:

<i>Tree Survey (If required by city)</i>	<i>\$ 7,500.00</i>
<i>Wetland Delineation and report</i>	<i>\$ 21,500.00</i>
<i>Additional Studies</i>	<i>To Be Determined</i>
<i>AUAR Compilation and submittal</i>	<i>\$ 75,000.00</i>
<i>Meetings</i>	<i>\$ 9,500.00</i>
<i>Reimbursable Expenses (prints, copies)</i>	<i>\$ 2,750.00</i>
	<b><i>Total for Plat Documents \$116,250.00</i></b>

This Proposal includes the Terms & Conditions. This Proposal, with the Terms & Conditions to this Agreement, shall become the Agreement between APPRO and Client upon acceptance by Client, as indicated by Client's signature below. This Proposal with the Terms & Conditions to this Agreement shall also be the Agreement between APPRO and Client, whether or not Client signs below, if Client directs APPRO to proceed with the Scope of Services.

Thank you for this opportunity to be of service. If the above meets with your approval, please execute this Proposal and return one copy to me for our Project records.

If you have questions or need assistance please contact me at 952-469-2171.

Sincerely,

James Connelly,  
Executive Vice President

Accepted By:

OWNER:

DESIGN/BUILDER:

\_\_\_\_\_  
ADELMANN FARMS (NEW MARKET), LLC

\_\_\_\_\_  
APPRO DEVELOPMENT, INC.

## TERMS & CONDITIONS

**1. Contract Price** Client agrees to pay APPRO for the Services described in the Agreement within the time set forth in Article 2.

**2. Payments** APPRO will submit Applications for Payment monthly in proportion to the Services performed and for Reimbursable Expenses incurred. All payments to APPRO are due and payable ten (10) days from the date the Application for Payment is received by Client. With each Application for Payment, APPRO shall submit lien waivers for the amounts paid from the prior month's Application for Payment. Payments due to APPRO and unpaid shall bear interest from the date payment is due at a rate of twelve percent (12%) per annum.

### **3. Responsibilities of Client**

A. Project Information. Client shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth Client's objectives, schedule, constraints and criteria, systems and site requirements.

B. Indemnity, Defense, and Hold Harmless Agreement. Client shall defend, indemnify, and hold harmless APPRO and its agents, owners, and employees, from and against any and all claims, proceedings, losses, demands, actions, or any other expense related to the Services that are caused by the fault, negligence, or breach of contract of Client.

**4. Use of APPRO's Documents** Drawings, specifications, and other design documents, including those in electronic form, prepared by APPRO or its consultants are Instruments of Service, which may be used only in regard to the specific project of this Agreement and may not be used by Client for any other Project without the written consent of APPRO. APPRO and its consultants shall retain all common law, statutory and other reserved rights, including the copyright. Any unauthorized reproduction or use of the Instruments of Service by the Client or others shall be at Client's sole risk and expense and without liability to APPRO or APPRO's consultants. Client shall defend and indemnify APPRO and APPRO's consultants for any unauthorized reproduction or use of the Instruments of Service.

**5. Services Changes** No change shall be effective unless authorized by a written change order signed by both Client and APPRO. The change order will include conforming changes in the Agreement, Contract Price, and completion time. APPRO shall not be responsible for a Client's directive or substitution made without APPRO's approval.

**6. Unforeseen and Differing Site Conditions** If the conditions under which the Services is to be performed are materially different than those indicated or if the conditions are unusual or unknown and are materially different from the conditions ordinarily encountered and generally recognized as inherent in the Services and locale, then APPRO shall give prompt notice to Client and an equitable adjustment to the Contract Price and completion time shall be made in accordance with the Services Changes clause above.

**7. Limitations of APPRO's Liability** Client agrees that for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, Contractor's liability to Owner shall not exceed the total amount equal to APPRO's fees. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE TO OWNER ON ANY THEORY OF LIABILITY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

CONSEQUENTIAL DAMAGES SHALL MEAN A CONSEQUENTIAL, INDIRECT OR INCIDENTAL LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF CAPITAL, LOSS OF PRODUCT, LOSS OF REPLACEMENT POWER AND BUSINESS INTERRUPTION.

**8. Termination** This Agreement may be terminated by Client or APPRO upon seven (7) days prior written notice to the other party. In the event of a termination, Client shall compensate APPRO for all Services performed before the date of termination, plus all Reimbursable Expenses incurred.

**9. Arbitration** All claims and disputes relating to this Agreement shall be subject to arbitration at the option of either Client or APPRO in accordance with the Arbitration Rules of the American Arbitration Association (“AAA”) for the construction industry or as otherwise mutually agreed by the parties. Written notice of demand for arbitration shall be filed with the other party and with the AAA within a reasonable time after the dispute has arisen. The parties agree that all parties necessary to resolve a claim shall be parties to the same arbitration proceeding. Appropriate provisions shall be included in contracts relating to the Services to provide for the joinder of parties and/or consolidation of arbitrations.

**10. Governing Law** It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

**11. No Assignment** Neither Client nor APPRO shall assign their interest in this Agreement without the written consent of the other.

**12. No Third Party Rights Created** The parties agree that this Agreement is for the exclusive benefit of the parties hereto and is not for the benefit of any third party. No third party shall be entitled to rely upon or enforce the terms or conditions of this Agreement. No third party is intended to be a beneficiary of any right or obligation of this Agreement.

**13. Entire Agreement & Severability** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. If any one or more provisions of this Agreement shall be declared invalid or void, it shall not affect the validity or effect of any other provision.

**14. Modification of Agreement** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

End of Terms and Agreements



# STAFF MEMORANDUM

<b>SUBJECT:</b>	Regional Safety Group Safety Training/Program Support Contract
<b>MEETING DATE:</b>	March 8, 2018
<b>PREPARED BY:</b>	Mark Nagel, Assistant City Administrator
<b>REQUESTED ACTION:</b>	Approve Lakeville awarding a contract to Midwest Safety Counselors, Inc (MSC) to provide service to the Regional Safety Group.

## 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 a Safety Committee consisting of the City Clerk, Police Chief, Public Works Superintendent, and the Assistant City Administrator (Chair) that has for the past 8 years primarily focused on meeting the requirements of OSHA and MN OSHA for providing a safe and healthy workplace for employees.

Over those 8 years, the City has come closer to being in compliance with those standards through such efforts as Annual Mock OSHA Inspections, building improvements such as handicapped accessible front doors at City Hall and the Police Department, as well as including OSHA standards in all new or, remodeled buildings. However, the City needs to improve its compliance in the areas of required safety training, safety policies, and recordkeeping/documentation. It is difficult for Staff to keep track of the myriad of regulation changes and to do the actual recordkeeping/documentation to show compliance to OSHA requirements.

An OSHA and/or MN OSHA audit could cost thousands of dollars, if the City is not in compliance with any of these regulations. For example, simple failure to post the all of the correctly dated workplace posters (see examples in the City Hall lunchroom) can cost up to \$7,000 per violation whether or not you were aware of it. Staff lacks the time and expertise to keep up with the everchanging safety regulations, which leaves the City with risk exposure to these costly violations.

## **DISCUSSION:**

Given current resources, the Safety Committee was approached by the Cities of Lakeville and Farmington to be a partner in a Regional Safety Group in September of 2017. Staff of the three cities met several times to develop a Joint Powers Agreement (JPA), which sets out the purposes, structure and programming goals of the Regional Safety Group with the vision to comply to all OSHA standards for a safer workplace for all employees. The City Council approved the Regional Safety Group JPA at their meeting of December 21, 2017.

By approving the JPA, the City of Lakeville, on behalf of the JPA, then solicited responses to an RFP drafted by representatives from the three cities. The RFP was advertised, plus sent to 6 vendors identified by the team that could provide these services. The team received 3 responses that met the requirements outlined in the RFP – The Ferri Group (\$37,200 ENM Cost); Institute for Environmental Assessment (\$10,667 ENM Cost); and Midwest Safety Counselors (\$6,080 ENM cost). Midwest Safety Counselors and Institute for Environmental Assessment were chosen for interviews. The Interviews were held on Thursday, February 8<sup>th</sup> and Midwest Safety Counselors (MSC) was unanimously chosen as the lowest cost, best services proposal. As per the JPA, the City of Lakeville is authorized to execute the contract on behalf of Elko New Market and Farmington, but the City of Elko New Market does need to concur with acceptance of the Proposals and award of the Contract to Midwest Safety Counselors, Inc.

In terms of Safety Training in the Contract, MSC will provide three hours/month of agreed upon customized training onsite to be delivered by a qualified, certified, experienced Safety Trainer. This includes providing documentation and storing course outlines, attendance rosters, and any necessary testing for \$3,040/year, or \$253/month for all City personnel. For Safety Program Support, MSC will conduct a “gap analysis” to determine City Safety Program needs, the coordinate and implement compliance steps for each “gap” identified, develop needed

policy/procedural changes to the City's existing manuals, and provide written reports and documentation assistance for recordkeeping. The cost for 32 hours of assistance is \$3,040, or \$95/Hour. The total maximum cost is \$6,080/Year for the City. The key difference between vendors is that MSC does not charge unless the services are provided; that is, the City only pays for those services used. So, if a training session isn't held, the Cities don't pay for it. For example, if Elko New Market only uses 20 of the 32 hours of Program Support services, then we don't pay for the remaining 12 hours. The prices are good for 2 years and the JPA can terminate the contract in 30 days.

The benefit for the City of Elko New Market are the "economies of scale" from partnering with two larger entities, which reduced costs (for example, the Program Support hourly costs are \$95, instead of \$135). The City will be better positioned to meet OSHA all OSHA standards and develop a stronger "safety culture" among Staff. Intangible benefits include the opportunity for the Staffs of the three cities to meet, which may lead other cooperative agreements; knowledge sharing and increasing the safety awareness of all City employees.

**BUDGET IMPACT:**

The maximum cost is \$6,080 for 2018 and would come from the Expert and Professional Services line-item.

**RECOMMENDATION:**

Staff is recommending approval of Lakeville awarding a contract to Midwest Safety Counselors, Inc (MSC) to provide service to the Regional Safety Group.



# STAFF MEMORANDUM

<b>SUBJECT:</b>	City Engineering Services
<b>MEETING DATE:</b>	March 8, 2018
<b>PREPARED BY:</b>	Thomas Terry, City Administrator
<b>REQUESTED ACTION:</b>	Direct City Administrator to negotiate a Agreement for Services with Bolton-Menk 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
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- An effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate
- Provide community oriented local government and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on tax payers

## 5 YEAR GOALS:

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

## COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

## **BACKGROUND**

The City'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.

## **DISCUSSION**

The City received proposals from six firms – BMI (the City's current engineering consultant), WSB, MSA, Hakanson Anderson, KLJ and Stantec. The Selection Committee evaluated the proposals based on the following factors and weighting:

Factor	Weight
1. Experience and Qualifications of Lead Engineer	3
2. Experience and Qualifications of Assigned Team	2
3. Firm Stability and Leadership	1
4. Firm Experience with Federal, State and Other Agencies	1.5
5. Street Experience	1
6. Water Experience	1
7. Stormwater Experience	1
8. Sewer Experience	1
9. Past Performance (Legal, References, etc.)	1.5
10. Compensation (Value)	3

Upon completing the evaluations, the Selection Committee interviewed the top two firms – BMI and WSB. Following the interviews, the Selection Committee is recommending BMI.

The City Council is being asked to direct the City Administrator to negotiate a Services Agreement with BMI for municipal engineering services to be presented to the City Council for consideration. It is intended that the negotiation would include counters to certain terms of the proposal.



# STAFF MEMORANDUM

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

## COMMUNITY VISION:

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

## COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

## **BACKGROUND:**

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

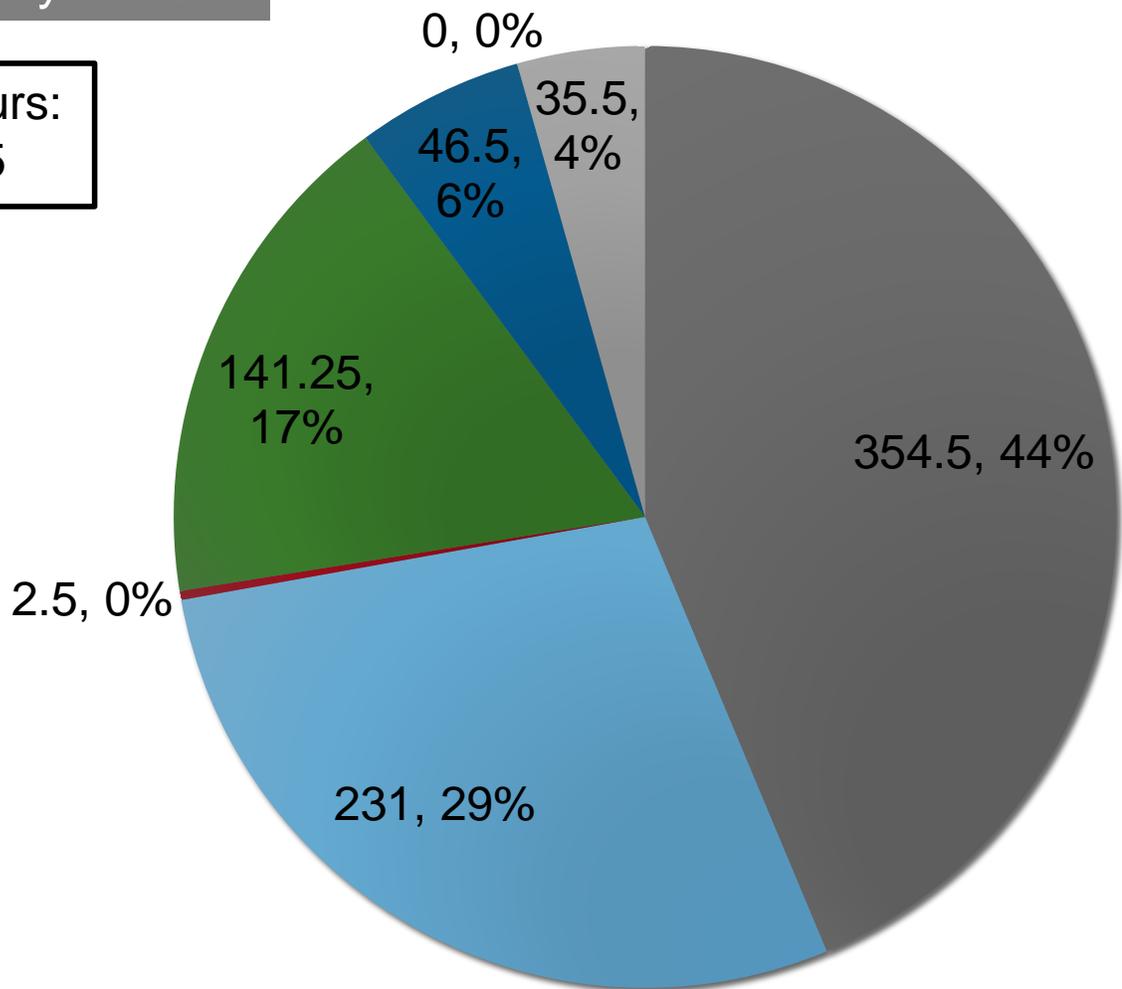
## **DISCUSSION:**

- Public Works has continued to sweep, shovel, and flood the rinks on a daily basis throughout the season as weather permits.
- Staff continues to work on indoor building maintenance items as time permits.
- Staff had eight Snow & Ice Control events in February. A few of the events later in the month had higher snowfall totals, but had warmer temperatures. However, the majority of the events had low snowfall totals, but colder temperatures. The colder temperatures can result in more salt usage to remove the snow and ice from the surface of the road. It should be noted that when temperatures fall below zero, it significantly reduces how effective the salt melts the snow and ice. At some point, it does not matter how much salt is applied because it is too cold for the deicing materials to work. So, applying more salt is not always better. At times, Staff has received complaints about slippery spots or areas of the streets that have snow packed on them. The Snow & Ice Control Policy does not call for bare pavement on any streets, although depending on conditions, through normal activities bare pavement is usually achieved. Staff will continue to provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. Staff did a good job removing the snow, but there is always room for improvement. Staff will continue to evaluate what worked well and what didn't work well and make adjustments to practices and procedures as needed.
- As a result of the heavy snowfalls late in the month, Staff spent a significant amount of time with snow clean up. All of the piles in downtown have to be moved out of the parking areas, intersections pushed back, cul-de-sacs have to be blown or stacked up, ice rinks have to be plowed, blown, swept and shoveled. There is a lot that goes into clean up after everything is "plowed". All of this is being done in conjunction with all of the normal day to day operations.
- 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.
- As reported previously, Staff has continued to perform repairs and maintenance on equipment that had been deferred throughout the year, as a result of the open Mechanic position. Mechanic I Fitterer is starting to get caught up on the repairs. As a result of getting caught up, the shop is getting reorganized and cleaned. This will take some time and will be an ongoing project, as time permits.
- Staff continued to trim up trees in park areas and around pond inlets and outlets as time permits.
- Superintendent Schweich assisted with the interviews for the City Engineer.
- As previously reported, as a result of filling the two full-time positions, Superintendent Schweich has spent a significant amount of time training the two new employees. There is a significant amount of training that goes into adding a new employee to the Department, especially learning the geography of the City while learning their plow routes. Both of the employees have done an excellent job with the training, and will continue to learn more and more every day.

# PUBLIC WORKS Combined Time By Department

February 2018

Total Hours:  
811.25



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



# STAFF MEMORANDUM

**SUBJECT:** Monthly Police Activity – February 2018  
**MEETING DATE:** March 8, 2018  
**PREPARED BY:** Steve Mortenson, Chief of Police  
**REQUESTED ACTION:** Info 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:**

February 8 – Officers Bell & Gareis attended Family Fun Night at Eagle View Elementary. Officers visited with parents and students and handed out stickers. One family won the drawing for “Ride Home with a Cop.” Staff has spoken with mom who will be contacting the department to set up the date for her children to ride home with an officer once the weather warms up.

February 14 & 15 and 26 & 27 – Officer Bell is attending senior management classes instructed by the personnel from the MN BCA. The topics of instruction have been Certainty of Change for 21<sup>st</sup> Century Policing and Crisis to Collected – Building Crisis Resilient Organizations. Officer Bell has 5 more senior management classes to complete before receiving his certification.

February 27 – Chief Mortenson spoke to staff at the Early Childhood Learning Center at Eagle View Elementary about safety procedures for staff & children before and after school hours.

Staff has attended all of the Family Fun Nights sponsored by the City on Thursday nights in February. Staff has been visiting with residents and handed out stickers to children.

The Police Officer posting for the 2018 full time Police Officer position went out February 23<sup>rd</sup>. Closing for applications is March 23<sup>rd</sup>. Staff will keep the City Council updated on the status of the hiring process.

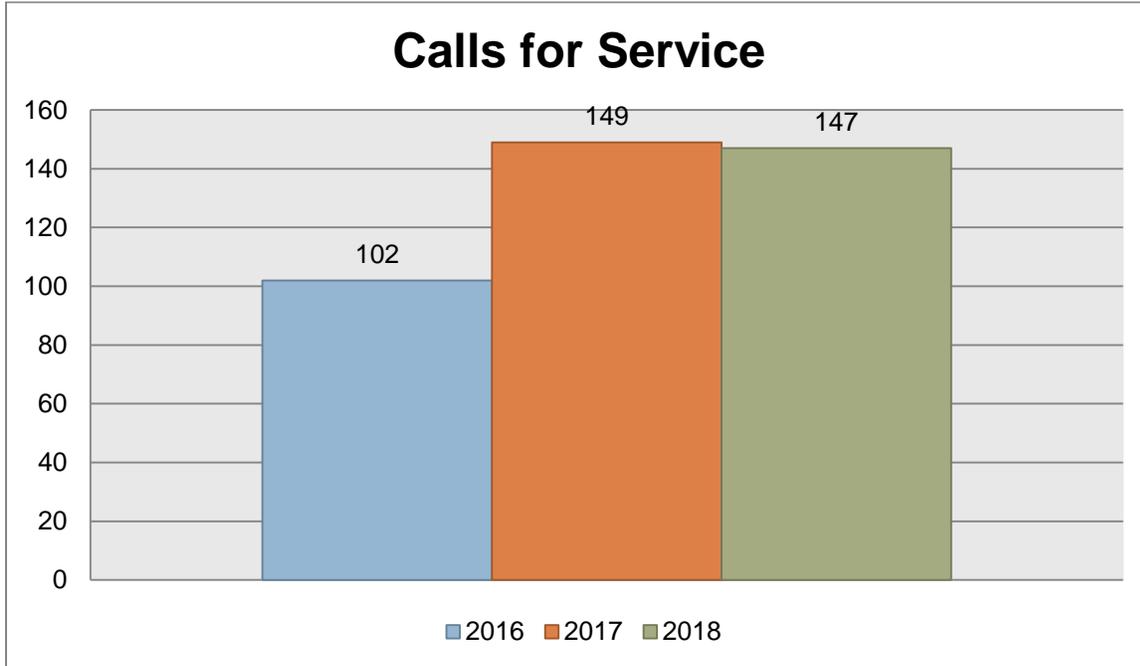
## STATISTICAL INFORMATION – February 2018

### Types of calls officers responded to:

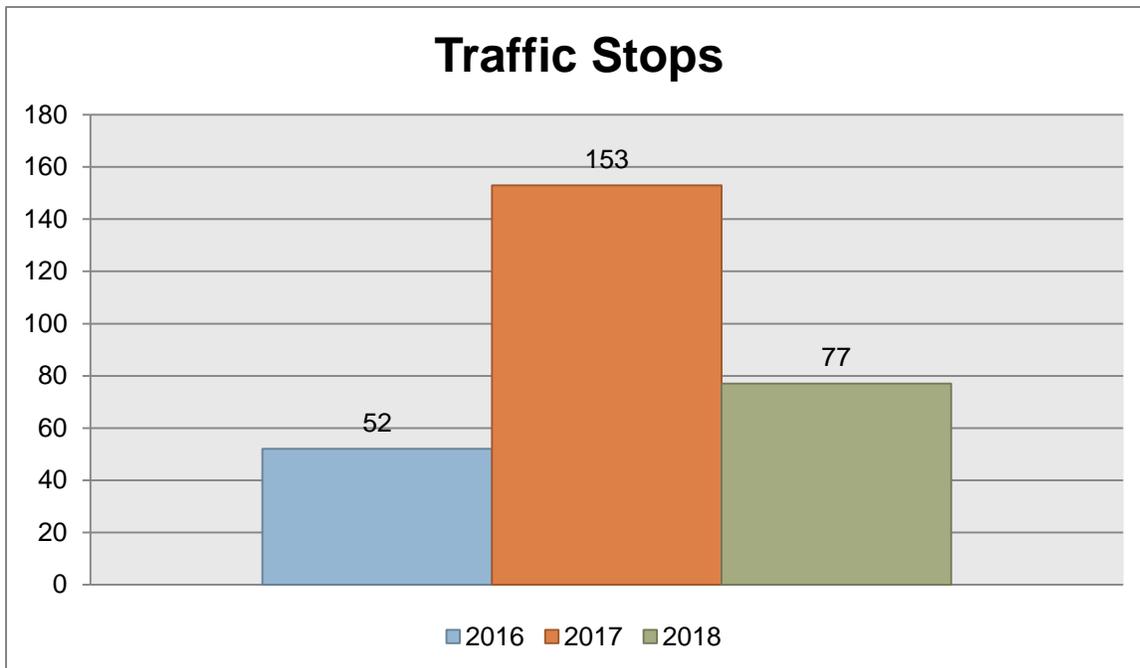
- 1 Assault - (Male stated he was assaulted with a brick by another male but no evidence was found to substantiate the report.)
- 1 Drug - (A juvenile male was cited for possession of small amount of marijuana as a result of a traffic stop.)
- 1 Disorderly Conduct – (Officers responded to a call of a fight at a bar. Suspect fled the scene. Officers interviewed witnesses and spoke to the suspect couple days later. As a result of the investigation, suspect adult male was cited for disorderly conduct.)
- 7 Parking Violations – (Winter Parking Violations.)
- 5 Mental Health - (officers responded to mental health calls and in all cases placed the person on a 72 hour Health & Safety hold. Cases involved all adult males.)
- 1 Domestic (verbal only, no assault.)
- 2 Disturbances
- 7 Medicals (In one incident, an adult female had accidentally overdosed on narcotics. Narcan was administered to the victim, which resulted in her life being saved.)
- 1 Fraud
- 3 Theft
- 2 Alarms
- 1 Vandalism
- 2 Noise complaints
- 7 Traffic Complaints (Reports of erratic driving behavior.)
- 1 Harassing Communication
- 11 Suspicion (Includes: Suspicious activity, vehicles and people.)

No one was arrested and transported to the Scott County Jail in February 2018.

Calls for Service:

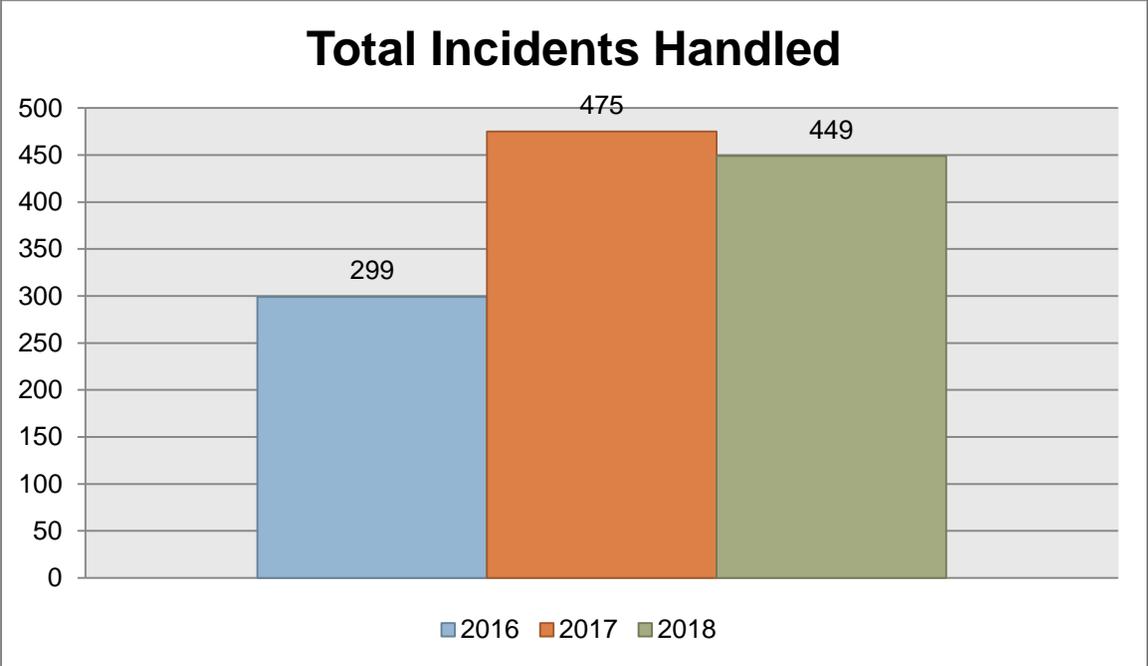


Total Traffic Stops:



**77** traffic stops were conducted in February 2018. **60** warnings issued and **17** citations issued for speed, stop sign violation, no proof of insurance/no insurance, parking violations, and driving after suspension.

Total Incidents Handled:





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

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## MEMORANDUM

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**TO:** CITY COUNCIL, PLANNING COMMISSION, EDA & CHAMBER OF COMMERCE  
**FROM:** RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST  
**SUBJECT:** COMMUNITY DEVELOPMENT UPDATES  
**DATE:** MARCH 1, 2018

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### **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:

**New Market Bank Addition / Elko New Market Commerce Center** – This multi-tenant retail facility started construction in October of 2017. In addition to the building permit for the shell of the building, the City has issued building permits for interior finishes for the New Market Bank (east end of the building), a restaurant at the west end of the building, and a hair salon in the middle unit. There are five total units in phase I and the building can be doubled in size.

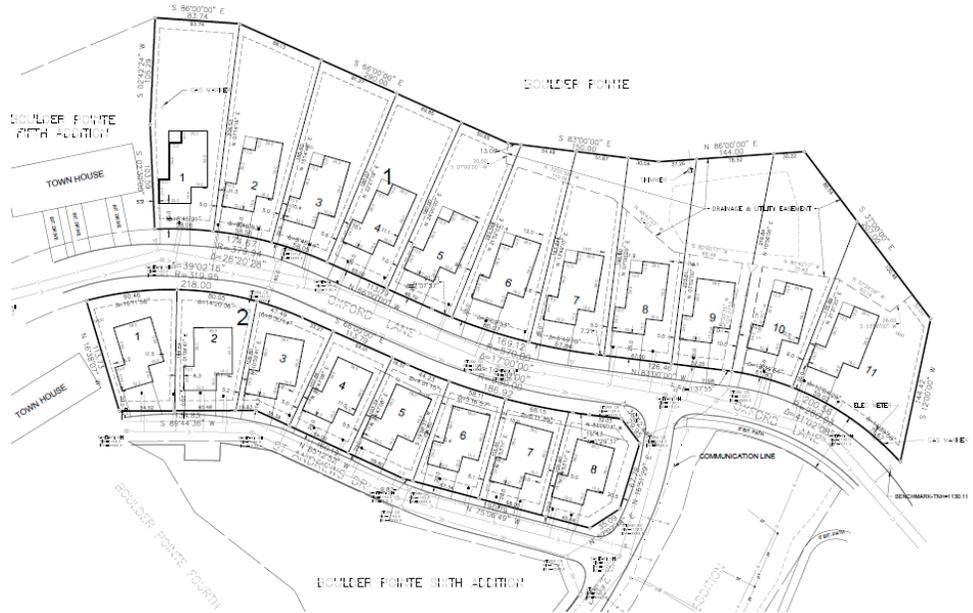


**Barsness 1<sup>st</sup> Addn** – The City received an application for PUD Sketch Plan review by the City's Planning Commission for a proposed commercial development containing a gas station, car wash, convenience store, office, retail, and storage uses. The project is proposed at the southeast quadrant of County Roads 2 & 91. The project is scheduled for review by the City's Planning Commission on March 6<sup>th</sup> and the City Council on March 8<sup>th</sup>. This is the first step in proceeding with the applications for land use approvals. The owner / developer is Warren Barsness.



**Boulder Pointe 7<sup>th</sup> Addition**

The City received application for PUD amendment, preliminary and final plat approval of Boulder Pointe 7<sup>th</sup> Addition, a residential subdivision located along Oxford Lane that will contain 11 single-family residential lots, and 8 detached townhome lots. The project is anticipated to be scheduled on the March 27<sup>th</sup> Planning Commission meeting agenda followed by City Council approval in late April or early May. The owner / developer is Bjorn Vogen.



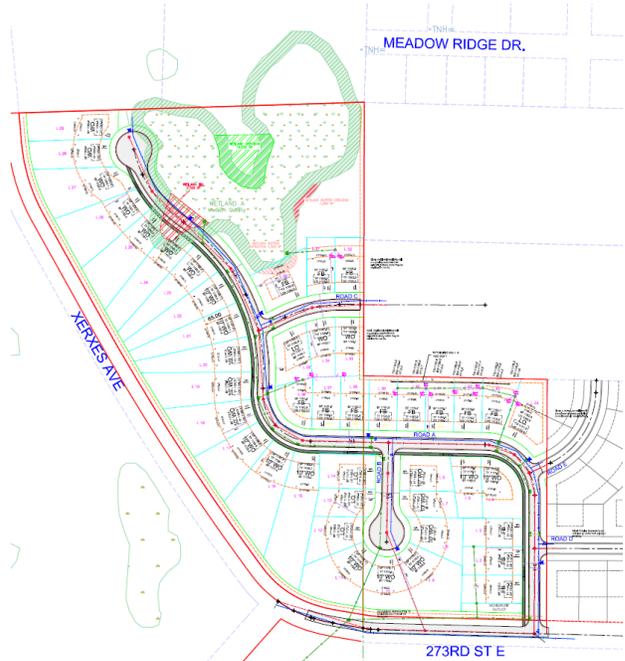
**Syndicated Properties** –The City Council is working with Syndicated properties who plans to construct approximately 40 rental townhome units in the Dakota Acres Subdivision (located north of Firehouse Grille). The City has received full civil and architectural plans for preliminary review. There are Planning Commission and City Council approvals that are needed or a portion of the project, but 13 units can be constructed immediately. The City expects to see construction activities on this site in the summer of 2018.



**Dakota Acres / City Owned Property** - The City owns a 3.1 acre parcel to the west of the property purchased by Syndicated Properties. The City recently met with a new developer who has an interested in constructing apartment buildings on the site. City staff also corresponded with the senior housing developer who has been attempting to put a senior housing project together on the site. Staff also received a call from a third developer who expressed interest in submitting a purchase agreement on the property. The current asking price for the property is \$285,000.

**Adelmann Property** – City staff has been working with the Adelmann family to develop a preferred concept development plan for their properties currently located in New Market Township along Co Rd 2, and west of I-35. This project is a result of a 2017 Scott County CDA grant provided to the City. 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. The grant agreement is scheduled for approval by the City Council on March 8, 2018.

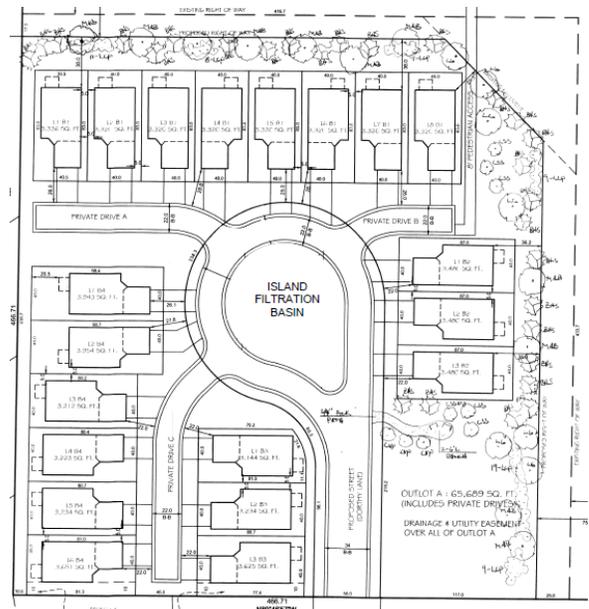
**Pete’s Hill Park** – Staff has been regularly communicating with the property owner for this potential residential development project containing 46 potential single family residential lots and located immediately south of Pete’s Hill Park. The wetland applications have been submitted and approved by the Township. The most recent concept development plan was submitted to the City on November 22, 2017. Staff met with the owner and real estate agent on January 10<sup>th</sup> and provided revised written feedback and development fee estimates on January 15<sup>th</sup>. The property owner continues to look for a developer to develop the property. Topography, wetlands and trees add to the challenge of developing the property. The project requires annexation of property from New Market Township.



**Pheasant Hills** – This potential residential development was approved prior to the recession but never completed. On February 8<sup>th</sup>, staff met with the current property owner, who indicated he would like to pursue development of the property. Staff corresponded with the owner and his civil engineer over the last several weeks and met again with the owner on March 1<sup>st</sup>. He is interested in redesigning the subdivision to create more lots than had been planned for pre-recession.

**Khai Le Property** – City staff has met with the property owner, a potential co-developer, and their civil engineers to review a concept development plan for this 35 acre property located at the northwest quadrant of James Parkway and Dakota Avenue. The development would contain single family residential lots. Staff provided information to the development team, and they are scheduled to meet with the City’s Development Review Team on March 6<sup>th</sup>, and for Sketch Plan review by the City’s Planning Commission on March 27<sup>th</sup>, 2018. The property is adjacent to the City limits and will require annexation from New Market Township to the City prior to development.

**Christmas Pines** – The City received the application for final plat approval of Christmas Pines on February 28<sup>th</sup>. This is a residential detached townhome subdivision containing 20 lots that received preliminary plat approval in summer of 2017. City staff will be reviewing the final construction plans and drafting a development contract, with approval by the City Council expected in April, 2018. Construction of the streets within the development can be completed quickly and it is anticipated that lots will be ready for home construction and building permit in early summer.



**Convenience Store Marketing** – Staff prepared demographic information and consumer expenditure information for distribution to Kwik Trip on February 5<sup>th</sup>, 2018.

**Marketing** - Staff met for coffee with a commercial building contractor and developer to provide updates about the community and various projects on February 14<sup>th</sup>.

**Smoke Shop** – A building permit application was received for an interior finish for a smoke shop located at 321 Main Street in the Troy Friedges retail center building. The shop, Elko Tobacco, opened on March 1<sup>st</sup>.

**Building Permits** – The City issued one single family home permit in February, 2018.

**Development Fee Comparison** – Staff completed a comparison of City development fees as they compare to other area Cities. The information was presented to the City’s Economic Development Authority for review and discussion on February 22<sup>nd</sup>.

**Ordinance Updates** – Staff, the City’s Planning Commission and Council have been working on City Code amendments pertaining the allowance of certain commercial vehicles in residential zoning districts, changes to the definition of Residential Programs in the City’s zoning code, and regulations pertaining to small cellular wireless facilities.

**Roundabout Project** – Staff participated over the past month in meetings between various property owners and Bolton and Menk, the City’s engineering firm, to discuss the CR 2 & 91 roundabout project. A workshop was also held with downtown business owners on March 27<sup>th</sup> to learn about the project and identify priorities of downtown business owners. A public open house is also scheduled for March 6<sup>th</sup>.



## ENM Parks Commission Update

### February 28, 2018

1. The City Council approved a budget of \$145,246.00 for the Parks Department for 2017. Through November, a total of \$107,770, or 74.20%, of the budget has been spent, which is well below the 92% budgeted level of expenditures after 11 months of the year. While there are some bills still remaining to be paid for 2017, the Parks Commission will finish 2017 well below budget.
2. Good news! The City Council reviewed the Rowena Pond Park RePurposing Master Plan and made one revision – a grass infield for the ball diamond will now be dirt for softball purposes and approved the Plan at their February 8<sup>th</sup> City Council Meeting for final approval. Thanks to Mike Sutton for attending the meeting!
3. I have confirmed pricing with Midwest Playscapes this week for moving the playground equipment and am waiting for the final contract for consideration of approval at the March 27<sup>th</sup> Parks commission meeting.
4. I connected with S & S Tree Service to clarify their responses to the questions posed by the Parks Commission at the February Meeting. The treatments would have to be done every 2 years, so this would make it very expensive to save them, but the treatments are guaranteed. The replacement trees, if necessary would be between 4 and 6 feet high depending on the size the Emerald Ash that was being replaced. The final decision will be on the March 2018 Parks Commission Agenda.
5. 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.
6. Hand dryers have been purchased for the Wagner Park Shelter to replace the towels. Not only is it a cheaper solution, but it will be “greener”, too. Public Works will remove the soap dispensers at the same time and we will be going with bottles of liquid soap, which will also be less expensive and maintenance free. They will be installed this winter as the Public Works Department Gets time.
7. The permanent display for the ENM Library has been constructed and delivered to the Library and the actual display box is now up. I am in the

process of making arrangements with the Scott County Historical Society to complete the display. I'm hopeful that I can unveil it at our March, 2018 Parks Commission Meeting.

8. The Winter Programming at the Library was a big success!! Marketing went a lot better, too, being advertised on the City's website, Facebook and Twitter pages. This year, we sent out the schedule with the Utility bills, too. We also emphasized "acts" with audience participation. We drew 270 people for the 4 events, including 88 for the RAD Zoo on the last event on February 22<sup>nd</sup>!
9. I met with Brett Wegner, President of the New Prague Soccer Club, on Friday, December 22<sup>nd</sup> regarding the need for additional soccer fields for their program. While the Club is looking to develop a soccer complex with City assistance, I suggested that Wagner Park could be used from mid-August to mid-October for their program...a much cheaper solution. For your information, this does not conflict with our youth programming with New Prague Community Ed, since the Club is for kids 10 and up who want to play on traveling teams. Nearly 30% of the kids playing in the Club are from Elko New Market. Mr. Wegner said he would be back to us after a Board meeting in late February, but I have not heard from him to date.
10. I continue to work on the Elko Baseball Team request for a fence that would surround Old Elko City Hall Park. The City Attorney has reviewed the request and has advised that she is concerned about allowing a private restriction to a designated City park and advised that it should not be fenced. I met with the team representative, Corey Grism, on Thursday, December 14<sup>th</sup> to convey the information to him. We came up with a couple of alternatives to the original design that I ran by the City Attorney on Tuesday, January 9<sup>th</sup>. On Thursday, January 25<sup>th</sup>, I met with Mr. Grism on the options one more time and settled on a 2 swinging gates that would be closed during the games but remain open the rest of the time for park use. I have conveyed the Parks Commission request that a letter be provided indicating the Board has approved this option and that there'll be financial help to move the swing to Mr. Grism. I will meet with the City Attorney report on the outcome, as to whether or not this will suffice to meet the Code.
11. The streetlight request for Pete's Hill was approved on the December 7<sup>th</sup> City Council Meeting. As recommended by the Parks Commission, the light will be paid for out the City's Contingency line-item and the monthly utility

cost would be taken from the Park's Budget. I have now been in touch with MVEC on the installation and it will take place in late-April, assuming the ground is thawed by then!

12. After the Parks Commission's December 12, 2017 approval, the revisions to the Wagner Park Shelter Rental Agreement were made and it is now in use. The new rental fees of \$150 for residents and \$200 for non-residents were approved at the January 11<sup>th</sup> City Council Meeting. We are seeing more registrations for Summer, so the new rates have apparently not had effect on rentals.
13. The first installment for the SkatePark equipment was made in January - \$22,181.33. The equipment is now being manufactured and is still set for a 1<sup>st</sup> week of May, 2018 installation.
14. The City...and the Parks Commission...have a new park! Boulder Heights, Outlot A, was officially transferred to the City for park purposes on 12/27/17. It is expected that the trails surrounding the wetland area will be constructed this Summer. As the time gets closer, we'll talk more about a name for the park, a possible schedule for improvements, and expected Park Dedication fees from the subdivision to build it.
15. At the February meeting, we wrapped up the 2018 Goals Process. I attached them to the February Minutes, so the Council could see the final list. Now comes the tough part...implementing them!
16. Also on the Agenda for February was the Minnesota Recreation and Park Association dues for 2018...they were approved and the dues have been paid, so we are again members for 8<sup>th</sup> consecutive year!
17. The Twins Clinic will be in town on Saturday, May 26<sup>th</sup> at Fredrickson Field! It is Memorial Day Weekend, but it was the only date that they had available, so we took it!
18. I will be meeting with the NP Community Ed Soccer League reps and the Elko New Market Youth Baseball/Softball programs later this month to get the schedules set for the Summer. Hard to believe it, but Summer is just around the corner! More detail at our March Parks commission meeting!
19. Thanks in advance to Chair Sutton for attending the Thursday, March 8<sup>th</sup> New Prague Community Ed Advisory Board Meeting. I'm sure he'll have a report ready for our March meeting.
20. A reminder that the next Parks Commission Meeting will be on Tuesday, March 27, 2018 at 4:00 PM at ENM City Hall.