

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, MAY 10, 2018**

**BUSINESS MEETING
7:30 PM**

Invocation – Pastor Deuel of Crossroads Church

1. Call to Order

2. Pledge of Allegiance

3. Adopt/Approve Agenda

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

- a. National Police Week Proclamation
- b. Donation from N.E.W. Lions Donation for Purchase of Narcan

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 April 26, 2018 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Adopt Resolution 18-22 Requesting an Extension to the Metropolitan Council's 2040 Comprehensive Plan Submission Deadline
- d. Approve 2018 Recycling Agreement with Scott County
- e. Elko New Market Fire Relief Association Annual Dance
 - i. Adopt Resolution 18-26 Approving Outdoor Concerts and Events Permit
 - ii. Adopt Resolution 18-27 Approving Temporary On-Sale Intoxicating Liquor License
- f. Approve Fiber License Agreement Between City of Elko New Market and Scott Rice Telephone Company (Integra)

7. Public Hearings

8. General Business

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 Commission Update
- h. Other Committee and Board Reports
 - i. Scott County Association for Leadership and Efficiency (SCALE)
 - ii. Minnesota Valley Transit Authority (MVTA)
 - iii. I35 Solutions Alliance
 - iv. Chamber of Commerce
 - v. Regional Council of Mayors
 - vi. Civic & Community Events Committee (CCEC)
 - vii. Downtown Improvement Committee
 - viii. 50 By 30 Collective Impact Project
 - Steering Committee
 - Transportation Committee
 - Housing Committee
 - Workforce Committee

10. Discussion by Council

11. Adjournment



STAFF MEMORANDUM

SUBJECT:	Proclamation for National Police Week
MEETING DATE:	May 10, 2018
PREPARED BY:	Steve Mortenson, Chief of Police
REQUESTED ACTION:	Proclaim the week of May 13 to 19, 2018 as National Police Week

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:

Nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries. Since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty. To recognize and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy, staff is requesting the City Council proclaim **the week of May 13 to 19, 2018** as National Police Week.

Attachments:

National Police Week Proclamation

PROCLAMATION FOR NATIONAL POLICE WEEK 2018

To recognize National Police Week 2018 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Elko New Market Police Department;

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 30th Annual Candlelight Vigil, on the evening of May 14, 2018;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff;

THEREFORE, BE IT RESOLVED that the City of Elko New Market formally designates May 13th-19th, 2018, as Police Week in Elko New Market, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.



STAFF MEMORANDUM

SUBJECT:	Donation from N.E.W. Lions Club for Purchase of Narcan
MEETING DATE:	May 10, 2018
PREPARED BY:	Steve Mortenson, Chief of Police
REQUESTED ACTION:	Accept the Donation from N.E.W. Lions Club for Purchase of Narcan to be Equipped in each Police Squad Car.

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 Opioid epidemic regularly covered in the news. The State of Minnesota alone seen a 9.2 percent increase in deaths from Opioid overdose in 2016 from 2015. In 2016, **637** deaths were reported in MN compared to **583** deaths in 2015 (latest available data from the MN Commissioner of Health – preliminary data.) Nationally, it is estimated that **115** deaths occur daily from Opioid overdose.

In January 2018, the Elko New Market Police & Fire Departments responded to such a call. Neither department currently carries doses of Naloxone (Narcan) a medication that can reverse the effects of an Opioid overdose and possibly save the life of the person who has overdosed. Fortunately, Northfield Ambulance/Paramedics were nearby and were able to administer a dosage of Narcan and a life was saved.

Narcan is not a cheap medication to keep on hand for First Responders. A single dose has a cost of approximately \$60 and has an expiration of one year. If not used within the one year expiration, it must be discarded.

Members of the **New Market Elko Webster** Lions Club (N.E.W.) recognize the importance of **all** First Responders in the community to carry such medication. N.E.W. members have spoken and coordinated with staff to provide a donation, so dosages of Narcan can be readily available in each Elko New Market police car. They understand the importance of quick administering of the drug can save a life and realize the police officers are often the first on a medical scene.

Because of their commitment to public safety to the citizens they serve, members of the N.E.W. Lions Club want to make a donation of **\$360** to the Elko New Market Police Department so that the Elko New Market Police Officers can be trained to administer and carry of dosage of Narcan in each squad car. Additionally the donation would allow the Police Department to have 3 extra dosages of Narcan readily available to replace an administered dose.

Staff is requesting the Mayor and City Council to accept this gracious donation from the N.E.W. Lions Club for the purchase of Narcan.

BUDGET IMPACT:

None.

1) CALL TO ORDER

The meeting was called to order by Mayor Crawford at 7:35 p.m.

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

Members Absent: Councilmember Berg

Also Present: City Administrator Terry, City Attorney Poehler, City Engineer Revering, Public Works Superintendent Schweich, Finance Director Zach Doud, Community Development Specialist Christianson and City Clerk Green.

2) PLEDGE OF ALLEGIANCE

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

3) ADOPT/APPROVE AGENDA

MOTION by Councilmember Timmons, second by Councilmember Timmerman to approve the revised agenda.

- a) 6a – Revised April 12, 2018 City Council Minutes
- b) 6f – Resolution 18-18 Approving Preliminary and Final Plat and Development Contract for Boulder Pointe 7th Addition – Moved to 8a
- c) 6j – Resolution 18-24 Approving One Day Gambling Permit for N.E.W. Lions – added to agenda

APIF, MOTION CARRIED

4) PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGEMENTS

State of the District Presentation by New Prague School Superintendent

New Prague Schools Superintendent Tim Dittberner gave a State of the District presentation to the City Council. Specific focus of the presentation was on enrollment trends/projections that factor into possible options for long-term facility planning.

Municipal Clerks Week May 6 – 12, 2018 Proclamation

Mayor Crawford read the Proclamation Declaring May 6 to 12, 2018 Municipal Clerks Week.

5) PUBLIC COMMENT

None

6) CONSENT AGENDA

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

- a) Approve Revised April 12, 2018 Minutes of the City Council Meeting
- b) Approve Payment of Claims and Electronic Transfer of Funds
- c) Approve 2018 Community Picnic Scope and Budget
- d) Approve Application for Firework/Pyrotechnic Special Effects Permit for Elko Speedway
- e) Boulder Pointe 7th Addition
 - a) Adopt Ordinance No. 171 Amending Approved Planned Unit Development
 - b) Adopt Resolution 18-17 Approving Preliminary and Final Plat and Development Contract for Boulder Pointe 7th Addition
- f) Adopt Revised Resolution 18-18 Approving Final Plat and Development Contract for Christmas Pines – moved to General Business 8a
- g) Adopt Resolution 18-20 Approving One Day Temporary On-Sale Liquor License for Elko Baseball
- h) Authorize Purchase of 2003 Caterpillar Front End Loader
- i) Adopt Resolution 18-21 Transfer of Franchise Agreement from Integra Telecom to New Ulm Telecom
- j) Approve Gambling Permit for N.E.W. Lions
 - a) Adopt Resolution 18-24 Approving One Day Gambling Permit on May 4, 2018

APIF, MOTION CARRIED

7) PUBLIC HEARINGS

None

8) GENERAL BUSINESS

Adopt Revised Resolution 18-18 Approving Final Plat and Development Contract for Christmas Pines

MOTION by Councilmember Timmerman, second Councilmember Timmons to adopt Resolution 18-18 Approving Final Plat, Development Contract for Christmas Pines and accepting the Special Assessments contained in the Development Contract. Ayes: Mayor Crawford, Councilmembers Timmerman and Timmons. Abstain: Councilmember Julius for conflict of interest. **MOTION CARRIED**

9) REPORTS

a) ADMINISTRATION

1st Quarter Financial Reports

Zach Doud, City Financial Director, gave the City Council a presentation on 1st Quarter Financial Reports.

Authorize City Administrator to Post Planning Commission Vacancy and Appointment of Selection Committee

City Council directed City Administrator Terry to post the Planning Commission vacancy and designated Councilmember Timmerman to serve on the interview committee.

b) PUBLIC WORKS

Written report included in Council Packet. Public Works Director Schweich gave a brief update to the Council on last snowfall event and a water main break.

c) POLICE DEPARTMENT

Written report included in Council Packet.

d) FIRE DEPARTMENT

None

e) ENGINEERING

None

f) COMMUNITY DEVELOPMENT

Community Development Specialist Christianson continued the community development update discussion from the Work Session.

g) PARKS DEPARTMENT

Written Draft Parks Commission Minutes included in Council Packet.

h) OTHER COMMITTEE AND BOARD REPORTS

i. SCALE

None

ii. MVTA

Councilmember Timmons provided information from the last MVTA Meeting to the City Clerk for distribution to the Council. Councilmember Timmons gave a brief update on the last MVTA Meeting which included discussions on repairs to the Eagan Transit Station, new scheduling process software and that first quarter ridership was down due to storms.

Administrator Terry gave a brief update on his meeting with MVTA representatives regarding ridership.

iii. I35 SOLUTIONS ALLIANCE

None

iv. CHAMBER OF COMMERCE

Councilmember Timmerman updated the Council regarding an upcoming networking event to be held on May 1, 2018 at End Zone.

v. REGIONAL COUNCIL OF MAYORS

None

vi. COMMUNITY AND CIVIC EVENTS COMMITTEE

City Clerk Green gave a brief update on the upcoming Fire Rescue Days Event.

vii. DOWNTOWN IMPROVEMENT COMMITTEE
None

viii. 50 BY 30 COLLECTIVE IMPACT PROJECT

1. Steering Committee – Mayor Crawford updated the Council on the last Steering Committee Meeting which included discussions on requirements for a new project coordinator and that the Intentional Social Interaction (ISI) events were not successful.
2. Transportation Committee - None
3. Housing Committee - None
4. Work Force Committee – Councilmember Timmons updated the Council she had Administrator forward a survey from a 50 x 30 Work Force Committee work session for Council to review and complete. Councilmember Timmons informed the Council that a survey had been sent to employers within Scott County to get their feedback.

10) DISCUSSION BY COUNCIL

City Position on Element of HF3369

Councilmember Timmons requested the City Council approve a City position with regards to HF 3369, the omnibus transportation policy bill. Specifically, Sec. 41 that contains language that would prohibit \$300,000 in general fund dollars for Orange Line. The I35 Corridor Solutions Alliance has taken an opposition position to the language and is requesting members to contact their Representative on this item. Council directed City Administrator Terry to create a letter in opposition of the HF3369 policy bill, Sec. 41 and also contact the City's State Representative.

Adopt Resolution 18-25 Supporting Trunk Highway 77 Northbound Mnpass Lane Addition in Apple Valley and Eagan

Mayor Crawford requested that the Council adopt a Resolution of Support for Trunk Highway 77 Northbound Mnpass Lane Addition in Apple Valley and Eagan. After discussing this item, a **MOTION** was made by Councilmember Julius, second Mayor Crawford to adopt Resolution 18-25 supporting trunk highway 77 northbound MnPass lane addition in Apple Valley and Eagan. **APIF, MOTION CARRIED**

11) ADJOURNMENT

MOTION by Councilmember Timmerman, second by Councilmember Julius to adjourn the meeting at 9:03 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	May 10, 2018
PREPARED BY:	Lelia Leonhardt, Accountant
REQUESTED ACTION:	Approve Payment of Current Claims

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND

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

BUDGET IMPACT:

Budgeted

Attachments:

- Check Summary Register

CITY OF ELKO/NEW MARKET

*Check Summary Register©

May 2018

Name	Check Date	Check Amt
<u>AUTO PAYS</u>		
Paid Chk# 005485E XCEL ENERGY	5/1/2018	\$4,435.06 601 Main Street
Paid Chk# 005486E HEALTH PARTNERS	5/1/2018	\$12,706.91 MEDICAL INS - MAY
Paid Chk# 005487E SUN LIFE FINANCIAL	5/1/2018	\$1,088.68 Life Insurance
Paid Chk# 005488E DELTA DENTAL OF MINNESOTA	5/1/2018	\$934.80 DENTAL INS - MAY 2018
Paid Chk# 005489E VOID	4/25/2018	\$0.00 VOID
Paid Chk# 005490E MN DEPARTMENT OF COMMERCE	4/25/2018	\$138.00 REVERSE CHECK #33900 - UNCLAIMED
Paid Chk# 005491E PERA	5/3/2018	\$7,186.00 Vendor Liability
Paid Chk# 005492E MN DEPT OF REVENUE	5/3/2018	\$2,205.63 Vendor Liability
Paid Chk# 005493E INTERNAL REVENUE SERVICE	5/3/2018	\$9,901.65 Vendor Liability
Paid Chk# 005494E NEW MARKET STATE BANK	5/3/2018	\$15.00 MAY PAYROLL ACH FEE
Paid Chk# 005495E HEALTH EQUITY, INC.	5/3/2018	\$591.53 H.S.A. Employee contribution
Paid Chk# 005496E NEW MARKET STATE BANK	4/19/2018	\$15.00 APR PAYROLL ACH FEE
Paid Chk# 005497E NEW MARKET STATE BANK	4/20/2018	\$15.00 APR PAYROLL ACH FEE
Paid Chk# 005498E MN VALLEY ELECTRIC	4/22/2018	\$164.00 268X XERXES WATER TOWER
Paid Chk# 005499E PAYROLL	4/20/2018	\$104.20 REIMBURSE PERA
Paid Chk# 005500E PAYROLL	5/1/2018	(\$104.20) REVERSE REIMBURSEMENT
Paid Chk# 005501E MINNESOTA ENERGY	5/14/2018	\$712.46 25499 Natchez Ave - WTP
Paid Chk# 005502E MINNESOTA ENERGY	5/15/2018	\$517.91 PW Facility - Gas Utilities
Paid Chk# 005503E MINNESOTA ENERGY	5/15/2018	\$228.88 26518 France Avenue
Paid Chk# 005504E MINNESOTA ENERGY	5/15/2018	\$38.75 26518 France Avenue
Paid Chk# 005505E MINNESOTA ENERGY	5/15/2018	\$22.28 26518 France Avenue
Paid Chk# 005506E MINNESOTA ENERGY	5/17/2018	\$43.35 359 James Parkway
Paid Chk# 005507E MINNESOTA ENERGY	5/17/2018	\$193.71 110 J Roberts Way - Library
Paid Chk# 005508E MINNESOTA ENERGY	5/17/2018	\$22.26 408 Carter Street
Paid Chk# 005509E MN VALLEY ELECTRIC	5/9/2018	\$10.74 City of Elko Park
Paid Chk# 005510E XCEL ENERGY	5/23/2018	\$2,741.33 25499 Natchez Ave - Water Trmt
Paid Chk# 005511E XCEL ENERGY	5/2/2018	\$928.50 26536 France Ave
Paid Chk# 005512E XCEL ENERGY	5/22/2018	\$439.08 Library - 100 J Roberts Way
Paid Chk# 005513E XCEL ENERGY	5/22/2018	\$161.26 Lift Station / 10010 Ptarmigan
Paid Chk# 005514E XCEL ENERGY	5/21/2018	\$202.14 Storage
Paid Chk# 005515E XCEL ENERGY	5/22/2018	\$893.52 Park Shelter - 26518 France Av
Total Checks		\$46,553.43

PRE-PAID

Paid Chk# 038441 IUOE LOCAL #49	5/3/2018	\$138.00 MAY 2018 DUES
Total Checks		\$138.00

CHECK REGISTER

Paid Chk# 038442 ACE HARDWARE & PAINT2	5/10/2018	\$44.62 BUILDING MAINTENANCE
Paid Chk# 038443 ASPEN EQUIPMENT CO.	5/10/2018	\$6,559.00 PLOW FOR TRUCK #424
Paid Chk# 038444 BAYCOM, INC	5/10/2018	\$14,754.00 NEW SQUAD LAPTOPS (3)
Paid Chk# 038445 BENEFIT EXTRAS, INC	5/10/2018	\$350.00 COBRA ADMIN SETUP FEE
Paid Chk# 038446 BOLTON & MENK	5/10/2018	\$34,845.00 LIFT STATION BOULDER HEIGHTS -
Paid Chk# 038447 CAMPBELL KNUTSON	5/10/2018	\$3,415.10 GENERAL - MARCH 2018
Paid Chk# 038448 CINTAS CORPORATION NO. 2	5/10/2018	\$8.90 UNIFORMS
Paid Chk# 038449 CORPORATE CASUALS	5/10/2018	\$227.86 City Apparel
Paid Chk# 038450 CULLIGAN BOTTLED WATER	5/10/2018	\$12.75 Bottled Water
Paid Chk# 038451 EMERGENCY APPARATUS	5/10/2018	\$4,778.43 CODE 3 CHIEF 1 VEHICLE
Paid Chk# 038452 FASTENAL COMPANY	5/10/2018	\$316.97 PW - SMALL TOOLS
Paid Chk# 038453 FRANCO TYP-POSTALIA, INC.	5/10/2018	\$120.00 Machine Rental 04/24-07/23
Paid Chk# 038454 KELLEY FUELS, INC.	5/10/2018	\$2,121.66 PW - Fuel
Paid Chk# 038455 LARKSTUR ENGINEERING	5/10/2018	\$358.54 PW - FLEET
Paid Chk# 038456 LEAGUE OF MN CITIES	5/10/2018	\$400.00 2018 ANNUAL CONF. - BOB CRAWFO
Paid Chk# 038457 LIGHTFIELD LLR CORP	5/10/2018	\$63.00 WEAPON SUPPLIES
Paid Chk# 038458 METROPOLITAN COUNCIL	5/10/2018	\$22,568.75 RES. CAP LOAN - 2018 (3 OF 10)
Paid Chk# 038459 METROPOLITAN COUNCIL	5/10/2018	\$8,987.10 RES CAP LOAN - 2016 (14 OF 21)
Paid Chk# 038460 MN CRITTER GETTERS, INC.	5/10/2018	\$1,174.00 Monthly Animal Control
Paid Chk# 038461 MN SECRETARY OF STATE-	5/10/2018	\$120.00 NOTARY - LELIA LEONHARDT
Paid Chk# 038462 MUNICIPAL INSPECTIONS, INC.	5/10/2018	\$6,428.07 EROSION CONTROL/BUILDING PERMITS

CITY OF ELKO/NEW MARKET

*Check Summary Register©

May 2018

Name	Check Date	Check Amt
<u>CHECK REGISTER CONTINUED</u>		
Paid Chk# 038463	MVTL LABORATORIES	5/10/2018 \$95.00 PW - Water Testing
Paid Chk# 038464	NORTHWEST ASSOCIATED	5/10/2018 \$3,026.55 PLANNING MEETINGS - MAR18
Paid Chk# 038465	NORTHLAND PEST CONTROL	5/10/2018 \$21.25 Pest Control - Library
Paid Chk# 038466	QUILL CORPORATION	5/10/2018 \$95.46 Operating Supplies
Paid Chk# 038467	SCHRADERS LAW ENFORCEME	5/10/2018 \$290.00 BADGES FOR NEW OFFICERS
Paid Chk# 038468	C/O SHRED RIGHT	5/10/2018 \$54.00 Shredding
Paid Chk# 038469	STREICHER'S INC	5/10/2018 \$761.29 AMMUNITION
Paid Chk# 038470	TUPY & KUBES TREE SERVICE	5/10/2018 \$390.00 TREE REMOVAL
Paid Chk# 038471	XEROX CORPORATION	5/10/2018 \$538.05 Copier
Paid Chk# 038472	ZARNOTH BRUSH WORKS, INC.	5/10/2018 \$393.90 PW - Fleet Maint & Equip
Paid Chk# 038430	NAPA AUTO PARTS	4/26/2018 \$18.48 AIR COMPRESSOR BELT
Paid Chk# 038431	NORTHLAND PEST CONTROL	4/26/2018 \$21.25 Pest Control - Library
Paid Chk# 038432	RIGID HITCH INCORPORATED	4/26/2018 \$446.41 PW - SMALL TOOLS
Paid Chk# 038433	SCOTT COUNTY TREASURER	4/26/2018 \$270.00 MDT STATE ACCESS - Q1 2018
Paid Chk# 038434	SCOTT COUNTY ATTORNEY	4/26/2018 \$3,764.93 1ST QTR FINES - MAR18
Paid Chk# 038435	SUEL PRINTING COMPANY	4/26/2018 \$100.00 Legal Ad
Paid Chk# 038436	MOVIE LICENSING USA	4/26/2018 \$437.00 MOVIE LICENSE - 2/5/18 - 2/4/19
Paid Chk# 038437	UNIQUE PAVING MATERIALS	4/26/2018 \$276.25 STREETS COLD UPM MIX
Paid Chk# 038438	VAN IWAARDEN ASSOCIATES	4/26/2018 \$1,350.00 2017 GASB 67/68 - 50% PER AGREE
Paid Chk# 038439	VISA	4/26/2018 \$1,432.69 4/1/18 STATEMENTS
Paid Chk# 038440	ZIEGLER INC.	4/26/2018 \$3,910.93 PW - Fleet Maint & Equip

Total Checks \$113,319.25

DIRECT DEPOSITS

Paid Chk# 501719E	Bi-Weekly ACH	4/19/2018 \$104.20
Paid Chk# 501667E	Bi-Weekly ACH	4/19/2018 \$33,313.21

Total Checks \$32,416.23



STAFF MEMORANDUM

SUBJECT:	2040 Comprehensive Plan - Request for Extension to Submission Deadline
MEETING DATE:	May 10, 2018
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	Approve Resolution 18-22 Requesting Extension to Metropolitan Council's 2040 Comprehensive Plan Submission Deadline

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

As the City Council is aware, work on the City's 2040 Comprehensive Plan is underway. Mandated by the Metropolitan Council, the Plan submission deadline for communities in the seven-county metropolitan area is December 31, 2018.

While the City's work program for the Comprehensive Plan project recognizes such deadline and includes a corresponding timeline, Staff workloads (planning and engineering) and development application obligations have resulted in a limited amount of time available to devote to the Comprehensive Plan work. As a result, it is estimated that the project is approximately 10 months behind the original work program schedule.

With the preceding in mind, Staff requests direction from the City Council regarding a requested one-year extension to the Metropolitan Council's the 2040 comprehensive plan deadline (from December 31, 2018 to December 31, 2019).

DISCUSSION:

The Metropolitan Council provides an opportunity for communities within the seven-county metropolitan area to request an extension to the 2040 Comprehensive Plan submission deadline (December 31, 2018). As part of such request, the following must be provided to the Metropolitan Council's Reviews Coordinator by May 31, 2018:

- 1) A City Council resolution directing the request for extension.
- 2) A completed 2040 Comprehensive Plan Extension Request Form.

A draft resolution and a copy of the extension request form are attached to this memorandum.

In terms of project status, all planning and engineering related chapters of the Plan have been prepared in draft form. Not all chapters have however, been reviewed by the Planning Commission and City Council, a public open house to gain public input has not yet been held.

In consideration of the project timeline, it is important to recognize that adjacent communities and affected school districts must be provided up to six months to review the draft 2040 Comprehensive Plan document. The six-month review is required prior to the Plan being submitted to the Metropolitan Council, and would take place within the requested one-year extension.

BUDGET IMPACT:

The approved budget for the planning-related work associated with the City's 2040 Comprehensive Plan is \$43,890. The potential exists for the proposed one-year extension (to the Plan submission deadline) to result in some modest/nominal additional costs.

ACTION REQUESTED:

Approval of Resolution 18-22 regarding a request to extend the Metropolitan Council's 2040 Comprehensive Plan submission deadline (from December 31, 2018 to December 31, 2019) and direct Staff to forward the 2040 Comprehensive Plan Extension Request to the Metropolitan Council Reviews Coordinator.

Attachments:

- City Council Resolution 18-22
- Metropolitan Council 2040 Comprehensive Plan Extension Request Form
- Revised Timeline

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

RESOLUTION NO. 18-22

**RESOLUTION DIRECTING PLANNING STAFF TO REQUEST
AN EXTENSION TO THE METROPOLITAN COUNCIL'S
2040 COMPREHENSIVE PLAN SUBMISSION DEADLINE**

WHEREAS, the City of Elko New Market is required by Minnesota Statutes and the Metropolitan Council to adopt and update its Comprehensive Plan on a periodic basis; and

WHEREAS, the Metropolitan Council requires 2040 Comprehensive Plan updates to be submitted (to the Metropolitan Council) by December 31, 2018; and

WHEREAS, Elko New Market Planning Staff prepared, and the City Council approved, a 2040 Comprehensive Plan work program which incorporated a project timeline which meets the Metropolitan Council's Plan submission deadline; and

WHEREAS, Elko New Market Planning and Engineering Staff is in the process of preparing the City's draft 2040 Comprehensive Plan and intends to meet the content requirements imposed by Minnesota Statutes and the Metropolitan Council's guidelines;

WHEREAS, Elko New Market Planning and Engineering Staff has encountered significant volumes of time sensitive development work which has exceeded expectations; and

WHEREAS, such work volumes have resulted in an inability of the City to devote staff resources (planning and engineering) to the Comprehensive Plan work; and

WHEREAS, the lack of staff resources has impacted the ability of the City of Elko New Market to meet the required December 31, 2018 Comprehensive Plan submission deadline established by the Metropolitan Council; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby directs Planning Staff to request a one-year extension to the Metropolitan Council's December 31, 2018 Comprehensive Plan submission deadline.

PASSED, ADOPTED AND APPROVED this 10th day of May, 2018.

Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

2040 COMP PLAN EXTENSION REQUEST

Please send your completed request form and accompanying Resolution via email or mail to the **Reviews Coordinator** at the Metropolitan Council by **May 31, 2018**. Your responses to the following questions will provide the Metropolitan Council with information needed to review your extension request.

1. Please provide the following information:

Community Name	
Contact Person	
Request Date	
Phone Number	
Email Address	

2. **PLANNING PROCESS TIMELINE:** Please provide the target dates for each step of the planning process identified below. If you have already completed a step, indicate “completed” with the date in the table.

Process Step	Target Date
Completion of draft plan text and mapping	
Initiation of 6-month review/comment period by adjacent jurisdictions, affected special districts, and school districts	
Public hearing date	
City Council / Town Board / County Board action	
Date of plan submission to the Metropolitan Council	
Completion of fiscal devises and official controls review/amendment	

3. **PLANNING ISSUES:** Please identify the issue(s) below that are contributing to the need for the requested extension.

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Staff workload <input type="checkbox"/> Contract planner delays <input type="checkbox"/> Issues affecting adjacent communities <input type="checkbox"/> Data/mapping/GIS <input type="checkbox"/> Area development or redevelopment plan(s) in process <input type="checkbox"/> Planning Commission/City Council/Board member concerns <input type="checkbox"/> Population, household, employment forecast issues <input type="checkbox"/> Sewer flow forecast issues <input type="checkbox"/> MUSA/Growth staging plan <input type="checkbox"/> Public participation process <input type="checkbox"/> Density policy issues | <ul style="list-style-type: none"> <input type="checkbox"/> Community Designation considerations <input type="checkbox"/> Development of plan components: <ul style="list-style-type: none"> <input type="radio"/> Existing Land Use <input type="radio"/> Future Land Use <input type="radio"/> Housing <input type="radio"/> Surface Water Management <input type="radio"/> Transportation <input type="radio"/> Wastewater <input type="radio"/> Parks and Trails <input type="radio"/> Water Supply <input type="radio"/> Implementation <input type="radio"/> Mississippi River Corridor Critical Area (MRCCA) <input type="radio"/> Other _____ |
|---|---|

4. Mark all that apply to your community.

- Planning Grant recipient
- Mapping Services requested

5. **ADDITIONAL INFORMATION:** Please provide explanation of the planning issues checked on the previous page. Include a realistic appraisal of your community's ability to submit your updated plan for review by indicated deadline, as well as the subsequent review/amendment of fiscal devices and official controls.

Please contact your **Sector Representative** if you need any assistance.

**ELKO NEW MARKET
2040 COMPREHENSIVE PLAN
PROJECT TIMELINE**

Working backward from the extended submission deadline of December 31, 2019, the following general timeline is proposed:

- October 2018** **Draft Plan Completion:** Staff completes a draft copy of the Comprehensive Plan Update document.
- Planning Commission/City Council Review:** Staff presents draft Plan elements to Planning Commission and City Council.
- November 2018** **Draft Plan Public Review:** Open House is held to present draft Plan Update.
- December 2018** **Joint Public Hearing #1:** The Planning Commission and City Council hold joint a public hearing to review Plan, take public testimony, and (if deemed ready) recommend referral to adjacent governmental units and affected school districts. Public hearing is continued. If necessary, Plan is revised to address comments.
- January 2019** **Six Month Circulation Period:** Copies of the Plan are distributed. Maximum six-month review period set by Metropolitan Land Planning Act (MLPA) to allow adjacent governmental units and affected school districts to comment on Plan.
- July 2019** **Joint Public Hearing #2:** Once all comments (or waivers) are received from adjacent governmental units or affected school districts, the Planning Commission and City Council re-open the continued public hearing to consider adjacent community comments and any further public testimony (*potential exists for comment period of less than six months*).
- December 2019** **City Council Preliminary Action:** Taking into account received comments, the City Council preliminarily approves Plan and recommends referral to Metropolitan Council.
- Metropolitan Council Submittal:** In satisfaction of the extended December 31, 2019 deadline, City Staff submits Plan with comments and subsequent responses, if any, to the Metropolitan Council.

- January 2020** **Metropolitan Council Completeness Review:** The Metropolitan Council conducts initial Plan review to determine completeness (15 working days after the Council receives the Plan). The City is notified whether the Plan is complete.
- April 2020** **Metropolitan Council Review:** If deemed complete, the Metropolitan Council staff reviews the Plan for conformance, consistency and compatibility (*up to 120 days*).
- Metropolitan Council Findings:** The Metropolitan Council prepares staff report, findings and recommendations, for presentation to Metropolitan Council Community Development Committee.
- May 2020** **Metropolitan Council Approval:** The full Metropolitan Council considers Plan and, if approved, directs the City of Elko New Market to put the Plan in effect in a written notification.
- June 2020** **City Council Final Action:** The City Council formally adopts the Plan.



STAFF MEMORANDUM

SUBJECT:	2018 Recycling Agreement with Scott County
MEETING DATE:	May 10, 2018
PREPARED BY:	Mark Nagel, Assistant City Administrator
REQUESTED ACTION:	Approve Recycling Program Agreement with Scott County and authorize the Mayor and City Administrator to execute the Agreement

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 year, Staff has applied for and received funding through Scott County for the City Cleanup Day to help offset the cost of providing this service to residents and for the past five (5) years. The City and New Market Township have worked cooperatively on provision of this program to residents of both the City and the Township.

The scheduled Annual Spring Cleanup will be held on Saturday, June 9, 2017, from 8:00 AM to 11:30 AM at City Hall. This will be the eleventh (11th) Annual Dropoff Day for the City of Elko New Market and the sixth (6th) year that New Market Township has jointly participated in the Spring Cleanup. In 2017, Staff instituted changes in operating Dropoff Day, which resulted in the smallest deficit ever for this service.

The City has never charged New Market Township residents a higher fee for participating in a City-sponsored Dropoff Day. In exchange for that practice, New Market Township decided to participate in the Dropoff Day event five (5) years ago when Scott County agreed to allow the Township's allocation to be used for holding the City's Annual Dropoff Day. This provided an additional \$849.94 in grant funds from Scott County for reimbursement of expenses, resulting in a total grant from Scott County of \$1,865.42 for the 2018 event. These funds have a significant impact on helping the City fund this service.

DISCUSSION:

This Agreement with Scott County allows Elko New Market to receive both our reimbursement of eligible expenses and New Market Township's reimbursement of eligible expenses for a total reimbursement of \$1,865.42 upon signature and submission of the attached Agreement.

Staff is recommending the Mayor and City Administrator be authorized to sign that attached Recycling Program Agreement with Scott County.

BUDGET IMPACT:

Reimbursement from Scott County in the amount of \$1,865.42 for expenses related to the City/Township Annual Dropoff Day for residents.

Attachments:

- 2018 Recycling Agreement with Scott County

**COUNTY OF SCOTT
RECYCLING PROGRAM AGREEMENT**

THIS AGREEMENT, by and between the County of Scott, Minnesota, a municipal corporation, hereinafter referred to as the "County," and City of Elko New Market, 601 Main Street, Elko New Market, MN 55054 Minnesota, a municipal corporation, hereinafter referred to as "Provider."

RECITALS:

- a. Pursuant to Minn. Stat. Sec. 373.01, subd. 1(a)(5), each County is a body politic and corporate and may make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate powers.
- b. The purpose of this Agreement is to establish a mechanism for distribution of funds obtained from the Minnesota Pollution Control Agency for a "clean-up day" to be held by the City in accordance with funding requirements for implementation and/or enhancement of recycling programs in cities and townships within Scott County, consistent with the County Solid Waste Master Plan.
- c. Minn. Stat. Sect. 473.8441, establishes the Local Recycling Development Program, providing grants to counties to be distributed by the Minnesota Pollution Control Agency.
- d. Minn. Stat. Sect. 115A.557, establishes the County Waste Reduction and Recycling Funding program and the framework for funds to be distributed by the Minnesota Pollution Control Agency.
- e. Scott County has received funding from the Minnesota Pollution Control Agency, identified as Local Recycling Development Grant.
- f. These funds are to be used for the activities specified in the Minnesota Pollution Control Agency Grant Agreement.
- g. The City intends to administer a city-wide recycling day which would qualify for receiving funds.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the county and Provider hereby agrees as follows:

1. **Compensation and Terms of Payment**

- a. Compensation

The County shall pay to the City a percentage of the grant money available through the County for its one-day city wide clean up on June 9, 2018. The amount of funds available for each Scott County municipality and township is based upon population and a formulation used by the County to determine

shares due to municipalities under the program. This funding is to be used for the development and/or enhancement of recycling programs.

The maximum amount of grant payment available to the City under this Agreement is one thousand eight hundred sixty five and 41/100 Dollars (\$1,865.41).

b. Terms of Payment

1. The County shall pay the City in one lump sum when the City has met the requirements as specified in section 3 of this Agreement.
2. In the event that another jurisdiction participates with the City event, the County shall transfer that participating jurisdiction's allocated share in the program funding to the City's share after receipt of a resolution from the participating jurisdiction indicating involvement. If any portion of the funding is to go to the participating jurisdiction, it shall be the City's responsibility to ensure such payment is made.

2. Condition of Payment

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

3. Scope of Services

A. The City shall organize and facilitate a one-day clean up wherein it shall collect materials from residents.

B. The City is further is obligated and agrees to the following:

1. All recyclables shall be delivered to a licensed recycling facility.
2. Organic materials (yard and tree waste) shall be delivered to a licensed/permitted yard waste compost facility or a permitted land application site.
3. A written report shall be submitted to the County within sixty (60) days of the event, identifying the quantities of materials recycled, the facility to which they were delivered and processed, including actual expenditures and revenues.
4. Only expenditures used for the collection of recyclable material, which results in waste reduction, are eligible for reimbursement from the County's Local Recycling Development Grant. Any solid waste land filled is not included as reimbursable expenditures.

5. The City shall advertise any neighboring jurisdiction's participation and allow its residents to participate in the collection. In the event that a neighboring jurisdiction participates with the City's event, the City shall provide the Authorized Agent of Scott County a copy of any and all such advertisements.

4. Effective Date of Contract

This Agreement shall be effective upon execution by all parties to the Agreement.

5. Term of Contract

This Agreement shall remain in effect until December 31, 2018 or until all obligations set forth in this Agreement have been satisfactorily fulfilled or unless earlier terminated as provided in section 13 of this Agreement.

6. Authorized Agents

Scott County shall appoint an authorized agent for the purpose of administration of this Agreement. The City is notified of the authorized agent of Scott County as follows:

Miranda Chard
Scott County Program Specialist
600 Country Trail E.
Jordan, MN 55352
(952) 496-8043
mchard@co.scott.mn.us

The County is notified the authorized agent for the City is as follows:

Thomas Terry
City Administrator
601 Main Street
Elko New Market, MN 55054
(952) 461-2777

7. County and State Audit

Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

8. Indemnity

All parties to this Agreement recognize each other as a political subdivision of the State of Minnesota. Each party mutually agrees to indemnify, defend and hold harmless the other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement. Each party's obligation to indemnify the other for all claims arising from a single occurrence under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minn. Stat. Sec. 466.04.

9. Insurance

Each Party shall maintain public liability coverage protecting itself, its Board, officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims in amounts which shall, at a minimum, comply with Minn. Stat. Sec. 466.04 and Workers' Compensation and shall be in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

10. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the County. Provider shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

11. Force Majeure

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

12. Data Practices

Provider, its agents, employees and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from Provider's unlawful disclosure, failure to disclose or use of data protected under state and federal laws.

13. Access to Premises

The County shall arrange access as necessary to work sites for Provider for the purpose of performing the work described in this agreement.

14. Termination

This agreement may be terminated by either party, with or without cause upon thirty days (30) days written notice to the authorized agent of Provider or the authorized agent of the County.

15. Independent Contractor

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

16. Notices

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent of Provider, at its address stated herein, or to the authorized agent of the County at the address stated herein.

17. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

18. Successors and Assigns

The County and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall

assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

19. Equal Employment and Americans with Disabilities

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policy, attached hereto and incorporated herein as **Exhibit A** through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

20. Changes/Amendments

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this agreement, or according to other written policies of the original parties.

21. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

22. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Provider relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF ELKO NEW MARKET

(SEAL)

By _____
Robert Crawford, Mayor

And _____
Thomas Terry, City Administrator

Date _____

Date _____

COUNTY OF SCOTT

ATTEST:

By _____
Paul Nelson,
Environmental Services Manager

Date _____

APPROVED AS TO FORM:

By _____
Jeanne Andersen,
Assistant County Attorney

Date _____

EXHIBIT A

POLICY STATEMENT

It is the policy of Scott County Government to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A.

Scott County will not engage in any employment practices which discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Further, Scott County fully supports incorporation of nondiscrimination rules and regulations into contracts and will commit the necessary time and resources to achieve the goals of Equal Employment Opportunity.

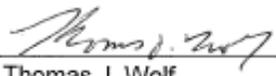
Any employee of the County who does not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor of the County not complying with all applicable Equal Employment Opportunity laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof, including Minnesota Statutes, Chapter 363A, will be subject to appropriate contractual sanctions.

Scott County has designated the Employee Relations Director as the manager of the Equal Opportunity Program. These responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this program, as required by Federal, State, and local agencies. The Scott County Administrator will receive and review reports on the progress of the program. If any employee or applicant for employment believes he or she has been discriminated against, please contact the Scott County Employee Relations Director, Scott County Employee Relations, Government Center Room 201, 200 Fourth Avenue West, Shakopee, Minnesota 55379-1220, or call (952) 496-8103.



Gary L. Shelton
Scott County Administrator

1-2-18
Date



Thomas J. Wolf
Chair, Board of Commissioners

1-2-18
Date



STAFF MEMORANDUM

SUBJECT:	Elko New Market Fire Relief Association Downtown Dance
MEETING DATE:	May 10, 2018
PREPARED BY:	Sandra Green, City Clerk
REQUESTED ACTION:	(1) Approve Resolution 18-26 Approving an Outdoor Concerts and Events Permit for Elko New Market Fire Relief Association (2) Approve Resolution 18-27 Approving a Temporary Liquor License for Elko New Market Fire Relief Association (3) Approve the City Use Agreements between the City of Elko New Market and the Elko New Market Fire Relief Association

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

Each year the Elko New Market Fire Relief Association holds a dance as one of their fund raisers for their retirement pension. In previous years, this event has been held at the Elko New Market Fire Hall and Elko Speedway. In 2014, 2015, 2016 and 2017, the Fire Relief Association requested and received approval by Council to hold this event in the parking lot located at 450 Main Street.

DISCUSSION:

The Elko New Market Fire Relief Association has submitted two Outdoor Concerts and Events applications to include Plan A and Plan B for their fund raiser. The Relief Association's Plan A is the first location planned for this event. Plan B is an alternative location, the Fire Hall at 601 Main Street, in the event of severe weather conditions.

This year, the Elko New Market Fire Relief Association is requesting Council approval to hold their dance fund raiser once again in the parking lot located at 450 Main Street. The Elko New Market Fire Relief Association has received written approval from four of the property owners of the parking lot – John and Molly Mahoney, Josh Storlie and Joe Friedges. Staff is recommending Council approval of two City Use Agreements between the City of Elko New Market and the Elko New Market Fire Relief Association for use of the City's portion of the parking lot located at 450 Main Street and the Elko New Market Fire Hall located at 601 Main Street in case of severe weather conditions. The City Use Agreements are attached for Council review.

In conjunction with the dance, the Elko New Market Fire Relief Association is proposing to contract with The Doublewide and Leo's Bar to serve alcohol within the liquor service area. As in the previous year's event, the Doublewide and Leo's Bar will serve liquor and the Elko New Market Fire Relief will sell beer. In order to serve alcohol at this event, the Elko New Market Fire Relief will need Council and State approval of two Temporary Liquor Licenses. One Temporary Liquor License will be for Plan A – 450 Main Street Parking Lot and one Temporary Liquor License will be for Plan B – 601 Main Street Fire Hall. The Plan A license will allow the Fire Relief Association, The Doublewide and Leo's Bar to serve alcohol in the approved liquor service area and Plan B license will allow only the Fire Relief Association to sell beer at 601 Main Street. Staff has attached the two maps showing the layout/plan for both Plan A (450 Main Street Parking Lot) and Plan B (601 Main Street).

Also, in conjunction with the dance, the Elko New Market Fire Relief Association is requesting Council approval to hold a family friendly Steak Fry on Friday, June 22, 2018 from 5:00 p.m. to 8:00 p.m. located in the same location as the Fire Relief Dance (450 Main Street Parking Lot), with the exception of the city-owned portion and the drive lane between the Doublewide and TDF Liquor. This event will be hosted by the N.E.W. Lions Club. The Lions will furnish all food and service. The Elko New Market Fire Relief Association will take care of the set-up and beer sales. Leo's Bar will serve alcohol in the approved liquor service area. All proceeds from the sale of food will go to the N.E.W. Lions and all sales from liquor will go to Elko New Market Fire Relief Association and Leo's Bar.

To be consistent with last year, the Fire Relief Association is requesting Council approval to start serving food and alcohol at 11:00 a.m. on June 23, 2018. Starting at 1:00 p.m. there will be no activities including music, games, etc. until the end of the parade.

Based on the lack of complaints last year regarding the dance and review of the Outdoor Concerts and Events Permit Application, Staff is recommending:

- A. Approval of the Outdoor Concerts and Events application contingent on the following:
 - Pedestrian Barricades shall be placed on the south side of County Road 2 from Church Street to electrical equipment between the City parking lot and the Windmill driveway. The barricades must be in place after the completion of the parade but before any activities start in the fenced-in premises area.
 - Cleanup of public rights-of-way (streets, sidewalks, boulevards and trails) shall be completed in the following areas by 3:00 p.m. (June 24):
 - CSAH 2 from Webster Street to City Hall
 - Webster Street from CSAH 2 to Seurer Street
 - County Road 2 from Webster Street to Church Street
 - St Joseph Street from Church Street to Webster Street
 - St. Mary Street from Church Street to Webster Street
 - Paul Street from Williams Street to Webster Street
 - Bike path from Church Street to Seurer Street
 - No tents or posts shall be allowed on City property.
 - The event is held consistent with the narrative and diagram provided with the application.

- B. Approval of the Temporary On-Sale Intoxicating liquor application contingent on the following:
 - Consumption of alcohol is provided only within the fenced-in area shown in the application (the "Premises").
 - The perimeter of the Premises shall be fenced with fencing made out of wooden snow fence or another similar type of sturdy security/safety temporary fencing to control access. Said fencing shall be braced and supported by appropriately weighted fence posts.
 - The fenced area of the Premises shall include only the access points shown in the application diagram which shall be controlled by event staff/volunteers wearing clearly visible identification badges and/or event security clothing at all times during the event.
 - Applicant shall comply with applicable requirements of the City Code and Minnesota Statutes Chapter 340A in the sale of liquor for the event.
 - No liquor shall be sold prior to 11:00 a.m. on June 23, 2018.
 - No liquor shall be sold after 12:30 a.m. or consumed after 1:00 a.m. on June 24, 2018.

- C. Approval of family friendly Steak Fry contingent on the following:
 - Consumption of alcohol is provided only within the fenced-in area shown in the application (the "Premises").
 - The perimeter of the Premises shall be fenced with fencing made out of wooden snow fence or another similar type of sturdy security/safety

temporary fencing to control access. Said fencing shall be braced and supported by appropriately weighted fence posts.

- The fenced area of the Premises shall include only the access points shown in the application diagram which shall be controlled by event staff/volunteers wearing clearly visible identification badges and/or event security clothing at all times during the event.
- Applicant shall comply with applicable requirements of the City Code and Minnesota Statutes Chapter 340A in the sale of liquor for the event.
- No liquor shall be sold prior to 5:00 p.m. on June 22, 2018.
- No liquor shall be sold after 8:00 p.m. or consumed after 8:00 p.m. on June 22, 2018.

Staff is recommending the City Council approve Resolution 18-26 approving an Outdoor Concerts and Events Permits for the Elko New Market Fire Relief Association; Resolution 18-27 approving Temporary Liquor Licenses for Elko New Market Fire Relief Association and Approve the City Use Agreements for Plan A and Plan B.

BUDGET IMPACT:

None

Attachments:

- Elko New Market Fireman's Relief Association Letter of Intent
- 2018 Street Dance Letter to City of Elko New Market City Council & Staff
- Plan A Map #1 (450 Main Street Parking Lot) Street Dance Layout
- Plan A Map #2 (450 Main Street Parking Lot) Street Dance Parking Detail
- Plan B Map (601 Main Street) Street Dance Layout
- City Use Agreement between the City of Elko New Market and the Elko New Market Fire Relief Association for City's portion of the parking lot located at 450 Main Street
- City Use Agreement between the City of Elko New Market and the Elko New Market Fire Relief Association for the Elko New Market Fire Hall located at 601 Main Street
- Resolution 18-26 Outdoor Concerts and Events Permit for Elko New Market Fire Relief Association
- Resolution 18-27 Temporary On-Sale Intoxicating Liquor License for Elko New Market Fire Relief Association

LETTER OF INTENT

The Elko New Market Fireman's Relief Association would like to propose a "Street Dance" on Saturday the 23th of June 2018 following the Parade. In conjunction with the Parade the Elko New Market Relief Association would like to set up a perimeter on the Co-owned Parking Lot allowing us to secure a Liquor License. The "Parking Lot" referenced is that owned by the City of Elko New Market, John E. Mahoney, and Joe Friedges. A lease agreement will be signed by all owners as well as Josh Storlie to utilize the parking lot of The Doublewide. This area will be fenced off and held secure by the Elko New Market Fire Relief members and volunteers. The Elko New Market Fire Relief Association would like to serve beer in the secured area starting at 11:00 a.m. on June 23, 2018 until 12:30a.m. on June 24, 2018. The Doublewide and Leo's Bar will also hold a Liquor License in the closed perimeter to sell liquor during the same timeline. The area will be open to all ages. Patrons will be I.D.'d and given a wristband. The Elko New Market Fire Relief Association will work in conjunction with Leo's Bar and The Doublewide. We hope to utilize our Liquor Licenses together to allow patrons to walk freely within our perimeter. Wristbands will be issued to all attendees 21 years of age and older. Elko New Market Relief members will be at all of the entrances and throughout the event. Several parking spaces will be made available for the customers of the businesses on Church Street and TDF Liquor. The food sales will be provided by the Elko New Market Fire Relief Association including but not limited to burgers, brats, walking tacos, chips, etc. Please refer to the attached drawings for further information on the locations perimeters. All necessary power will be supplied by the Elko New Market Fire Relief Association, The Doublewide, and Leo's Bar. In case of necessary evacuation, all patrons will be escorted to Leo's Bar and Doublewide Saloon for shelter. The shuttle busses will also be assisting to bring patrons to safety.

In addition to the proposed Street Dance we would like to hold a family friendly Steak Fry Friday night June 22, 2018, hosted by the N.E.W. Lions Club. The Lions will furnish all the food and service. The Elko New Market Fire Relief Association will take care of the set up and beer sales. Leos bar will be serving liquor at the steak fry during this time as well. This event will take place at the same location as the Street Dance (450 Main Street) with the exception of the city owned portion and the drive lane between the Doublewide and TDF liquor. This event will take place from 5 – 8p.m.

As a Plan B, we propose the following...

The timeline of events and activities will remain the same as previously stated. All events will now be held at the Fire Station at 601 Main Street. The Elko New Market Fire Relief will be the only party selling liquor/beer. Leo's and The Doublewide will not be selling anything. All patrons will be inside of the Fire Hall and in the secured perimeter north of the Hall. We will set up our 40x80 tent to the North of the building to contain the stage for our activities. Shuttle busses will still run as planned. Please see attached layout.

We kindly ask that the City of Elko New Market waive the Outdoor Events Permit Fee

2018 STREET DANCE

Dear City of Elko New Market Staff and City Council,

Enclosed are two "Outdoor Events Permits" for the Elko New Market Fire Relief Association Street Dance. We have drawn up a PLAN "A" & PLAN "B". Plan "A" will be implemented just as 2014, 2015, 2016, and 2017 in the common parking lot located at 450 Main Street. Plan 'B' will be utilized if inclement weather looks to be inevitable. We will notify the city staff by 8:00A.M. Saturday June 23th if we choose to go with Plan 'B'. An application for temporary liquor license is included with both scenarios.

Our Event is proposed to be the same as last year with the exception of one event to be explained further in the Letter of Intent.

Please feel free to contact us with any and all questions and comments. We look forward to another fun and safe event!

Sincerely,

Elko New Market Fire Relief Association

The schedule of events is proposed as such:

6-21-2018

5:00P.M.: Set up tents, stage, tables, chairs, business parking signs

6-22-2-2018

5:00P.M. -8:00P.M. : N.E.W Lions will Host a family friendly Steak Fry. Elko New Market Fire Relief Association will serve beer. Leo's bar selling liquor.

6 -23-2018

8:00A.M. – 1:00P.M.: Set up tents, tables, chairs and vending trailers. Set up Parade staging and all Parade preparations.

11:00A.M.-1:00P.M.: Beer, liquor, and food, sales begins in the "Parking Lot". A DJ and or Band will be present to provide music/karaoke, and announcements. Free games/activities will be available such as; bean bags, washer toss, ladder golf, etc.

1:00P.M.-End of Parade: Parade. During this time period there will be no activities including music, game, etc. until after the Parade. DJ equipment will be available for use of the Parade if so desired.

End of Parade – 12:30A.M.: Music by DJ, Live Bands, free games/activities will be available such as; bean bags, washer toss, ladder golf, etc.

7:00P.M. – 1:00A.M.: Two free Shuttle busses will be available on designated routes. There will be on Elko bus and a New Market Bus with approximately 12 stops each. Each route will be approximately 20 to 30 minutes. The shuttle busses will run continuously. (Busses will run until all necessary people have gotten a ride)

6-24-18

12:30 Midnight – 1:00A.M.: Escort patrons to bus waiting areas. There will be no liquor sales on site after 12:30 AM. No consumption after 1:00 AM.

1:00A.M. -3:00A.M.: Clean Up. A designated crew of the Elko New Market Fire Relief will pick up all trash and vending equipment. Fencing will be opened to allow pedestrians to walk freely.

7:00A.M.-3:00P.M.: The tents, tables, trailers, etc. will be removed. The toilets and sanitary receptacles will be gathered and placed neatly in the North West corner of the parking lot for pick up on Monday. City streets will be cleaned by

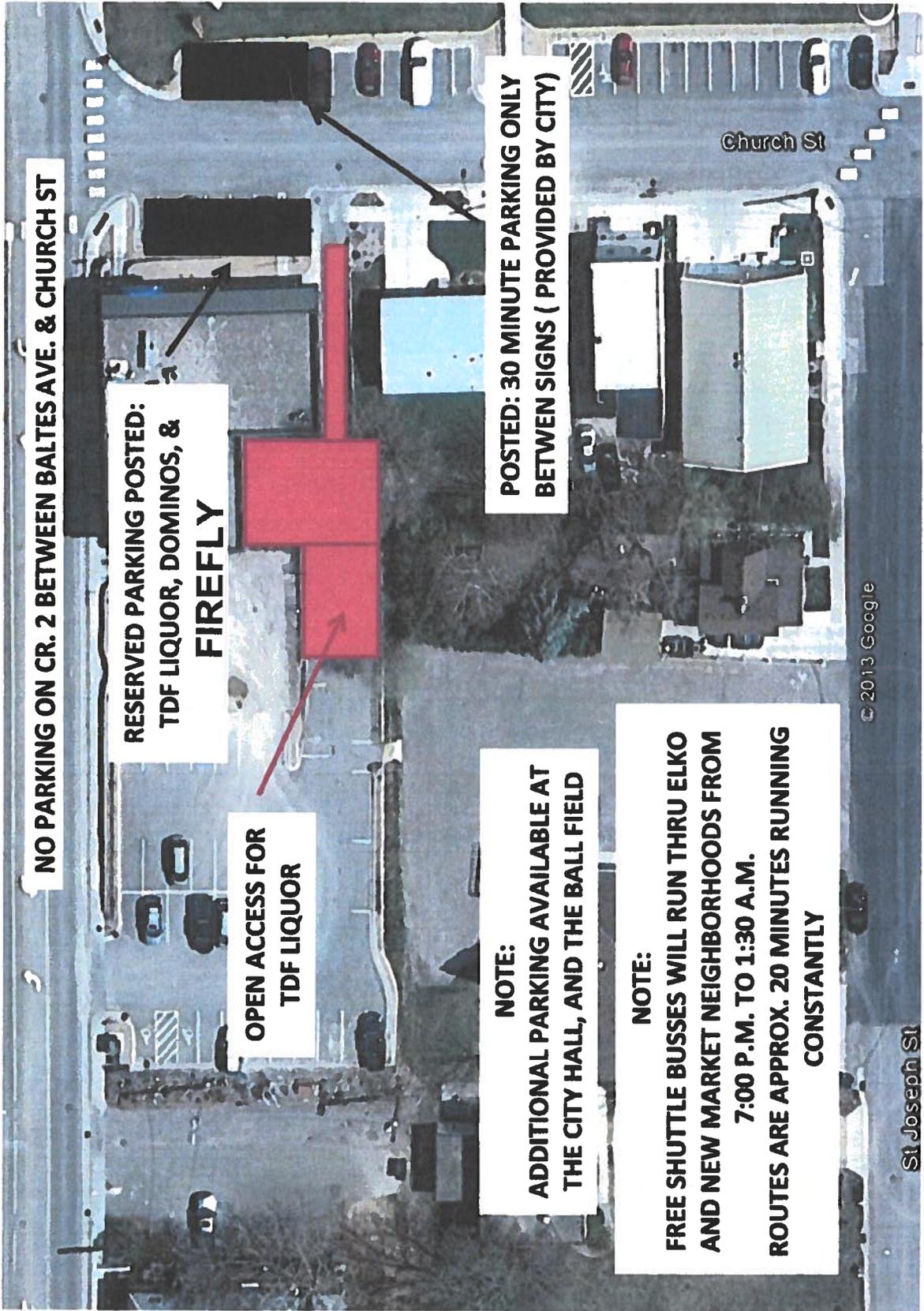
3:00P.M.Sunday. We will clean the following areas:

Webster Street to Church Street between County Road 2 and St Mary's Street

Webster Street to Seurer Street

Paul Street from Williams Street to Webster Street

Bike path from Church Street to Seurer Street



NO PARKING ON CR. 2 BETWEEN BALTES AVE. & CHURCH ST

**RESERVED PARKING POSTED:
TDF LIQUOR, DOMINOS, &
FIREFLY**

**OPEN ACCESS FOR
TDF LIQUOR**

**NOTE:
ADDITIONAL PARKING AVAILABLE AT
THE CITY HALL, AND THE BALL FIELD**

**POSTED: 30 MINUTE PARKING ONLY
BETWEEN SIGNS (PROVIDED BY CITY)**

**NOTE:
FREE SHUTTLE BUSES WILL RUN THRU ELKO
AND NEW MARKET NEIGHBORHOODS FROM
7:00 P.M. TO 1:30 A.M.
ROUTES ARE APPROX. 20 MINUTES RUNNING
CONSTANTLY**

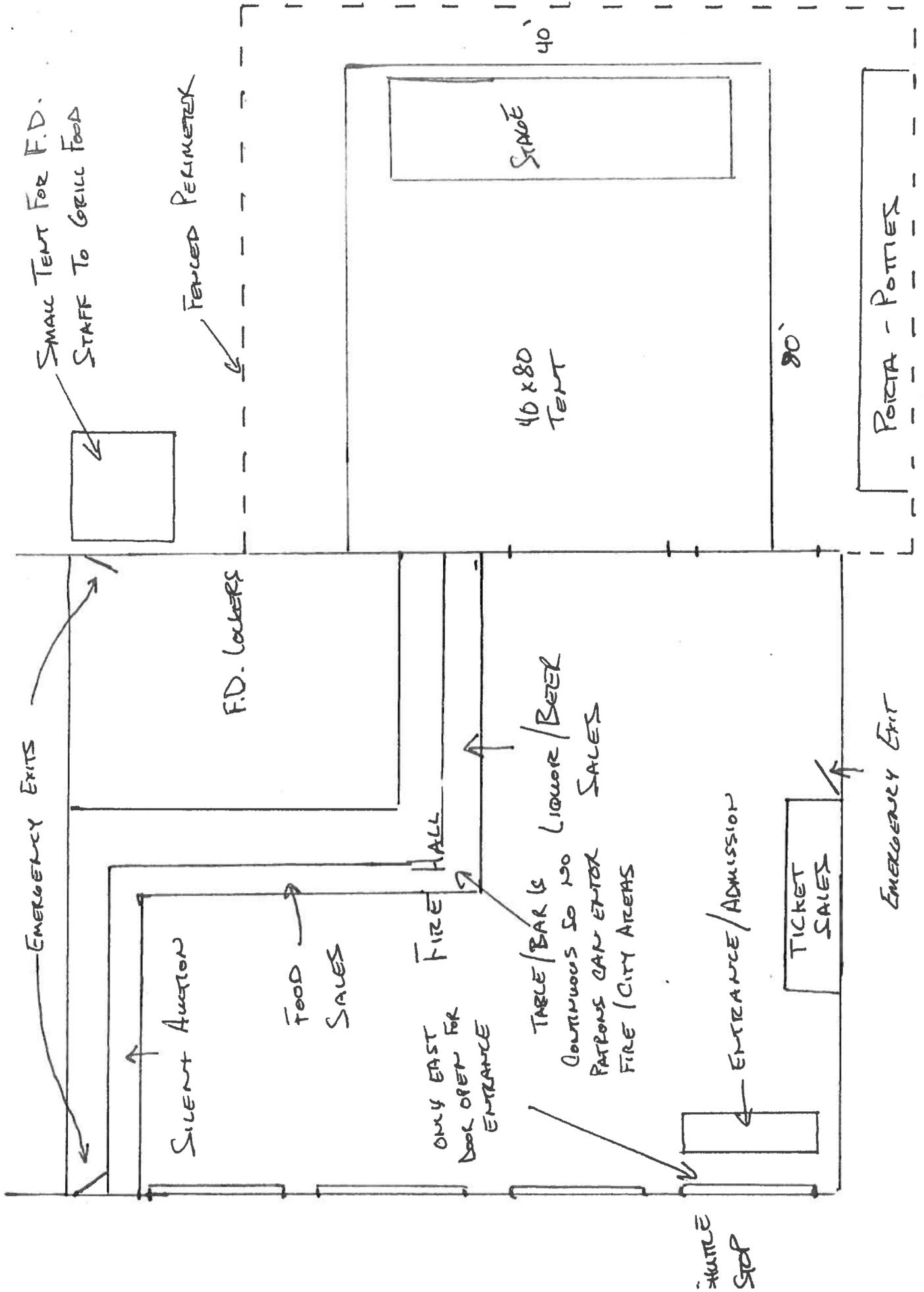
© 2013 Google

St Joseph St

Church St

STREET DANCE PARKING DETAIL

CITY OFFICES OFF LIMITS



Parking Lot Lease Agreement

This Parking Lot Lease Agreement is made and entered into on 4/5/18

(the effective date/s) by and between John E. Mahoney, Molly Mahoney, Josh Storlie, Joe Friedges, & The City of Elko New Market of the Parking lot located between Church Street and Webster Street at Main Street, Elko New Market, MN 55054 (the "Lessors") and the Elko New Market Fire Relief Association of 601 Main Street, Elko New Market, MN 55054 (the "Lessee") collectively known as the "Parties." The Parties hereby agree as follows:

Terms and Conditions

1. Term

Lessors hereby leases the Lessee the parking lot location between Doublewide Saloon and Leo's Bar, 450 Main Street, Elko New Market, MN 55054. The Lease will start on June 22, 2018 and will continue until June 24, 2018.

2. Liability

Lessor shall now be responsible for damage or loss to possessions or items. Lessor shall not be responsible for damage to vehicles or persons caused by other vehicle(s) or person(s) in the parking lot or surrounding area.

3. Entire Agreement

The Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement weather oral or written concerning the subject matter of this Lease. This Lease supersedes any prior written any prior written or oral agreements between the parties.

4. Amendment

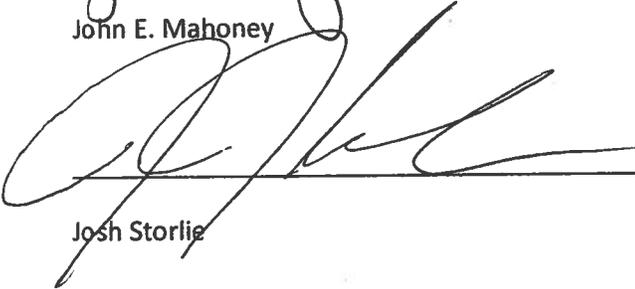
This Lease may be modified or amended in writing, if the writing is signed by the Parties obligated under the amendment.

LESSORS



John E. Mahoney

DATE: 4.26.18



Josh Storlie

DATE: 4-5-18



Joe Friedges

DATE: 4-5-18

DATE: _____

City of E.N.M.

LESSEE

DATE: _____

Elk New Market Fire Relief Association Representative

**USE AGREEMENT
CITY PROPERTY**

This Agreement is made this 10th day of May, 2018, between the City of Elko New Market (City), a Minnesota municipal corporation, through its City Administrator, with offices at 601 Main Street, Elko New Market, Minnesota 55054 and Elko New Market Fire Relief Association (User) a non-profit organization, through its authorized agents undersigned below, with offices at 601 Main Street, Elko New Market. MN 55054.

The purpose of this Agreement is to provide for the scheduling and use of that portion of the Elko New Market City Hall, 601 Main Street, Elko New Market, Minnesota depicted on the attached Exhibit A ("City Property") to the User for the following purposes:

TO BE COMPLETED BY USER:

Name of event: Downtown Dance

Date of event: June 23, 2018 and June 24, 2018 Hours of use: 11:00 a.m. on June 23, 2018 and 1:00 a.m. on
June 24, 2018

Description of event: Fund raiser event for the Elko New Market Fire Relief Association

Who is allowed to attend event: Open to the Public

Number of individuals expected to attend event: 800

Description of alcohol service, if any: The Elko New Market Fire Relief Association will serve beer and liquor.

ALL liquor sales and service will be within the approved liquor service premises.

The City agrees to allow the use of the City Property by the User, subject to the conditions, rules, regulations and policies set forth by the City of Elko New Market. It is further mutually agreed that the conditions, rules, regulations and policies, hereto attached as Exhibit B, are made a part of this Agreement. The User shall be responsible for clean-up of the City Property and facilities following use of the City Property, including the pick up and proper disposal of all trash, litter or other debris left on the City Property occasioned by the User's use.

Except to the extent due to the sole negligence or willful misconduct of the City, its agents or employees, the City shall not be liable to the User or its employees, volunteers, clients, guests or invitees to the City Property for any loss or damage due to personal injury or property damage for any reason whatsoever. The User shall be liable to the City for any loss or damage to the City Property or its facilities occasioned by, or in connection with the use of the City Property by the User, its employees, volunteers, clients, guests or invitees.

Except to the extent due to the sole negligence or willful misconduct of the City, its agents or employees, the User agrees to defend, indemnify and hold harmless the City and its officers, agents, and employees from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments of whatever nature arising out of the use of the City Property by User, its officers,

agents, employees, guests or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of the City Property by the User, guests or invitees.

The User, before using said premises, shall provide proof of insurance, to be approved by the City Attorney, adding the City as an additional insured by endorsement for User's use of the Area Hall.

The City shall furnish space at the City Property as provided herein, except that the City reserves the right to: a) cancel this Agreement for any default or breach of this Agreement by the User or its clients, guests or invitees; or b) reschedule the dates or times of use by the User provided under this Agreement, if the City deems necessary.

The User shall not assign this Agreement nor suffer any use of said premise other than herein specified nor sublet the premises or any part thereof without the written consent of the City.

Either party may terminate this Agreement at any time upon providing written notice of termination to the other Party at the respective addresses listed above.

By signing this Agreement the User acknowledges he/she has reviewed and understands the City's policies regarding the use of the facility.

CITY OF ELKO NEW MARKET

USER

City Administrator Date

City Clerk Date

By Jodi Muelken

Its President

601 Main St. Elko New Market

952 484 8693

(Address)
(Telephone Number)

5/2/18

Date

EXHIBIT "A"
CITY PROPERTY LEGAL DESCRIPTION

A Parcel of land in the Northeast Quarter of the Northwest Quarter of Section 28, Township 113 North, Range 21 West described as follows:

Starting at a point 357 feet East of the Northwest corner of said Northeast Quarter of the Northwest Quarter of said Section 28 and running thence South a distance of 127.5 feet; running thence East a distance of 40.5 feet; running thence North a distance of 127.5 feet; and running thence West a distance of 40.5 feet to the place of beginning.

EXCEPTING therefrom that part within the following described parcel:

Beginning at the northwest corner of Lot 3, Block 1, BALTES AND KREMER'S ADDITION TO THE TOWNSITE OF NEW MARKET, according to the recorded plat thereof, Scott County, Minnesota; thence southerly along the west line of said Lot 3 to the southwest corner of said Lot 3; thence westerly along the westerly extension of the south line of said Lot 3 a distance of 12.50 feet; thence northerly, parallel with said west line of Lot 3 to the westerly extension of the north line of said Lot 3; thence easterly along said extension to the point of beginning.

CITY PROPERTY USE RULES

1. User shall keep the City Property in good condition, cleaning the City Property so that it will be in as good or better condition after the use than is was before its use.
2. User shall provide the City with a Certificate of General Liability insurance of not less than \$1,000,000.
3. User shall observe all ordinances, rules, and regulations of the City of Elko New Market, including all regulations posted on the City Property.
4. The City may require security for certain events at the expense of the User.
5. User is responsible for the conduct of all officers, members, employees, agents, guests or invitees on the City Property during the term of use.

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

RESOLUTION NO. 18-26

WHEREAS; the Elko New Market Fire Relief Association has submitted an application for an Outdoor Concerts and Event permit for an event located at 450 Main Street Parking Lot, Elko New Market, Minnesota, 55054 or at the Elko New Market Fire Hall located at 601 Main Street (in the case of severe weather conditions) for June 23 and June 24, 2018;

WHEREAS, the Outdoor Concerts and Events shall include a dance fundraiser to be held from 11:00 a.m. on June 23, 2018 to 1:00 a.m. on June 24, 2018;

WHEREAS; included in the Outdoor Concerts and Events application, the Elko New Market Fire Relief Association is proposing a Steak Dinner event on June 22, 2018 from 5:00 p.m. to 8:00 p.m.;

WHEREAS, the City Clerk reviewed the application and determined that it meets the requirements of the City's Outdoor Concert and Event Ordinance and recommends approval of the permit together with certain conditions for the events;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Elko New Market, Minnesota, that an Outdoor Concerts and Event permit be issued to the Elko New Market Fire Relief Association for the premises located at 450 Main Street Parking Lot, Elko New Market, Minnesota 55054, or at the Elko New Market Fire Hall located at 601 Main Street, Elko New Market, Minnesota 55054 for an event to be held from 5:00 p.m. to 8:00 p.m. on June 22, 2018 and an event to be held from 11:00 a.m. on June 23, 2018 to 1:00 a.m. on June 24, 2018. This permit is issued contingent upon Applicant's compliance with the City's ordinances, including the outdoor concert and event ordinance and noise ordinance and the following conditions:

1. Pedestrian Barricades shall be placed on the south side of County road 2 from Church Street to electrical equipment between the City parking lot and the Windmill driveway. The barricades must be in place after the completion of the parade but before any activities start in the fenced-in premises area.
2. Cleanup of public rights-of-way (streets, sidewalks, boulevards and trails) shall be completed in the following areas by 3:00 p.m.(June 24):
 - o CSAH 2 from Webster Street to City Hall
 - o Webster Street from CSAH 2 to Seurer Street
 - o County Road 2 from Webster Street to Church Street
 - o St Joseph Street from Church Street to Webster Street
 - o St. Mary Street from Church Street to Webster Street
 - o Paul Street from Williams Street to Webster Street
 - o Bike path from Church Street to Seurer Street
3. No tents or posts shall be allowed on City property.
4. The event is held consistent with the narrative and diagram provided with the application.

APPROVED AND ADOPTED this 10th day of May, 2018.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk

CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA

RESOLUTION NO. 18-27

WHEREAS, the Elko New Market Firefighters Relief Association (“Association”) has submitted an application for a Temporary On-Sale Intoxicating Liquor license for a Family Steak Dinner event to be held on June 22, 2018 and a Fire Dance event to be held on June 23, 2018 and June 24, 2018 at the municipal parking lot located south of County Road 2 or at the Fire Hall located at 601 Main Street, as more fully identified in the application (“Event”);

WHEREAS, Association proposes to sell beer at the Family Steak Dinner event under the Association’s Temporary On-Sale Intoxicating Liquor License;

WHEREAS, Association proposes to contract with Leo’s Bar, Inc. under the Association’s Temporary On-Sale Intoxicating Liquor License to cater alcohol at the Family Steak Dinner event;

WHEREAS, Association proposes to contract with Wide Awake Enterprises, LLC dba Doublewide, and Leo’s Bar, Inc. under the Association’s Temporary On-Sale Intoxicating Liquor License to cater alcohol for the Fire Dance event;

WHEREAS; the City has reviewed the Association’s application and has determined that it meets the requirements for issuance of the requested licenses;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elko New Market, Minnesota that a Temporary On-Sale Intoxicating Liquor license is issued to the Association for the Family Steak Dinner and Fire Relief Association Dance Fund Raiser Events in accordance with the following terms and conditions:

1. Consumption of alcohol is provided only within the fenced-in area shown in the application (the “Premises”).
2. The perimeter of the Premises shall be fenced with fencing made out of wooden snow fence or another similar type of sturdy security/safety temporary fencing to control access. Said fencing shall be braced and supported by appropriately weighted fence posts.
3. The fenced area of the Premises shall include only the access points shown in the application diagram which shall be controlled by event staff/volunteers wearing clearly visible identification badges and/or event security clothing at all times during the event.
4. Applicant shall comply with applicable requirements of the City Code and Minnesota Statutes Chapter 340A in the sale of liquor for the event.
5. During the Family Steak Dinner, no alcohol shall be sold prior to 5:00 p.m. on June 22, 2018.
6. During the Family Steak Dinner, no alcohol shall be sold or consumed after 8:00 p.m. on June 22, 2018.
7. During Fire Relief Association Dance Fund Raiser, no liquor shall be sold prior to 11:00 a.m. on June 23, 2018.

8. During Fire Relief Association Dance Fund Raiser, no liquor shall be sold after 12:30 a.m. or consumed after 1:00 a.m. on June 24, 2018.

APPROVED AND ADOPTED this 10th day of May, 2018.

CITY OF ELKO NEW MARKET

By: _____
Robert Crawford, Mayor

ATTEST:

Sandra Green, City Clerk



STAFF MEMORANDUM

SUBJECT:	Fiber License Agreement
MEETING DATE:	January 11, 2018
PREPARED BY:	Thomas Terry, City Administrator
REQUESTED ACTION:	Approve Fiber License Agreement between the City of Elko New Market and Scott Rice Telephone Company

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

Fiber optic cable provides Elko New Market with the most consistent and reliable network connectivity between all physical Elko New Market locations. Of the options available for network connectivity (broadband, copper or point to point wireless) fiber is the best option for Elko New Market. When comparing the options and using the criteria of speed, distance, supportability, scalability, cost and building to the future fiber is the best option for Elko New Market now and into the future.

The Police Department will see a huge benefit from fiber connectivity. Currently the existing breathalyzer used for testing alcohol content is not able to reach the BCA/State due to multiple VPN connections. With fiber those multiple VPN connections will no longer be needed. The fiber allows the breathalyzer to connect to the State using one VPN connection. A single VPN connection is an industry standard and fiber brings that standard to Elko New Market.

DISCUSSION:

Staff reviewed multiple options for the installation of fiber to the Police Department. The options included:

- Option 1 – In this option, the City would install and own the fiber at an estimated cost of \$40,000. The upfront cost is substantial and the City would be responsible for all locates, maintenance and repairs. Maintenance and repairs require contracting for those services either on an ongoing basis or case by case. Line repairs (cut lines, etc.), however, infrequent, could be quite expensive and result in significant downtime. Maintenance and repairs are not included in the cost projections provided below.
- Option 2 – The City would be paying up front for a 20 year fiber lease (\$20,500) and an annual maintenance fee for all locates, maintenance and repairs (\$360). While the long term costs are less than the other options, the long term lease limits flexibility and the upfront cost is also substantial
- Option 3 – This is a fiber lease for an initial period of five years. The lease agreement includes locates, maintenance and repairs. The initial cost is limited (\$2,500) with a monthly fee of \$180. This option provide the most flexibility and lowest cost entry, but would result in the highest cost over an extended time period.

Option	5 Year Cost	10 Year Cost	20 Year Cost
Option 1	\$40,000	\$40,000	\$40,000
Option 2	\$22,300	\$24,100	\$27,700
Option 3	\$13,300	\$24,100	\$45,700

Staff is recommending Option 3, based on lowest entry cost and greater flexibility. The agreement for Option 3 has been provided for consideration.

BUDGET IMPACT:

It should be noted that the installation of the fiber line under all of the options presented would allow the City to eliminate the DSL line currently serving the Police Department at a savings of approximately \$154 monthly. After the initial connection fee of \$2,500, the monthly service fee of \$180 would be largely offset by the \$154 savings from the elimination of the DSL line.

Attachments:

- Fiber License Agreement

FIBER LICENSE AGREEMENT

PARTIES:

Scott-Rice Telephone Co. dba Integra Telecom

City of Elko New Market

TABLE OF CONTENTS

1. License.....	1
2. Term.....	1
3. Consideration.....	2
4. Taxes, Fees, Surcharges and Other Governmental Impositions.....	3
5. Required Rights.....	3
6. Access and Use of the Licensed Fiber.....	4
7. Maintenance.....	5
8. Relocation.....	5
9. Warranty.....	5
10. Indemnification.....	6
11. Limitation of Liability.....	6
12. Waiver of Liens.....	6
13. Insurance.....	7
14. Default and Termination.....	7
15. Dispute Resolution.....	8
16. Governing Laws.....	8
17. Relationship of the Parties.....	8
18. Notices.....	9
19. Waiver.....	9
20. Assignment.....	9
21. Force Majeure.....	9
22. Entire Agreement.....	10
EXHIBIT A	11
EXHIBIT B	16

FIBER LICENSE AGREEMENT

THIS FIBER LICENSE AGREEMENT (“Agreement”), made this ____ day of _____, 2018 (the “Effective Date”), by and between **Scott Rice Telephone Company**, a Minnesota company with primary offices at 4690 Colorado St SE, Prior Lake, MN 55372 (“Company”), and **The City of Elko New Market**, with primary offices at 601 Main Street, Elko New Market, MN 55054 (“Licensee”). Company and Licensee may be referred to individually as “Party” or collectively as the “Parties”.

WHEREAS, Company has constructed and/or has obtained the right to use a fiber optic communications system, including but not limited to the fiber, conduit, handholes, manholes, regeneration sites and other appurtenances and components (“Fiber System”); and

WHEREAS, Licensee wishes to access and use specific fibers along a portion of the Fiber System subject to the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree as follows:

1. License.

(a) Company will grant to Licensee a license to use specific fibers (the “Licensed Fiber”) along a specified route (“Route”) as identified in one or more Licensed Fiber Addenda (each a “License”), which upon execution shall be incorporated herein and subject to the terms and conditions of this Agreement. This Agreement is subject to the terms and conditions of Company’s Required Rights, as defined in Section 5.

(b) This Agreement, and each License executed pursuant hereto, is for the use of the Licensed Fiber only, subject to the terms and conditions herein. The Licensed Fiber will remain the sole and exclusive property of Company, and nothing contained herein shall be interpreted to give or convey to Licensee any property right, title or interest in such Licensed Fiber, which will at all times be and remain Company’s personal property notwithstanding that it may be or become attached to or embedded in realty. Licensee hereby grants to Company the right to recover all components of the Licensed Fiber from Licensee’s premises upon expiration or earlier termination of this Agreement or any License.

(c) Company shall provide Licensee access to the Licensed Fiber at the end points identified in the applicable Licensed Fiber Addendum (“End Points”) and other splice points identified by Company. It is the responsibility of Licensee to obtain any governmental or other authority necessary to access and use the Licensed Fiber. Except as expressly provided herein Licensee shall be responsible for obtaining any necessary optical amplifier, regeneration, junction and terminal sites along the Licensed Fiber.

(d) Company retains the right to audit the Licensed Fiber for the purpose of monitoring Licensee’s usage as it relates to the limitations, if any, set forth in the applicable Licensed Fiber Addendum. Company will provide a minimum of five (5) days prior written notice of such audit. Licensee and Company will work together to promptly schedule the audit. The audit shall generally consist of providing Company escorted access to such transmission equipment connected to the Licensed Fibers that is necessary for the purpose of verifying that Licensee’s use of the Licensed Fiber is not exceeding the usage limitations, if any, identified in the applicable Licensed Fiber Addendum. The audit will be non-intrusive to the network and will not interrupt or otherwise inconvenience Licensee’s customer. Each party will pay its own costs associated with the audit.

2. Term.

(a) The term of this Agreement shall begin on the Effective Date, and shall continue through the term of each License granted hereunder (“Agreement Term”).

(b) The term of each License granted hereunder shall begin on the Delivery Date identified in the applicable Licensed Fiber Addendum, and shall continue through the term identified in the applicable Licensed Fiber Addendum (“License Term”), subject to earlier termination in accordance with the terms of this Agreement. At the expiration of the License Term, each License will continue at the same monthly rate and subject to the terms and conditions of this Agreement, until terminated by either Party by providing sixty (60) days prior written notice.

3. Consideration.

(a) License Fee. Licensee shall pay to Company a fee in exchange for use of the Licensed Fiber in the amount, and in accordance with the payment terms identified in the applicable Licensed Fiber Addendum (“License Fee”). The License Fee may consist of a non-recurring charge (“NRC”) for installation or other preparation work to deliver the Licensed Fiber, and a monthly recurring charge (“MRC”).

(b) Maintenance. Beginning on the Delivery Date of each License, Licensee shall pay a monthly recurring charge for Maintenance at the rate identified in the applicable Licensed Fiber Addendum. In addition, Licensee will reimburse all related Costs associated with damage to the Fiber System caused by the negligence or willful misconduct of Licensee, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of Company, its affiliates, employees, contractors or agents. “Cost(s)”, as used herein, means all costs incurred and computed in accordance with the established accounting procedures used by Company to bill third parties for reimbursable projects and generally accepted accounting principles. Such Costs include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs (the overhead allocation shall not exceed thirty percent (30%) of the labor costs computed without such overhead); and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.) plus ten percent (10%) of such costs and expenses.

(c) Due Date. Unless otherwise specifically stated, Licensee will tender payment within 30 days of the date of each invoice (“Due Date”). Company may assess a late fee of 1 1/2% per month (not to exceed the maximum rate allowed under state law) on all amounts payable under this Agreement if not paid on the Due Date. When the Delivery Date occurs on a day other than the first day of the month, or terminates on other than the last day of the month, the charge will be determined by prorating the MRC.

(d) Non-Payment. If Licensee does not make payment of all fees by the Due Date, Company may suspend this Agreement and Licensee’s use of the Licensed Fiber after written notice to Licensee and ten (10) business days to cure all unpaid amounts. If Licensee fails to timely cure the nonpayment within the notice period, Licensee will be deemed in default of this Agreement and this Agreement shall be subject to termination in accordance with Section 14(d).

(e) Payment Disputes. In the event Licensee disputes any billing by Company, Licensee will (a) pay all charges not disputed, and (b) notify Company of the dispute in writing, providing the invoice number and an explanation of the issue in dispute. No charges may be disputed more than ninety (90) days after the date such charges are invoiced. Payment will not prejudice Licensee’s right to dispute charges, so long as they are disputed in the manner and within the time specified in this Section. The Parties will cooperate in good faith to resolve any such disputes within a sixty (60) day period after the dispute is submitted to Company. If the dispute is not resolved during this period, then either Party may seek dispute resolution in accordance with Section 15. If a disputed amount is determined to be a legitimate charge, Licensee will pay such amount within ten (10) calendar days of such determination.

(f) Deposit. Without waiving any right of termination or any other rights hereunder, Company may require Licensee to tender a deposit, of up to two months of Licensee’s aggregate MRC, to guarantee payment hereunder.

4. Taxes, Fees, Surcharges and Other Governmental Impositions.

(a) Any and all applicable national, federal, state, county and local taxes, fees, surcharges and all other related charges that may be imposed or levied on the Licensee or Company by any appropriate statute or regulation which provides the authority for the imposition of taxes, fees, surcharges and all other charges (collectively, "Taxes") with respect to the provision, or use of the Licensed Fiber will be paid by the Licensee in addition to all other fees and charges as set forth elsewhere in this Agreement. Notwithstanding the foregoing, Licensee is not responsible for the payment of any type of tax levied on Company based upon (a) Company's net profit or payroll, or (b) franchise taxes measured by Company's capital, capital stock or net worth.

(b) Taxes include, but are not limited to, business and occupation, commercial, deaf, district, excise, franchise fee, gross receipts, high cost fund, license, lifeline assistance, low income, occupational, privilege, property, Public Utility Commission, right-of-ways, sales, telecommunications relay service, telephone assistance, universal service funding, use, utility user, value-added, 911, or other similar taxes, fees and surcharges as is or may be levied against Company and passed through to customer.

(c) When applicable, Licensee shall furnish Company a valid and properly executed tax exemption/resale certificate(s) and/or an Company-approved statement of indemnification for any request of exemption from Taxes. Any exemption/resale certificate and/or Company-approved statement of indemnification shall be effective only for fees invoiced subsequent to the receipt of the exemption/resale certificate or statement of indemnification by Company. Company approval of Licensee's tax-exempt status will not be unreasonably withheld or delayed. Company shall not bill Licensee for any Taxes covered by an Company-approved exemption/resale certificate or an Company-approved statement of indemnification.

(d) If any exemption claimed is disallowed, Licensee agrees to indemnify Company for any and all Taxes, interest and penalties, including all legal and collection fees or any other costs that may be assessed against Company or Licensee by any authority or jurisdiction for which this exemption has been claimed by Licensee.

(e) Licensee and Company agree to cooperate with each other and coordinate their mutual efforts concerning audits, or other such inquiries, filings, reports, etc., as may relate solely to the provision, sale or use of purchases, activities or transactions arising from or under this Agreement, which may be required or initiated from or by Licensee, Company or any duly authorized governmental authority relating to Taxes.

(f) To the extent that any payment of Taxes by Licensee is deemed by any taxing authority to constitute additional revenue that is also subject to the Tax imposed by that authority, Company shall "gross-up" the Tax reimbursement. The "gross-up" payment shall be an additional license fee paid to Company to result in Company receiving on an after-tax basis, (except for taxes excluded under paragraph (a)), the full agreed license fee.

5. Required Rights.

(a) Company will exercise commercially reasonable efforts to secure the rights necessary for the installation and maintenance of the Fiber System ("Required Rights"). Company shall maintain the Required Rights and will, at its cost, exercise any renewal right thereunder, and will use commercially reasonable efforts to acquire extensions, additions and/or replacements as are necessary to cause the Required Rights to continue through the applicable License Term.

(b) Notwithstanding any other provision herein to the contrary, Licensee shall be solely responsible for obtaining, at its sole cost and expense, any and all necessary franchises, authorizations or permits specifically required for Licensee's access to and use of the Licensed Fibers and Licensee's installation operation, maintenance, repair, and replacement of all Licensee equipment associated therewith.

6. Access and Use of the Licensed Fiber.

- (a) Subject to and in accordance with the terms and conditions set forth in this Agreement and the Required Rights, Company may in its sole discretion allow Licensee to connect the Licensed Fibers to other telecommunications fiber systems or facilities at fiber distribution panels at Company's locations, as identified on each applicable Licensed Fiber Addendum.
- (b) Licensee shall not access any part of the Fiber System without the prior written consent of Company, and then only subject to the terms and conditions specified by Company.
- (c) Licensee warrants that its use of the Licensed Fiber shall comply with all applicable governmental codes, ordinances, laws, rules, regulations and/or restrictions.
- (d) Licensee shall have the right to abandon the Licensed Fiber (in which event the right to the use thereof will revert to Company), by providing written notice thereof to Company. Upon receipt of such notice, Licensee shall have no further rights with respect to the Licensed Fiber; however, such abandonment shall not reduce or otherwise affect Licensee's obligations hereunder, including the obligation to pay all applicable charges in accordance with Section 3.
- (e) Licensee may use the Licensed Fiber for its own purpose and for providing communication services to its customers, and shall not sub-license any portion of the Licensed Fiber except to the extent specifically permitted by Company in its sole discretion. Any request by Licensee shall require the disclosure of the party to whom the sublicense is to be granted, and if Company decides to permit such sublicense in its sole discretion, such right to sublicense shall be limited to the party whose name has been disclosed by Licensee. Licensee's right to use and any right to sublicense the Licensed Fiber shall be outlined in the applicable Licensed Fiber Addendum.
- (f) Company acknowledges that it has no right to use the Licensed Fiber during the License Term, but shall at all times have the right to monitor Licensee's use of the fiber to ensure such use is in accordance with the terms and conditions of this Agreement.
- (g) Company shall not use the Fiber System in a way which interferes in any way with or adversely affects the use of the Licensed Fiber by Licensee. Licensee shall not use the Licensed Fiber in a way which interferes with or adversely affects the use of Company's Fiber System. In the event of interference caused by Licensee's Fibers or equipment, Company may take reasonable steps to block the interference to the extent necessary, and shall provide notice to Licensee when reasonably able. In the event Licensee is experiencing interference, Licensee will notify Company through a request for Non-Routine Maintenance, and Company will take reasonable steps to block the interference. The Parties will promptly cooperate to reestablish operation as soon as possible.
- (h) The Parties agree to cooperate with and support each other in complying with any requirements applicable to the Fiber System by any governmental or regulatory agency or authority. The Parties agree to execute such further instruments as may be necessary or appropriate to carry out the intent of this Agreement.
- (i) Licensee shall not cause or permit any part of the Fiber System to become subject to any mechanic's, materialman's, or vendor's lien, or any similar lien. Company shall not cause or permit any of Licensee's rights under this Agreement to become subject to any mechanic's, materialman's, or vendor's lien, or any similar lien. If a Party breaches its obligations under this Section, it shall immediately notify the other Party in writing, shall promptly cause such lien to be discharged and released of record without cost to the other Party, and shall indemnify the other Party against all Costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

7. Maintenance.

(a) Company shall maintain the structural aspects of Licensed Fiber in good operating condition, utilizing sound engineering practices and in accordance with Exhibit A, throughout the Agreement Term. In the event the Licensed Fiber fails at any time to meet the specifications outlined in Exhibit B, Company shall endeavor to restore the Licensed Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible. Licensee's MRC shall be reduced on a pro-rata basis for each day of a Licensed Fiber failure.

(b) Company may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder or may have the underlying facility owner or its contractor perform such obligations. All maintenance which is required to be provided by a facility owner or its contractor is subject to such facility owner's terms and conditions which are part of Company's Required Rights.

(c) Licensee shall promptly notify Company of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber System that are known to it and that could reasonably be expected to adversely affect the Fiber System. Company shall promptly notify Licensee of any matters pertaining to any damage or impending damage to or loss of the Licensed Fibers and/or the Fiber System that are known to it and that could reasonably be expected to adversely affect the Licensed Fibers and/or Licensee's use thereof.

8. Relocation.

(a) The Company shall give the Licensee sixty (60) days prior notice of any relocation, if possible, and shall then proceed with such relocation, including, but not limited to, determining the extent of, the timing of, and methods to use for such relocation; provided that any relocation shall be constructed and tested in accordance with the requirements set forth herein.

(b) If for any reason, Company is required by a third party with legal authority to so require (including, without limitation, the grantor of a Required Right or a party exercising condemnation authority) to relocate the Licensed Fiber, the Company shall be responsible for all Costs associated with relocation of the Licensed Fibers including, without limitation, fiber acquisition, splicing and testing.

(c) If Company relocates the Fiber System at the sole option of the Company, or because the Company does not have the Required Rights necessary for a portion of the Fiber System (but failure to have such necessary Required Rights does not constitute any breach of any warranty or the inaccuracy of any representation of the Company set forth in this Agreement), then Company is responsible for all costs associated with relocation of the Fiber System including, without limitation, fiber acquisition, splicing and testing of the Licensed Fiber.

(d) If Company relocates Licensed Fiber and/or any part of the Fiber System as a result of an act or omission of Licensee, or at the request of Licensee, Licensee shall pay for such relocation at Cost plus 15%.

9. Warranty.

(a) Company warrants and represents that the Licensed Fiber shall have been designed, engineered, installed and constructed in accordance with all applicable building, construction and safety codes for such construction and installation, as well as any and all other applicable governmental laws, codes, ordinances, statutes and regulations; and the fiber manufacturers' specifications.

(b) Company shall maintain the Fiber System in good operating condition for normal use as contemplated by the manufacturers, and in accordance with the specifications outlined in Exhibits A and B.

(c) COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY BEYOND THE MANUFACTURERS WARRANTY AS TO THE FITNESS OF ANY MATERIALS, EQUIPMENT OR ANY OTHER PART OR ALL OF THE LICENSED FIBERS, CONSTRUCTED OR TO BE CONSTRUCTED. THE WARRANTIES AND REMEDIES SET FORTH ABOVE CONSTITUTE THE ONLY WARRANTIES AND REMEDIES WITH RESPECT TO THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. Indemnification.

(a) Subject to the limitations and immunities in Minnesota Statute Chapter 466, Licensee shall indemnify and hold harmless Company, its employees, officers, directors, subcontractors and agents from and against all liability, loss, cost, damage, expense or cause of action of any nature whatsoever together with expenses (including reasonable attorneys' fees and court costs through appeal) to the extent caused by or resulting from the acts or omissions of Licensee, its employees, subcontractors or agents. In addition to the foregoing indemnities, with respect to third parties that use services provided over the Licensed Fibers, Licensee shall defend, indemnify and hold harmless Company, its employees, officers, directors, subcontractors and agents against any and all claims by such third parties for damages arising or resulting from any defect in or failure of the Licensed Fibers or the Fiber System.

(b) Company shall indemnify and hold harmless Licensee, its employees, officers, directors, subcontractors and agents from and against all liability, loss, cost, damage, expense or cause of action of any nature whatsoever together with expenses (including reasonable attorneys' fees and court costs through appeal) to the extent caused by or resulting from the acts or omissions of Company, its employees, subcontractors or agents.

(c) If any claim arises, the Party against whom such claim is made shall immediately upon learning of such claim, notify the indemnifying Party. The indemnifying Party may settle or compromise such claim or retain counsel of its own choosing and control and prosecute the defense. In no event shall the Party against whom the claim is asserted have the right to pay, settle or compromise such claim without the prior written consent of the Party who may be obligated for such indemnity. The Parties agree that they will not unreasonably withhold their consent to any such payment, settlement or compromise.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM.

12. Waiver of Liens.

Licensee shall keep the Fiber System free of any liens that may be created or which may attach as the result of the acts or omissions of Licensee, its employees, subcontractors or agents. If a lien is filed, Licensee shall remove such lien within ten (10) days of filing, and shall indemnify and hold harmless Company and Licensee from any and all Costs to remove such lien including but not limited to reasonable attorneys fees through appeal.

13. Insurance.

(a) During the Agreement Term, the Parties shall maintain not less than the following insurance:

Type of Coverage	Amount of Coverage
Worker's Compensation Insurance	Statutory Amount
Employer's Liability	\$1 million each accident \$1 million disease each employee \$1 million disease-policy limit
Commercial General Liability Insurance, combined single limit personal injury and property damage on an occurrence policy form	\$1 million per occurrence
Automobile Liability Insurance for owned, hired and non-owned autos	\$2 million combined single limit bodily injury/property damage

14. Default and Termination.

(a) Unless otherwise provided herein, a Party shall be in default if (i) a petition under any of the bankruptcy laws is filed by or against such Party; (ii) such Party becomes insolvent; (iii) such Party discontinues or abandons the operation of the Fiber System or Licensed Fiber, as applicable; (iv) such Party breaches any term or provision of this Agreement; (v) such Party makes a general assignment for the benefit of creditors; or (vi) a receiver, whether temporary or permanent, is appointed for the property of such Party or any part thereof.

(b) In the event of a default, the non-defaulting party must provide written notice of such default including reasonable detail, and an opportunity to cure the default within thirty (30) days after receipt of such notice, except for a payment default which must be cured in accordance with Section 3(d). Notwithstanding, when a default (unrelated to payment) cannot reasonably be cured within such thirty (30) day period, the time for curing such default shall be extended for a period no longer than sixty (60) days from the date of the receipt of the default notice if the Party proceeds promptly to cure the default with due diligence.

(c) Upon the failure by the defaulting Party to cure any default in accordance with Section 14(b), the non-defaulting Party may (i) take such action as it determines, in its sole discretion, to be necessary to correct the default, and (ii) pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. Notwithstanding the above, if the defaulting Party certifies to the non-defaulting Party in writing that a default has been cured, such default shall be deemed to be cured unless the non-defaulting Party notifies the defaulting Party in writing within fifteen (15) days of receipt of the defaulting Party's certification of cure.

- (d) In the event of a payment default which has not been cured in accordance with Section 3(d), Company may terminate Licensee's use of the Licensed Fibers, without further notice and by whatever means Company deems appropriate. Notwithstanding the foregoing, no termination of this Agreement shall affect the rights or obligations of any Party hereto with respect to any payment hereunder for services rendered prior to the date of termination.
- (e) If any License is terminated for Licensee's default, then Licensee shall pay Company any unpaid amounts through the date of termination, and the associated MRC through the remainder of the License Term.
 - (f) Upon termination, Licensee will promptly disconnect and remove the Licensee equipment in a neat and orderly manner, and repair all damage caused by such removal at Licensee's sole expense, excluding normal wear and tear. In the event Licensee does not remove the Licensee equipment from any Company location within thirty (30) days of termination, Company shall have the right to remove and store the same at Licensee's cost. Licensee will reimburse Company all Costs incurred as a result of removing, storing and disposing the Licensee equipment and repairing the Fiber System within thirty (30) days after receipt of Company's invoice therefore. If within thirty (30) days after termination, Licensee pays all amounts due pursuant to the Agreement and reimburses Company all Costs associated with removal and storage of Licensee's equipment, Licensee may take possession of the stored Licensee equipment. If Licensee fails to make such a payment, the Licensee equipment will be deemed abandoned and Company may dispose of it at Company's sole discretion.
- (g) Notwithstanding the provisions of this Section, the expiration or termination of this Agreement shall not affect the rights or obligations of either Party hereto with respect to any payment for services rendered prior to the date of termination, or pursuant to the Sections of this Agreement entitled Indemnification, Limitation of Liability, Insurance, Taxes, and Confidentiality with respect to matters or claims arising or accruing prior to expiration or termination hereof, or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

15. Dispute Resolution.

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the Parties are unable to resolve the dispute, then the Parties may seek resolution by exercising any rights or remedies available to either Party at law or in equity.

16. Governing Laws.

The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.

17. Relationship of the Parties.

The relationship between the Parties shall not be that of partners, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. In performing any of their obligations hereunder, the Parties shall be independent contractors or independent Parties and shall discharge their contractual obligations at their own risk.

18. Notices.

Any notice hereunder shall be delivered when received in writing, and shall be delivered by personal service or by postage prepaid, United States certified mail, return receipt requested:

Company at:

Scott Rice Telephone Co.
Attn: General Manager
4690 Colorado St SE
Prior Lake, MN 55372

Licensee at:

City of Elko New Market
601 Main Street
Elko New Market, MN 55020
Attn: City Administrator

A notice shall be deemed delivered when received, and either Party, by similar written notice, may change the address to which notices shall be sent.

19. Waiver.

No failure, forbearance, neglect, or delay by either Party in regard to enforcing this Agreement or exercising any rights contained in this Agreement shall affect or limit such Party's right to strictly enforce same, and shall not constitute or be implied as a waiver of any right to enforce same in the future.

20. Assignment.

Except as provided below, Licensee may not assign or otherwise transfer this Agreement or its rights or obligations hereunder without the prior written consent of Company, which consent will not be unreasonably withheld, conditioned or delayed. Both Parties shall have the right, without the other Party's consent, to assign or otherwise transfer this Agreement as collateral to any lender, or to any parent, subsidiary or affiliate of itself or any corporation into which it may be merged or consolidated or which purchases all or substantially all of its assets; provided, however, that any such assignment or transfer shall be subject to the other Party's rights under this Agreement and any assignee or transferee shall continue to perform the assigning Party's obligations to the other Party under the terms and conditions of this Agreement.

21. Force Majeure.

Neither Party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms, earthquakes or other natural occurrences, strikes or other labor unrest, power failures, nuclear or other civil or military emergencies, acts of legislative, judicial, executive or administrative authorities, or any other circumstances which are not within its reasonable control.

22. Data Practices/Records.

A. All data created, collected, received, maintained or disseminated for any purpose in the course of this License Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents and accounting procedures and practices of the Company and its subcontractors, if any, relative to this License Agreement are subject to examination by the Licensee.

23. Entire Agreement.

This Agreement supersedes any and all other agreements and representations respecting the Licensed Fiber and contains all the terms, conditions and obligations of the Parties with respect to the grant of each License. This Agreement may only be amended or modified in a writing signed by both Parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands:

SCOTT RICE TELEPHONE

[City of Elko New Market]

By: _____

By: _____

Name: _____

Name: Thomas Terry

Title: _____

Title: City Administrator

Date: _____

Date: _____

EXHIBIT A

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities, upgrades and repairs, including but not limited to those activities outlined in this Exhibit.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration.

2. General

- a. Company shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, (7) seven days a week, by trained and qualified personnel, at 1-800-622-4354. Company shall maintain a toll-free number to contact personnel at NCAM. Company’s NCAM personnel shall dispatch maintenance and repair personnel along the Fiber System to handle and repair problems detected through the NCAM’s remote surveillance equipment, by the Licensee, or otherwise.
- b. Company’s maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Company shall use best commercially reasonable efforts to have its first maintenance employee at the site requiring an emergency maintenance activity within twelve (12) hours from the time alarm identified by Company’s NCAM or notification by Licensee, whichever occurs first.
- c. Licensee shall utilize the Operations Escalation List provided by Company, to report and seek immediate initial redress of exceptions noted in the performance of Company in meeting maintenance service objectives. Company may update the Operations Escalation List from time to time.
- d. Company shall take workmanlike care to prevent impairment to the signal continuity and performance of the Licensed Fiber. The precautions to be taken by Company shall include notification to Licensee. In addition, Company shall reasonably cooperate with Licensee in sharing information and analyzing the disturbances regarding the Licensed Fiber and/or Fiber System.
- e. Company shall use its best effort to notify Licensee seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a Company planned activity is canceled or delayed for any reason as previously notified, Company shall notify Licensee at Company’s earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity.
- f. Non-emergency work that is reasonably expected to produce any signal discontinuity must be coordinated between the Parties, and performed in accordance with Scheduled Maintenance Procedures, using the form provided in Section 5 of this Exhibit. “Scheduled Maintenance Procedures” or “SMP” means a pre-arranged period of time reserved for performing certain work on Company’s Fiber System that may impact communication services. Generally, SMP will be restricted to a Saturday, Sunday and weekdays after midnight and before 6:00 a.m., local time. Major Fiber System work such as fiber rolls and hot cuts will also be scheduled utilizing SMP.
- g. Company shall have qualified representatives on site at any time another company is crossing the Fiber System or digging within four (4) feet of buried facilities. Company shall maintain all signposts along the Route with the number of the “call before you dig” organization.
- h. Company shall maintain the Licensed Fiber in a manner that permits normal operation of the equipment associated with the Licensed Fiber. Such maintenance includes, but is not limited to, landscaping, weed control, fence repair, smoke detectors, air conditioning, power and trash removal.

3. Facilities

- a. Company shall maintain the Licensed Fiber in a manner that permits normal operation of the Licensed Fibers.
- b. Company shall perform appropriate Routine Maintenance on the Fiber System in accordance with Company's then current preventive maintenance procedures that shall not substantially deviate from industry practice and shall be responsible for correcting dysfunction.

4. Fiber System.

- a. Company shall maintain the Fiber System in good and operable condition and shall repair the fiber in workmanlike manner.
- b. Company shall patrol the Fiber System on a reasonable, routine basis and shall perform all required locates. Company shall have qualified representatives on site at any time another company is crossing the Fiber System or digging within four (4) feet of the fiber or, if aerial, use attached escalation list to notify utility provider. Company shall perform appropriate routine maintenance on the Fiber System in accordance with Company's then current preventative maintenance procedures. Company's maintenance procedures shall not substantially deviate from industry practice.

5. Restoration

- a. When restoring a cut fiber, the Parties agree to work together to restore all traffic as quickly as possible. Company, immediately upon arriving on the site of the cut, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of Company and Licensee to report to one another respectively of any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of ways areas of operations
- c. Upon notification of interruption of fiber service, disrepair, impairment or other need for repair or restoration of the Licensed Fiber and the location of the damaged Licensed Fiber, Company shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, to have maintenance personnel at the affected site within twelve (12) hours after receipt of such notice with the required restoration material and equipment. In the event that Licensee's use of the Licensed Fiber is interrupted due to the occurrence of a Force Majeure event the non-performing Party will contact the other Party and repairs and restoration will be made as expeditiously as possible.
- d. The requirement for detection of the fault location is "as exact as possible" utilizing test records, fiber documentation, GPS coordinates and OTDR test results of the affected Licensed Fiber. Subject to the priorities described above in the event that Licensee's use of the Licensed Fiber is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as possible. Licensee recognizes that the twelve (12) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of Fiber System integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made, and the actual mileage from Company's dispatch station to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for Company hourly employees, preserving Fiber System integrity, and response times that do not jeopardize the health and safety of the employees and agents of Company and Licensee.

f. Company maintenance employees shall be responsible for correcting or repairing fiber discontinuity or damage, including, but not limited to, the emergency repair of the Licensed Fibers. Company shall use reasonable efforts to repair Licensed Fiber's traffic-affecting discontinuity within eight (8) hours after learning of the discontinuity or the service affecting situation.

g. Company shall maintain sufficient capability to teleconference with Licensee during an emergency repair in order to provide continuous communication. Restoration of open fibers on fiber strands not immediately required for service, the repair shall be scheduled for the next available SMP.

5. Scheduled Maintenance Procedures Request Form: The following SMP Request form will be used by Licensee to request maintenance activities related to the Licensed Fiber, and by Company to notify Licensee of a planned maintenance activity which may impact the Licensed Fiber.

6. Licensee shall be responsible for paying Company's standard maintenance fees for any calls to Company for maintenance issues related to the Licensed Fiber that Company later confirms as resulting from another source other than functionality of the fibers.

---SMP Form is included on following page---

Remainder of this page intentionally left blank.

Scheduled Maintenance Procedure Form

NOC NCAM OSP DPG Data NCAM Field Ops SW Eng Data Eng Common		
Trouble Ticket #:		SMP #:
Originator:	Phone #:	Date Originated:
Responsible Party:	Phone #:	Cell/Pager#:
Additional Vendor Contact Info:		Phone:
Maintenance Spans affected:		
Job Locations:		City: State:
Brief Job Description:		
NCAM Technician Assigned:		
# Technicians Assigned:		Where?:
Telephone Bridge #:		

*****ACTIVITY CLASSIFICATION*****

Date requested:	Time:	Expected Duration of SMP Activity:
MTCE Window:		
Customer Notification required? Yes or No Reason?		
Circuit Level:		
Circuits and/or Customer(s) affected by work:		
Circuit	Customer	Contact
Phone		
If expected outage is > 50 mS switch hit, expected outage duration is:		

*****APPROVALS*****

NCAM Supervisor:	Date:	Time:
NOC Supervisor:	Date:	Time:
Hub Supervisor:	Date:	Time:
(NCAM and/or NOC Supervisors signature is required on all SMP's, following list of personnel are to be utilized on a as needed or as requested basis pertaining to written procedure.)		
DPG Supervisor:	Date:	Time:
VP's Signature:	Date:	Time:
Directors Signature:	Date:	Time:

SSC Supervisor:	Date:	Time:

*******PRE SMP ACTIVITIES*******

Confirmed status of existing circuit. Complete Pre Testing on add portion of circuit. Time/Date of SMP coordinated with LEC/IXC, Field offices and SSC as required. Enter circuit into CID Manager. Other	
Existing Splice point	
Number of Poles	
Handhole or Manhole	
Number of splices	
Other	
Other	

***THE NCAM IS IN CHARGE OF THE ACTIVITIES THAT AFFECT THE Company NETWORK.
ANY FINAL DECISIONS ASSOCIATED WITH THIS SMP SHALL BE MADE BY THE NCAM.
THE NCAM WILL NOT RELEASE ANY PARTIES UNTIL THE FINAL STEP OF THE SMP
(VERIFICATION OF TRAFFIC RESTORAL AND NO ALARMS PRESENT) IS COMPLETE.***

*******JOB SPECIFIC ACTIVITY*******

Notify the NCAM at the start and upon completion of the SMP. (800 622-4354) See attached documentation for specific circuit or splicing information.

*******POST SMP ACTIVITY*******

Confirmed the circuit is in service with no alarms on the new path. Notify the NCAM when SMP is finished. Splicer will provide Company with “as built” of all changes reflected in this SMP.

*******CONTINGENCY*******

***IF A CIRCUIT DOES NOT RETURN TO NORMAL OPERATION WITHIN A REASONABLE
AMOUNT OF TIME (MAX. 15 MIN.), THE CIRCUIT WILL BE RESTORED TO THE ORIGINAL
CONDITION/ROUTE.***

*******THIS CONCLUDES THIS SMP*******

Originator: Department

EXHIBIT B

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

Company will perform all tests and meet the standards identified in this Exhibit.

1. Fiber and Connector Standards

1.1 Connector Standards

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

1.2 Field Splice Standards

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, Company is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (reburns) to bring the OOS fiber within specification will be provided.

1.3 Span Loss

It is Company's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by Company. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

2. Naming of Traces

OTDR traces taken for bi-directional testing, and the OTDR traces of the pigtail splice must be recorded on floppy diskette and provided to Licensee. To name the traces, each Party will provide alpha abbreviations for the sites. The 8-character file name plus 3-character file extension name should follow this example:

First four letters = source point

Letters 5, 6, 7 = Destination point

8th letter = wavelength

Extension = fiber number

Examples:

Springfield to Lebanon at 1550 nm, fiber 96 = sgfdlbn5.096

Springfield to Monett pigtail trace on fiber 1 = sgfdmntp.001

►NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED.

3. Test Packages

Company shall provide a package containing the following test data for each fiber. All data provided should be saved on diskette.

- A. OTDR span traces taken at 1550 nm.
- B. An Excel spreadsheet containing the power meter and light source data for both directions at 1550 nm. Should also include the average for each fiber.
- C. A document identifying splice points with OOS test results. Should also include documentation supporting the three reburn attempts.

**FORM
OF
DARK FIBER LICENSE ADDENDUM NO. __**

**To the Fiber License Agreement by and between Scott-Rice Telephone Co. (“Licensor”) and
The City of Elko New Market (“Licensee”) dated _____, 20__.**

1. Licensor hereby grants to Licensee the right to use the following fiber(s) on Licensor’s network, as further identified herein, pursuant to the terms of the Agreement (“Licensed Fiber”). Capitalized Terms not defined herein shall have the meaning contained in the Agreement.

No. of Fibers: 4 Strands

End Points: (1) City of Elko New Market fiber handhole at CSAH 2 & 91. (2) 26518 France Ave. (ENM PD)

Route Description: From the Elko New Market-owned fiber handhole at the intersection of CSAH 2 & CSAH 91 east to intersection of CSAH 2 and France Ave. Then south along France Ave. to the Elko New Market Police Department building at 26518 France Ave.

Route Drawing: See Attachment A to this Licensed Fiber Addendum No. 1

Delivery Date: June 30, 2018

License Term: This Addendum shall be Effective upon signature by Licensor. The term of the Licensed Fiber shall begin as of June 30, 2018, or upon Licensor’s notice to Licensee that the Licensed Fiber is ready for use, and shall continue for a period of FIVE (5) years. Thereafter, this Agreement and the License hereunder shall automatically renew for ONE (1) month each unless terminated as provided in the Agreement.

License Fee: \$ 180.00 Monthly Recurring Charge

NRC \$2,500.00

Maintenance \$ 0.00

Collocation Rates: NA

2. This Addendum and the Agreement set forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings relating to the Licensed Fiber identified herein.

SCOTT RICE TELEPHONE

[City of Elko New Market]

By: _____
Name: _____
Title: _____

By: _____
Name: Thomas Terry
Title: City Administrator

Date: _____

Date: _____

ATTACHMENT A
To
Licensed Fiber Addendum No. 1



STAFF MEMORANDUM

SUBJECT:	Monthly Public Works Report – April 2018
MEETING DATE:	May 10, 2018
PREPARED BY:	Corey Schweich, Public Works Superintendent
REQUESTED ACTION:	Information Only

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

DISCUSSION:

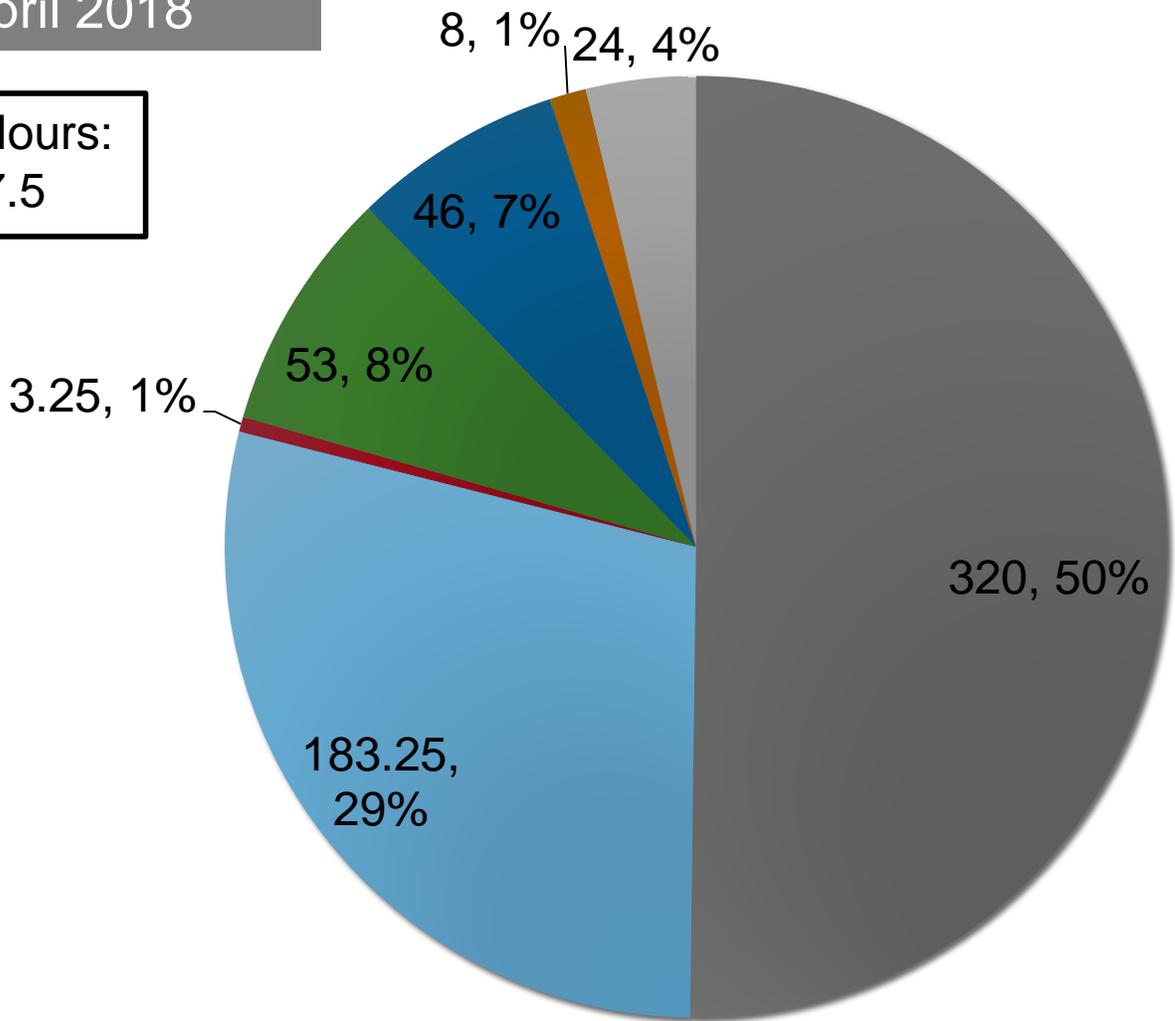
- Staff continues to work on indoor building maintenance items as time permits.
- Staff had three Snow & Ice Control events in April. Due to the timing and the duration of the events, everything had to be plowed multiple times. As a result of the warmer temperatures, less salt had to be used to melt the snow and ice. It took over 165 staff hours to remove the snow & ice from the streets and trails in April. January was the only month of the season that Staff spent more time performing snow & ice control. Plow operators do their best to try to limit the damage caused by snow plowing, but on the last event of the season a number of lawns were damaged as a result of the frost coming out of the ground and the rain before the snow.
- The Department has started restoring turf to any areas that have plow damage.
- Staff installed the basketball hoops at Little Windrose Park.
- A water main break was identified on the corner of St. Marys and W Louis St. Staff had Krueger Excavating dig up the street and repair the broken water line. Residents in that area were out of water for only a couple hours on the day that the repair was made. City Staff assists as much as possible on these types of repairs to try and keep the costs down. Staff will repair the street at a later date.
- The Department will be short staffed until the seasonal maintenance position is filled, but should still be able to maintain the same level of service for the time being. The City has received three applications for this position.
- Staff removed all of the seasonal weight restriction signs to all of the entrances to City streets off of the county roads.
- Public Works Staff assisted the Fire Department with traffic control and turning off the water to the house after the fire was put out.
- As previously reported Staff identified a loader to replace the City's current loader. Council authorized the purchase of the newer loader. Once the City has taken delivery of the loader, Staff will remove all of the associated plow gear from the old loader and install it on the newer loader. Staff will sell the older loader on Govdeals.com. and the proceeds from the sale will be placed back into the capital outlay section of the budget.
- Mechanic Fitterer attended a class to recertify him to perform DOT inspections on all of the trucks within the department. Previously, the City had to hire a contractor to perform them at a rate of \$75 per truck or trailer per year.
- Staff patched some potholes that had shown up at various locations throughout the community.
- As previously reported, Staff continues to look into making adjustments within the capital outlay budget to increase the value to the taxpayer. For the Public Works Department the capital outlay budget is a tool that is used to obtain and replace equipment as needed. If the City were to purchase all of its equipment new, Staff would have a better idea of how long a piece of equipment should last, but even with new equipment adjustment can be made. Staff is not recommending purchasing all new equipment, just trying to explain the challenges with budgeting on used equipment. At some point in time, it will be more beneficial to purchase all the equipment new, but the City is not there yet. The City has done an excellent job over the years obtaining quality used equipment, and will continue for the foreseeable future.

- On Friday April 27, some of the City experienced a loss of power. The City lost power to two lift stations and the Elko tower. During the outage, Staff installed a generator at one of the lift stations and monitored the other one. Staff had lost communication with the Elko tower as a result of the power loss. During the communication loss, the tower showed that the water level was still low and the high service pump at the water plant continued to fill the tower. The problem was that the tower did not need any water as it was full. Staff received a call from a resident stating that there was water coming out of the overflow pipe on the tower, Staff instantly shut the high service pump off and continued to monitor the lift stations. Water towers are required to have an overflow pipe that has an outlet close to the ground. After the power came back on Staff went to the tower to reset the communications. Staff found that while the power was out, the tower started to overflow, normally not a significant issue, and the water came out of the overflow, until the screen on the bottom got plugged up with rust and debris. This caused the overflow pipe to fill and overflow inside the pit in the base of the tower, damaging some of the communication equipment. Staff had to pump all of the water out of the base of the tower and try to identify what piece of the electronics had to be replaced. Staff identified the damaged pressure transducer and had Quality Control out of New Prague come to replace and reprogram it. Staff did an excellent job responding to this emergency situation, and it was a great learning experience for the newer Staff members.
- Staff continued to trim up trees in park areas and around pond inlets and outlets as time permits.
- Staff hired a contractor to take down a dead tree on Xerxes that was close to the power lines. The contractor dropped the tree to the ground and the Department cleaned up all of the debris.
- Staff is continuing to work on the level transducer issues within the wells that were previously reported.
- Staff has finished all of the main line street sweeping, there is still some spot sweeping that will need to be completed at a later date.
- 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 Staff attended CDL training at the SCALE facility in Scott County.
- Some of the Public Works Staff will attend a mock windstorm exercise that is being put on by the County. They have attended the pre exercise meeting and will be participating in the windstorm exercise in early May.

PUBLIC WORKS Combined Time By Department

April 2018

Total Hours:
637.5



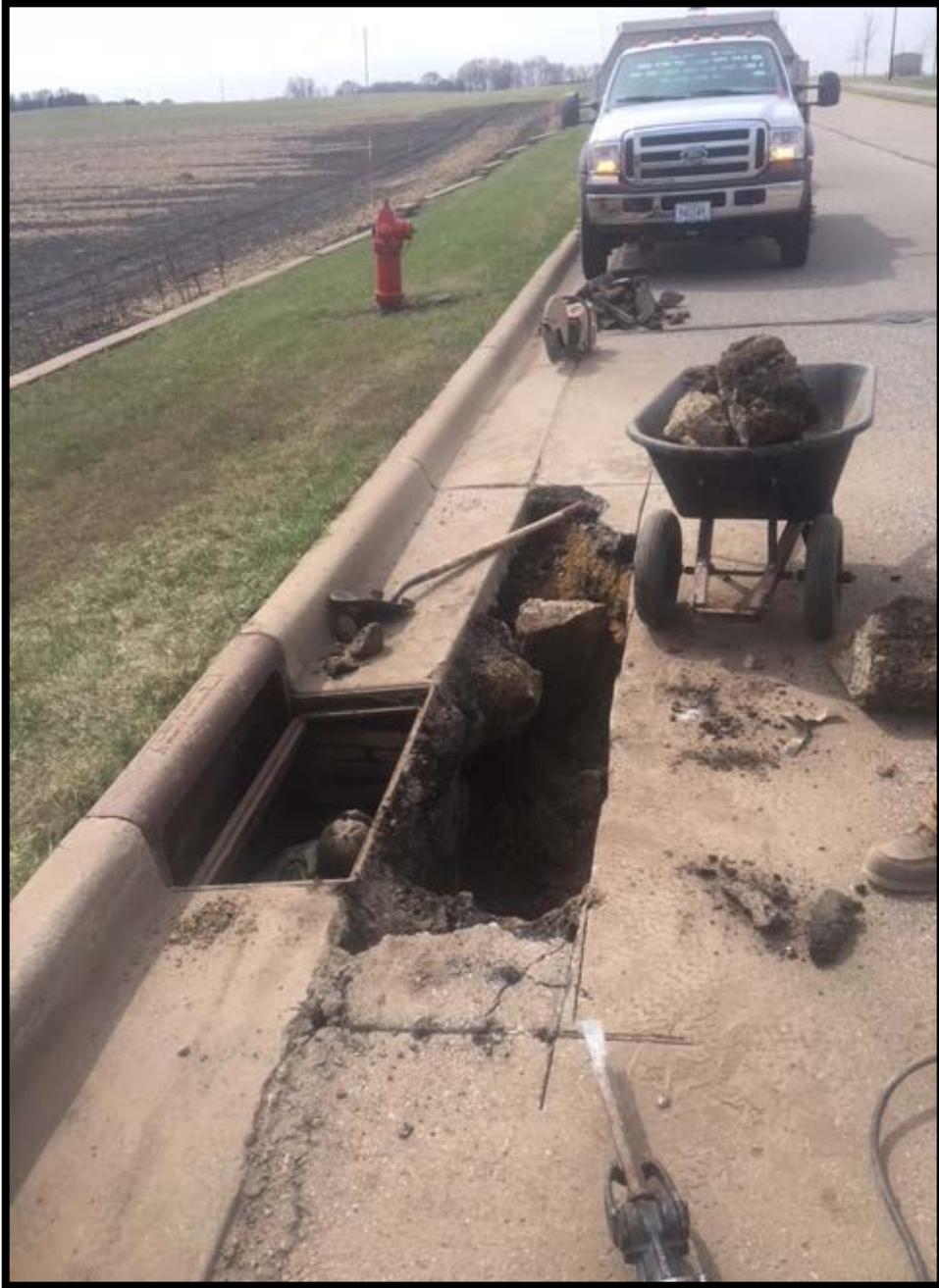
- Public Works
- Buildings
- Water
- Stormwater
- Snow Plowing
- Parks & Grounds
- Sewer

PHOTO ALBUM

by Corey Schweich









STAFF MEMORANDUM

SUBJECT: Monthly Police Activity – April 2018
MEETING DATE: May 10, 2018
PREPARED BY: Steve Mortenson, Chief of Police
REQUESTED ACTION: Information Only.

COMMUNITY VISION:

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

5 YEAR GOALS:

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

COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

DISCUSSION:

April 2 – Officer Melissa Wirtz attended Taser Certification/Instructor and is now certified as a Taser Instructor. She will now be able to train and recertify other officers in the department annually.

April 5 – Chief Steve Mortenson & Officer Melissa Wirtz participated in 8 hours of mandated Use of Force training with the Scott County Sheriff's Office. Training consisted of use of less lethal weapons: taser, less lethal shotgun, chemical spray and baton. Other training consisted of ground fighting and defensive tactics as well as weapon retention.

April 5 – Chief Mortenson presented the "Point of Impact" presentation to the community. Approximately 130 residents attended the training which consisted of driving expectations, rules and laws for new drivers. The presentation also focuses on parent involvement with practicing good driving behaviors with their children. The presentation was sponsored by the Elko New Market Chamber of Commerce. Attendance was the second highest in the 5 years that this topic has been presented.

April 12 – Staff participated in quarterly firearms training at the RTF range.

April 19 – Chief Mortenson attended the annual LMCIT Loss Control conference. Training topics included: Managing Critical Incidents/Officer Involved Shootings, Background Investigations and First Amendment Rights for Citizens at city meetings.

April 22 – 25 – Chief Mortenson attended the annual MN Chief's Association Training Conference. This year the training was held in Duluth. Training topics included: Leading through a Line of Duty Death, Reducing Organizational Stress in Law Enforcement, Leadership in Crisis, The Opioid Epidemic, Surviving 21st Century Police Politics, Use of Force Reform, Fair & Impartial Policing, Character Based Hiring and Officer Integrity in the 21st Century.

April 26th – Officers Eve Rudolph & John Machaby participated in 8 hours of mandated Use of Force training with the Scott County Sheriff's Office. Training consisted of use of less lethal weapons: taser, less lethal shotgun, chemical spray and baton. Other training consisted of ground fighting and defensive tactics as well as weapon retention.

April 27th – Officers Craig Bell & Josh Gareis participated in the interview panel for first round interviews for police officer position. 14 candidates were interviewed and the panel narrowed the interview pool down to 6 people to be invited back for the second round interview that we be held on May 11th.

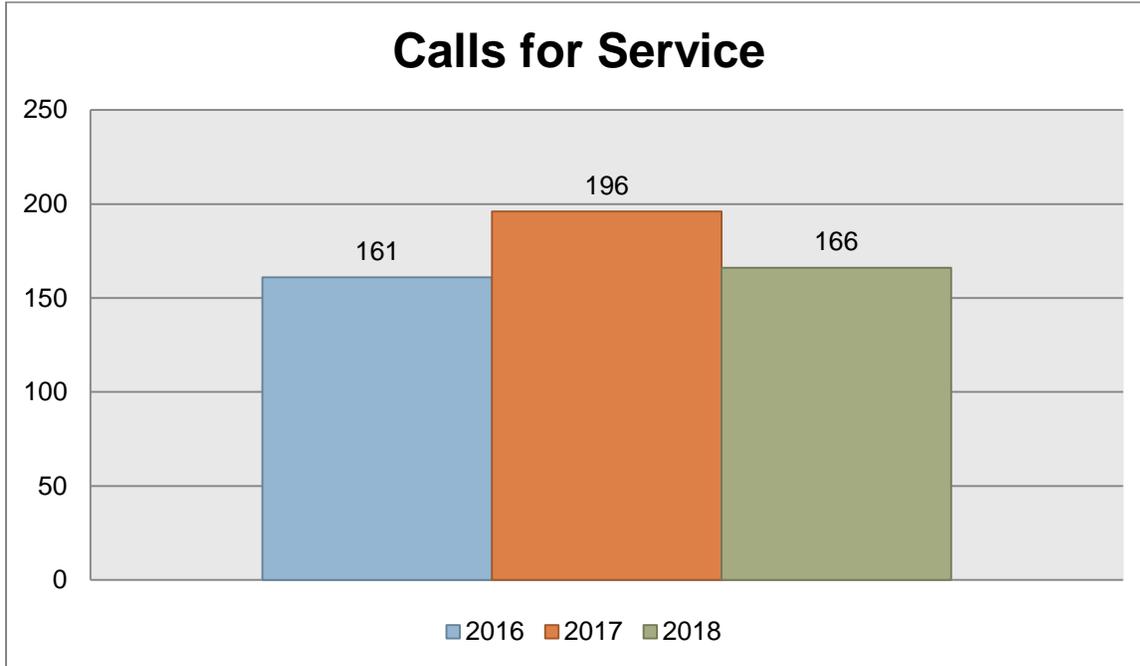
STATISTICAL INFORMATION – April 2018

Types of calls officers responded to:

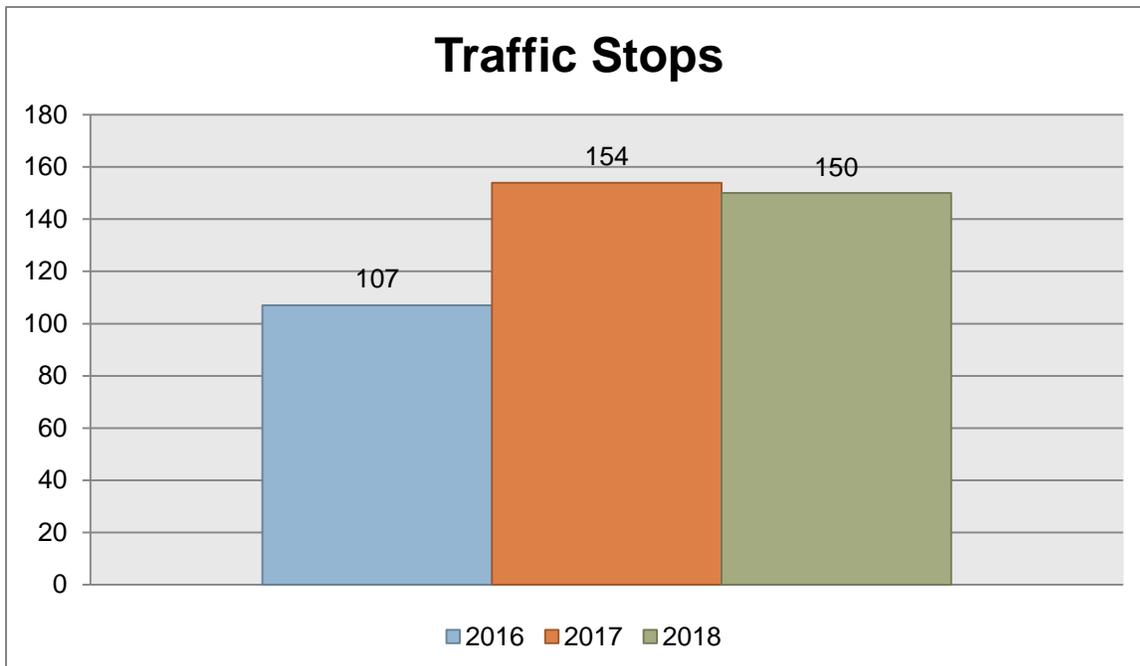
- 5 Harassing Communication (Includes phone, text & social media.)
- 1 Disturbance Complaint (One of the complaints involved an intoxicated male who was acting belligerent towards other customers at a local business. The male was unable to pay for his bill. He was transported home and given 3 days to come back to pay for his bill otherwise he would be cited for theft. Officer confirmed with employee that they received payment.)
- 1 Drugs (as a result of a traffic stop, speeding, an adult male was cited for possession of a small amount of marijuana in a motor vehicle.)
- 1 Missing Person/Runaway – (a juvenile female was reported to have ran away from home. She was located a few hours later by another law enforcement agency and reunited with her parents.)
- 3 Mental Health (In one incident, when officers located the subject in his bedroom, they found him lying in bed with a shotgun pointed underneath his chin. After approximately 58 minutes of negotiating with the subject, he put down the shotgun and was taken into custody. He was placed on a Health & Safety Hold.)
- 2 Domestic (verbal only, no assault.)
- 2 Nuisance Complaints (Involving loud juveniles and/or loud music.)
- 4 Medicals
- 3 Fraud
- 3 Fire Calls (One incident involved a house fire that was completely engulfed in flames when the officer arrived. Homeowners were connected to the Red Cross for assistance as the residence and belongings were a total loss.)
- 0 Theft
- 1 Vandalism
- 2 Noise complaints
- 2 Motor vehicle crash
- 2 Motor vehicle crash involving injury
- 10 Suspicion (Includes: Suspicious activity, vehicles and people.)

There were no arrests and transports to jail in the month of April 2018.

Calls for Service:

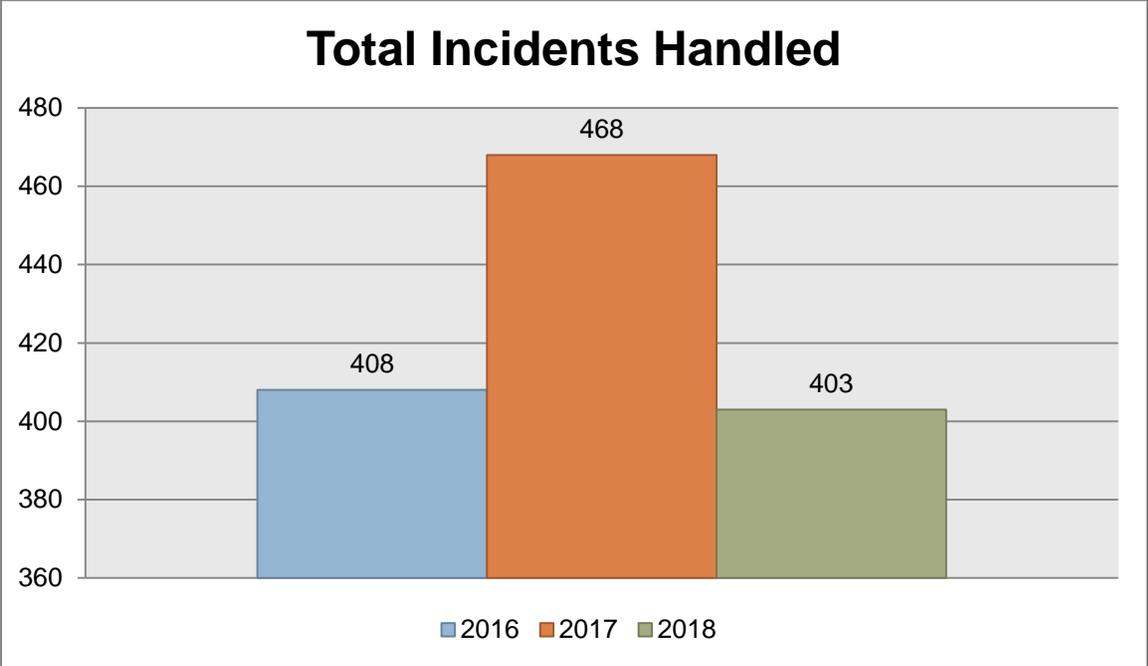


Total Traffic Stops:



150 traffic stops were conducted in April 2018. **130** warnings issued and **20** citations issued for speed, stop sign violation, no proof of insurance/no insurance, no seat belt use, and driving after revocation.

Total Incidents Handled:





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

MEMORANDUM

TO: CITY COUNCIL, PLANNING COMMISSION, EDA & CHAMBER OF COMMERCE
FROM: RENEE CHRISTIANSON, COMMUNITY DEVELOPMENT SPECIALIST
SUBJECT: COMMUNITY DEVELOPMENT UPDATES
DATE: MAY 4, 2018

Background / History

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

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.

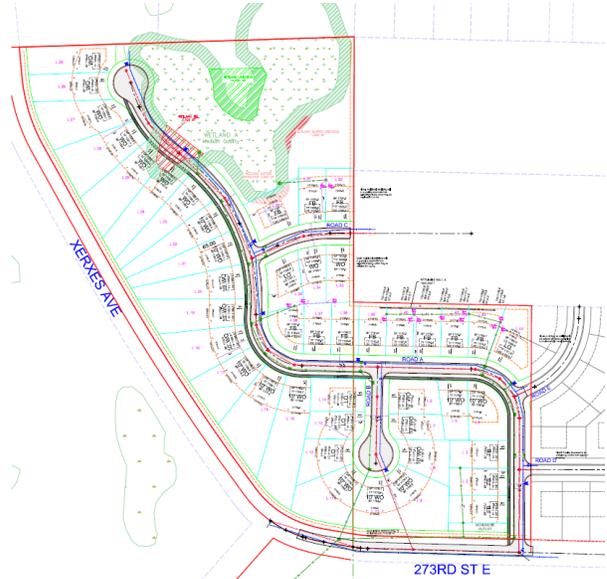


Barsness 1st Addn – A public hearing was held concerning an application for Development Stage PUD approval and Preliminary Plat approval of Barsness 1st Addition. The proposed commercial development contains a gas station, car wash, convenience store, office and retail. Following public input, the Planning Commission recommended that the application be continued so that the applicant could address unresolved issues concerning access design, building design and landscaping. The applicant is Warren Barsness.

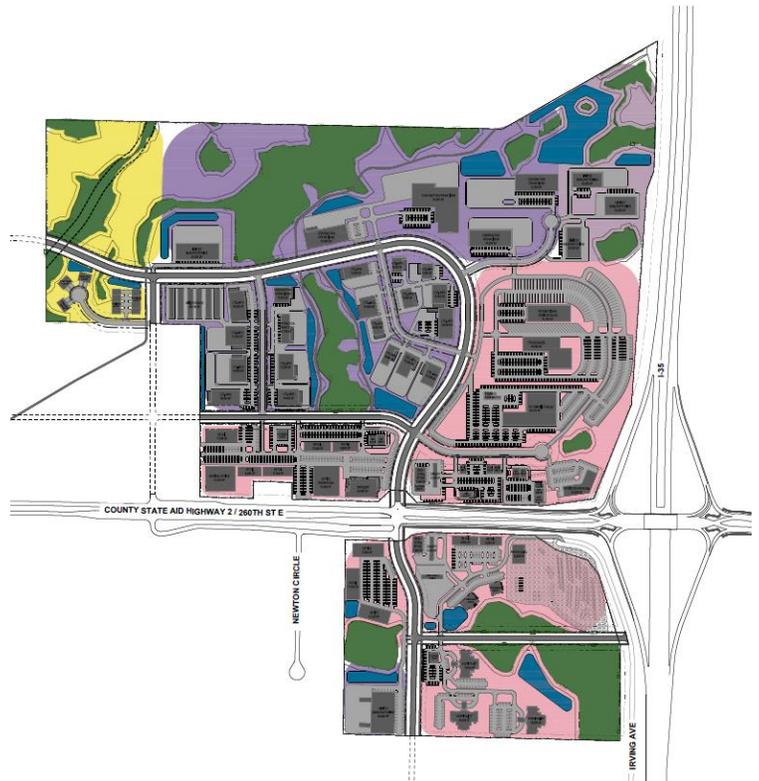


Pheasant Hills – This potential residential development was approved prior to the recession but never completed. Staff has met multiple times with the current property owner, who indicated he would like to pursue development of the property. The current owner is interested in redesigning the subdivision to create more lots than had been planned for pre-recession. Staff’s most recent meeting with the owner was on April 24th, where he indicated that he would be applying for PUD sketch plan review by the City’s Planning Commission.

Pete’s Hill Park – In early April, 2018 City staff corresponded with the property owner representative for this potential residential development project containing 46 potential single family residential lots and located immediately south of Pete’s Hill Park. He indicated that there may be a party interested in developing the property and that is currently under evaluation. He also directed City staff to continue marketing the property by sharing their concept engineering plans with interested developers. The project requires annexation of property from New Market Township. There was no contact with ownership group in April.



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 Adelmanns submitted a concept plan to the Planning Commission on April 24th and it will be reviewed by the City Council on May 24th. Having a concept development plan will help them market the property more effectively.



Dakota Acres / City Owned Property - The City owns a 3.1 acre parcel to the west of the property that had been slated for townhome development prior to the recession. The property can reasonably be used for medium or high density residential development. The current asking price for the property is \$285,000. Staff did a site visit with a senior housing developer on April 13th and continues to correspond with another developer who has indicated they will be submitting a purchase agreement on the property.

Dakota Acres / Syndicated Properties –The City received building permit applications to construct 13 townhome units in Dakota Acres. The City’s Building Official and Engineer are currently reviewing the building permit application. The applicant has indicated that they would like to start construction mid-May.



Dakota Acres 1st Addition – The City has received an application for rezoning, preliminary and final plat approval of Dakota Acres 1st Addition, a townhome development containing 28 units. If the application is determined to be complete, it will be scheduled before the Planning Commission on May 29th, 2018.

New Market Bank – The City’s Building Official completed a final inspection for interior finish of New Market Bank and issued a temporary Certificate of Occupancy. The bank will officially open in this new location on Monday, May 7th with a grand opening event to follow later in the month or the following month.

Salon Allure – The City’s Building official completed a final inspection for interior finish of Salon Allure and issued temporary Certificate of Occupancy. They are now operating in their new location.

Building Permits – No new single family home permits were issued in March, 2018.

Ordinance Updates – The City Council adopted amendments to the City Code pertaining to the parking of commercial vehicles in residential zoning districts, and changes to the definition of Residential Programs. Staff has started drafting amendments to the Code to make an allowance for food trucks to operate within the City. Introduced to the Planning Commission on March 24th was a discussion regarding reducing the minimum residential lot size requirements. The discussion will be ongoing throughout the summer of 2018.

Roundabout Project – Staff continued to participate in discussions regarding design of the roundabout. The City Council gave direction regarding items to be included in the final design of the roundabout project.

Industrial Lead – Corresponded with Ryan Companies multiple times regarding a proposal they submitted for a 600,000 square foot warehouse distribution center that could locate in Park I-35.

Senior Housing – Worked with the First Stop Shop in an attempt to find a location for a 150 bed child psychiatric center.

Business Assistance - Met with two business owners to discuss marketing ideas for their businesses, review Demographics Now and Every Door Direct Mail.



ENM Parks Commission Update

April 27, 2018

1. The City Council approved a budget of \$171,234.00 for the Parks Department for 2018. Through March 31, 2018, expenditures total \$26,254.60, or about 15.3%, of the total budgeted. We are well under the 25% guideline for the first 3 months of 2018.
2. The Rowena Pond Park RePurposing Master Plan is now underway! With the approval of relocating the playground equipment by the Commission on March 20th, Midwest Playscapes will do the work in early June.
3. It is also time to refresh the engineered wood fiber for all of the City playgrounds! I have notified the low bidder, Flagship Recreation, that their bid for 100 CY was the lowest at \$2,107.43. I will be met with their Representative, Brett Altergott, on 4/19 and ironed out delivery for the week of May 21st.
4. I have purchased the posts for the 2 Little Free Libraries to be installed in City parks – one near the digital sign board in front of City Hall and one in Wagner Park. I will now purchase a third Little Free Library for Little Windrose Park to go along with the installation of the one near the digital sign and the one at Wagner Park this Spring. It appears that the work will be done by an Eagle Scout candidate, Tyler Hanson, who may also do the garden around the digital sign, but I'm waiting for confirmation.
5. Hand dryers have been purchased for the Wagner Park Shelter to replace the towels. Not only is it a cheaper solution, but it will be "greener", too. Public Works has installed the hand dryers and will remove the towel holders and soap dispensers when they get time.
6. I'm purchased an additional 4 chairs to replace the damaged ones from last Summer. The next step will be to get all of the tables and chairs cleaned off and ready for another busy summer, which begins on May 1st!
7. Speaking of Summer, all the programs offered in Elko New Market by Lakeville Community Ed and New Prague Community Ed are on the City's website under the Events Tab...there are a total of 54 and there's something to do for any age! Thanks to Stephanie for getting them online!
8. The permanent display for the ENM Library has been constructed and delivered to the Library and it is now up! Take a look when you get a chance...they did a nice job with it!

9. I have purchased 3 new A-Frame Displays to use for announcing our Summer Programs. They will be placed along CSAH 2 the week of each event in hopes of increasing attendance.
10. I have been contacted by a local company about Disc Golf Course for Windrose Park. An 18 hole golf course can cost as little as \$10,000. I will be meeting with Leviska Design and should have additional information by the Thursday, May 10th Parks Commission Meeting.
11. The Elko Baseball Team request for a fence that would surround Old Elko City Hall Park. The City Council approved the concept of movable gates that will only be closed during ballgames and approved an Encroachment Agreement, which legally addresses the design, installation and maintenance of the fence, at the April 12th City Council Meeting.
12. The streetlight request for Pete's Hill was approved on the December 7th City Council Meeting. As recommended by the Parks Commission, the light will be paid for out the City's Contingency line-item and the monthly utility cost would be taken from the Park's Budget. I have now been in touch with MVEC on the installation, but no firm date has been assigned yet.
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 June 4th installation date.
14. Meanwhile, with the help of PW Superintendent, Corey Schweich, we are putting the existing ramps up for auction starting at \$2,750 on GovDeals, a website for used public sector equipment, for 3 weeks. If it remains unsold, then we'll put it up on Craigslist and on the LMC website.
15. The City...and the Parks Commission...have a new park! Boulder Heights, Outlot A, was officially transferred to the City for park purposes on 12/27/17. It is expected that the trails surrounding the wetland area will be constructed sometime this Fall. As the time gets closer, we'll talk more about a name for the park, a possible schedule for improvements, and expected Park Dedication fees from the subdivision to build it.
16. I met with Soccer Coordinator, Melissa Sulich, on the upcoming Fall program at EagleView Elementary School. As in the past, the Public Works Department will be mowing and lining the 10 soccer fields. The season will get underway on July 31st and will run on Tuesday and Thursday nights from 6:15 to 8:15 through September 6th with Annual Soccer Jamboree on Saturday, August 18th. With 2 weeks left to go for registration, participation is already up from the previous 3 years!

17. The dedication of Pete's Hill "Lookout", as we discussed at the April meeting, will be on Thursday, May 10th @ 5 PM. The May Parks Commission meeting will begin at 4 PM prior to the Ribbon Cutting; instead of Tuesday, May 8th. I am working with SMSC representatives on the Agenda for the event.
18. I met with Michelle Moschkau after the April meeting to discuss her request for a bench along the CSAH 91 bike/hike trail for resting and watching the annual migration of trumpeter swans, and other birds, that stop on the pond. The best viewing is not on city-owned property, so I'll be contacting the owner for permission.
19. As you know, the Twins Clinic will be in town on Saturday, May 26th at Fredrickson Field! The times will be 10 AM to 11:30 AM for 6 to 9 year old boys and girls and 11:30 AM to 1 PM for 10 to 13 year old boys and girls. The information has been posted Facebook and copies of the flyer have been given all of the softball/baseball teams for distribution.
20. Another reminder that the next Parks Commission Meeting will be on THURSDAY, May 10, 2018 at 4:00 PM at ENM City Hall prior to the Ribbon Cutting on Pete's Hill at 5 PM.