

**CITY OF ELKO NEW MARKET
CITY COUNCIL AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054
THURSDAY, SEPTEMBER 10, 2020**

**BUSINESS MEETING
6:00 PM**

The City Administrator has determined it is not practical or prudent to conduct an in-person City Council meeting due to the local state of emergency and social distancing guidelines. Accordingly, City Council will participate in this meeting via an electronic meeting and the City Council meeting will be conducted under Minnesota Statutes section 13D.021 at the date and time stated above. To the extent practical, members of the public may attend the meeting by utilizing this link:

<https://us02web.zoom.us/j/85783286871?pwd=WjhOM1owbUhPcVFGRXVKV3hYcHI5dz09>

1. Call to Order

2. Pledge of Allegiance

3. Adopt/Approve Agenda

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

5. Public Comment

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

6. Consent Agenda

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

- a. Approve August 27, 2020 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds
- c. Approve Corrected Grant Agreement for Webster Wetland Restoration Project
- d. Approve Engineering Manual and Standard Development Details Update

7. Public Hearings

8. General Business

- a. CARES Act - Business Emergency Grant Program

9. Reports

- a. Administration
 - i. Council Meeting Format
- b. Public Works
 - i. Monthly Report - August 2020
- c. Police Department
 - i. Monthly Report – August 2020
- d. Fire Department
- e. Engineering
- f. Community Development
 - i. Community Development Updates
- g. Parks Department
 - i. Monthly Parks & Recreation Update – August 2020
- h. Community & Civic Events Committee (CCEC)
- i. Other Committee and Board Reports
 - i. Legislative Policy Committee Updates
 - ii. Scott County Association for Leadership and Efficiency (SCALE)
 - Executive Committee
 - Service Delivery Committee
 - Unified Transit Plan Steering Committee
 - iii. Minnesota Valley Transit Authority (MVTA)
 - iv. I35 Solutions Alliance
 - v. Chamber of Commerce

10. Discussion by Council

11. Adjournment

1) CALL TO ORDER

The meeting was called to order by Mayor Julius at 6:00 p.m.

Members Present: Mayor Julius, Councilmembers: Timmerman, Berg, Seepersaud and Novak

Members Absent: None

Also Present: Assistant City Administrator Nagel, Community Development Specialist Christianson, Police Chief Juell, City Attorney Monge, Deputy Clerk Jirak and City Engineer Revering

2) PLEDGE OF ALLEGIANCE

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

3) ADOPT/APPROVE AGENDA

MOTION by Councilmember Timmerman, second by Councilmember Berg to approve the agenda.

APIF, MOTION CARRIED

4) PRESENTATION, PROCLAMATIONS AND ACKNOWLEDGEMENTS (PP&A)

None.

5) PUBLIC COMMENT

Scott County Commissioner Tom Wolf updated Council on Scott County items to include:

- Advised the Roundabout is complete with the road reopening on Tuesday evening.
- Updated that CDA has budgeted for improvements to Highway 2 and I-35.
- Advised that road projects in Scott County are on schedule.
- Updated that a resident on the boarder of Cedar Lake Township and New Market Township is looking to place a helipad on his property.
- Updated that Scott County is under a hiring freeze for the past four months.
- Updated that Scott County is looking at a preliminary 2.2% levy increase for next year.

6) CONSENT AGENDA

MOTION by Councilmember Berg, second by Councilmember Novak to approve Consent Agenda.

- a. Approve August 13, 2020 Minutes of the City Council Meeting
- b. Approve Payment of Claims and Electronic Transfer of Funds

APIF, MOTION CARRIED

7) PUBLIC HEARINGS

None.

8) GENERAL BUSINESS

Use of Coronavirus Relief Funding

Assistant City Administrator Nagel presented to the Council a background for the Cares Act. The City of Elko New Market received \$359,298 from the Coronavirus Relief Fund. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that meet certain criteria.

Department heads and supervisors drafted a list of items that are open for options for discussion for usage of Cares Act funds which include:

- Non-payroll operating expenses \$40,000
- Eligible payroll expenses \$50,000
- Police Department payroll \$430,000
- PD Office HVAC \$107,500
- PD Garage HVAC \$62,500
- Touch Free bathrooms \$62,000
- Ridges Hospital ????
- Business economic assistance \$100,000

Community Development Specialist Christianson presented to Council Cares Act – Business Economic Assistance. If approved, this would allow the City to fund \$5,000 grants or loans to local businesses. A draft program was presented for consideration by reviewing 14 communities that adopted similar programs, the League of MN Cities Guidance, and the State’s recommendations.

Mayor Julius presented some other ideas for discussion regarding these funds to include:

- Open eligibility to business located in New Market Township if 80% or more of the ownership lives within the city
- have automatic payments reimbursements
- eliminate revenue cap completely
- require local ownership
- revisit non-funded recommendations mid-October.

Staff was looking for direction from Council on allocation of these funds.

The Council discussion indicated:

- Non-payroll operating expenses, do not include at this time
- Eligible payroll expenses, do not include at this time
- PD Payroll, do not include in preliminary numbers at this time
- PD office HVAC placed on hold for now, possibly transfer some of these funds to pay for something in new PD building
- PD Garage HVAC, include in preliminary numbers at this time
- “Touch Free” bathrooms, include in preliminary numbers at this time
- Business Emergency Grant Program, include and will revisit numbers in October

Police Chief Juell updated Council that a COVID mitigation station has been implemented, which includes a new washer and dryer, into the new PD Building along with an additional computer, to allow for more options for officers to work. Police Chief Juell also mentioned that officers being quarantined due to family members testing positive for COVID and paying additional officers overtime to cover these shifts, is a factor to look into also.

MOTION by Councilmember Berg, second by Councilmember Novak to adopt Resolution 20-46 designating \$100,000 of the Coronavirus Relief Funds to be used in accordance with the Business Emergency Grant Program.

4 ayes, Councilmember Timmerman abstained, MOTION CARRIED.

MOTION by Councilmember Novak, second by Mayor Julius to use funds for PD Garage HVAC, touch free bathrooms and Business Economic Assistance Program in the form of grants.

APIF, MOTION CARRIED.

9) REPORTS

a) Administration

Council Meeting Format

No changes made.

b) Public Works

None.

c) Police Department

Police Chief Juell updated the Council on the notable difference, in traffic, opening the roundabout has made. Chief Juell updated Council on enforcement statistics during the closure of the roundabout and gave a COVID update regarding police staff.

d) Fire Department

None.

e) Engineering

City Engineer Revering stated that traffic engineers have replaced using the word accident with crash instead. The word accident implies that the incident can't be prevented, and most crashes are preventable.

f) Community Development

Community Development Specialist Christianson updated Council that construction on 275th Street has started, and roads were being paved between CR91 and Oxford Lane and that there have been a lot of development inquiries lately.

g) Parks Department

Assistant City Administrator Nagel updated Council on the following Parks items:

- Advised that the 448 Main Street project, removing asbestos, should be starting up after Labor Day.

- Updated that continuing to work with DSI to see if Recycling Day will take place on Saturday, October 3.
- Updated the Farmers Market survey has gone out and there has been a good turnout along with good information passed along. Received 441 responses to date.
- Advised that the skatepark phase II, adding additional equipment, should be starting in two weeks.

h) Community & Civic Events Committee (CCEC)

Assistant City Administrator Nagel updated the Council on the neighborhood Fire Rescue Days parade which will take place on Saturday, September 12 and a Halloween Party that will be a drive through at Eagle View Elementary School on Saturday, October 24.

i) Other Committee and Board Reports

Legislative Policy Committee Updates

None.

Scott County Association for Leadership and Efficiency (SCALE)

None.

- Executive Committee – None.
- Service Delivery Committee – None.
- Unified Transit Plan Steering Committee – None.

Minnesota Valley Transit Authority (MVTA)

Councilmember Novak updated the Council on the MVTA meeting held Wednesday which highlighted MVTA's relationship with Helping Paws organization. Helping Paws trains the dogs to not fear the MVTA buses.

I35 Solutions Alliance Councilmember

None.

Chamber of Commerce

Councilmember Timmerman reminded the Council of the upcoming Chamber Golf Tournament to be held on Friday, September 11, 2020.

10) DISCUSSION BY COUNCIL

None.

11) ADJOURNMENT

MOTION by Councilmember Berg, second by Councilmember Novak to adjourn the meeting at 7:30 p.m. **APIF, MOTION CARRIED**

Respectfully submitted by

Lynda Jirak, Deputy Clerk



STAFF MEMORANDUM

SUBJECT:	Presentation of Elko New Market Claims and Electronic Transfer of Funds
MEETING DATE:	September 10, 2020
PREPARED BY:	Stephanie Fredrickson, Administrative Assistant
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 City Council meeting the Administrative Assistant presents for approval the Elko New Market Claims and Electronic Transfer of Funds.

A detail listing of work performed is being provided below for invoices by Consultants of City of Elko New Market. The invoices below are included for payment on the attached Check Summary Register.

Bolton & Menk, Inc.	<u>Amount</u>
• Wastewater General	\$356.92
• Stormwater General	\$1,284.99
• Water General	\$446.15
• Streets General	\$9,888.05
• Dakota Acres 1 st Addn	\$945.00
• Streets – Municipal State Aid	\$1,277.84
• Pete’s Hill	\$8,554.00
• Woodcrest Sewer	\$713.84
• Boulder Heights	\$3,540.00
• Christmas Pines	\$690.00
• 2019 Pavement Rehab	\$89.23
• 2023 New Market Recon/CIP	\$3,341.68
• Webster Wetland Restore	\$267.69
• <u>Kwik Trip</u>	<u>\$1,876.50</u>
• Total	\$33,271.89

BUDGET IMPACT:

Budgeted

Attachments:

- Check Summary Register

Check Summary Register©*September 10, 2020**

Name	Check Date	Check Amt	
AUTOPAYS			
Paid Chk# 006926E	HEALTH PARTNERS	8/24/2020	\$19,693.78 Health Insurance
Paid Chk# 006927E	DELTA DENTAL OF MINNESOTA	8/24/2020	\$1,215.30 Delta Dental Insurance
Paid Chk# 006928E	SUN LIFE FINANCIAL	8/24/2020	\$1,457.61 Sun Life Insurance
Paid Chk# 006929E	VANTAGEPOINT TRANSFER	8/24/2020	\$565.00 ICMA- Kellie Stewart
Paid Chk# 006930E	VANTAGEPOINT TRANSFER	8/24/2020	\$245.00 ICMA- Steve Hotaling
Paid Chk# 006931E	HEALTH EQUITY, INC.	8/24/2020	\$1,205.03 HSA- Steve Hotaling
Paid Chk# 006932E	HEALTH EQUITY, INC.	8/24/2020	\$44.25 HSA Monthly Fees
Paid Chk# 006933E	MN VALLEY ELECTRIC COMPANY	8/22/2020	\$52.00 268X Xerxes Water Tower, Elko
Paid Chk# 006934E	MINNESOTA ENERGY RESOURCES	9/1/2020	\$19.33 26518 France Avenue
Paid Chk# 006935E	MINNESOTA ENERGY RESOURCES	9/11/2020	\$48.32 26518 France Avenue
Paid Chk# 006936E	MINNESOTA ENERGY RESOURCES	9/11/2020	\$19.33 26518 France Avenue
Paid Chk# 006937E	XCEL ENERGY	9/21/2020	\$330.85 Storage
Paid Chk# 006938E	XCEL ENERGY	9/22/2020	\$187.10 Lift Station / 10010 Ptarmigan
Paid Chk# 006939E	XCEL ENERGY	9/22/2020	\$1,164.79 Wellhouse - 26460 France Ave
Paid Chk# 006940E	XCEL ENERGY	9/21/2020	\$118.86 26536 France Ave
Paid Chk# 006941E	MN VALLEY ELECTRIC COMPANY	9/9/2020	\$10.74 City of Elko Park, Elko
Paid Chk# 006942E	XCEL ENERGY	9/21/2020	\$844.46 Library - 100 J Roberts Way
Paid Chk# 006943E	MN VALLEY ELECTRIC COMPANY	9/22/2020	\$1,491.38 Streetlights, Elko
Paid Chk# 006944E	MN VALLEY ELECTRIC COMPANY	9/9/2020	\$76.20 Glenborough Dr & Chownen
Paid Chk# 006945E	MN VALLEY ELECTRIC COMPANY	9/22/2020	\$47.73 27059 Beard Ave Lift Pump
Paid Chk# 006946E	MINNESOTA ENERGY RESOURCES	9/15/2020	\$20.88 408 Carter Street
Paid Chk# 006947E	MINNESOTA ENERGY RESOURCES	9/15/2020	\$19.33 359 James Parkway
Paid Chk# 006948E	MINNESOTA ENERGY RESOURCES	9/15/2020	\$48.32 110 J Roberts Way - Library
Paid Chk# 006949E	MINNESOTA ENERGY RESOURCES	9/15/2020	\$38.66 26518 France Avenue
Paid Chk# 006950E	MINNESOTA ENERGY RESOURCES	9/11/2020	\$50.42 PW Facility - Gas Utilities
Paid Chk# 006951E	MINNESOTA ENERGY RESOURCES	9/15/2020	\$64.56 25499 Natchez Ave - WTP
Paid Chk# 006952E	MINNESOTA ENERGY RESOURCES	9/17/2020	\$20.75 151 Williams Street
Paid Chk# 006953E	MN VALLEY ELECTRIC COMPANY	9/22/2020	\$24.16 27511 Oxford Ln Lift Station
Paid Chk# 006954E	PSN	9/3/2020	\$1,439.59 Credit Card Processing Fees
Paid Chk# 006955E	PERA	9/3/2020	\$9,538.76 Payroll Liability
Paid Chk# 006956E	MN DEPT OF REVENUE	9/3/2020	\$2,163.46 Payroll Liability
Paid Chk# 006957E	INTERNAL REVENUE SERVICE	9/3/2020	\$10,158.18 Payroll Liability
Paid Chk# 006958E	VANTAGEPOINT TRANSFER	9/3/2020	\$245.00 ICMA- Steve Hotaling
Paid Chk# 006959E	VANTAGEPOINT TRANSFER	9/3/2020	\$565.00 ICMA- Kellie Stewart
Paid Chk# 006960E	HEALTH EQUITY, INC.	9/3/2020	\$1,205.03 HSA- Steve Hotaling
Paid Chk# 006961E	MN DEPT OF LABOR & INDUSTRY	9/3/2020	\$1,526.87 Building Surcharge Report
TOTAL			\$55,966.03

CHECK REGISTER

Paid Chk# 041354	ALLENS SERVICE, INC.	9/10/2020	\$300.00 PW - Fleet Maint & Equip
Paid Chk# 041355	APPLE FORD LINCOLN	9/10/2020	\$1,198.10 PW - Fleet Maint & Equip
Paid Chk# 041356	BLACKFIRE CREATIVE, INC.	9/10/2020	\$89.00 PW - Fleet Maint & Equip
Paid Chk# 041357	BOLTON & MENK	9/10/2020	\$33,271.89 T17.119273 - Petes Hill
Paid Chk# 041358	BOYER TRUCKS	9/10/2020	\$1,404.11 PW - Fleet Maint & Equip
Paid Chk# 041359	CENTURY COLLEGE	9/10/2020	\$1,050.00 FD Training
Paid Chk# 041360	CINTAS CORPORATION NO. 2	9/10/2020	\$41.69 PW - Operating Supplies
Paid Chk# 041361	CITY OF SAVAGE	9/10/2020	\$16,846.75 PD Computers x5
Paid Chk# 041362	CORE & MAIN LP	9/10/2020	\$208.04 PW - Stormwater Repairs
Paid Chk# 041363	CULLIGAN BOTTLED WATER	9/10/2020	\$51.21 Bottled Water
Paid Chk# 041364	DEPARTMENT OF FINANCE	9/10/2020	\$30.00 2012 Ford Escape/Branson - VIN
Paid Chk# 041365	EARL F. ANDERSON, INC.	9/10/2020	\$126.07 PW - Signs
Paid Chk# 041366	FLEET SERVICES &	9/10/2020	\$24.44 PW - Fleet Maint & Equip
Paid Chk# 041367	FORFEITURE ATTORNEY SCOTT CO.	9/10/2020	\$60.00 2012 Ford Escape/Branson - VIN
Paid Chk# 041368	GREAT LAKES MANAGEMENT	9/10/2020	\$225.00 Library - Quarterly Mgmt Fee -
Paid Chk# 041369	HAWKINS, INC.	9/10/2020	\$10.00 PW - Water Chemicals
Paid Chk# 041370	INNOVATIVE OFFICE SOLUTIONS LL	9/10/2020	\$122.06 Office Supplies
Paid Chk# 041371	JEFFERSON FIRE & SAFETY, INC.	9/10/2020	\$93.96 FD - Coat Repair
Paid Chk# 041372	KELLEY FUELS, INC.	9/10/2020	\$1,373.49 PW - Fuel
Paid Chk# 041373	LEAGUE OF MN CITIES INS TRUST	9/10/2020	\$949.47 Claim 106054
Paid Chk# 041374	LEO A DALY	9/10/2020	\$2,829.70 PD Addition - 92% Complete
Paid Chk# 041375	MARKET VILLAGE SR RESIDENCE	9/10/2020	\$340.56 A-1 Landscaping Inv#13297 - 50
Paid Chk# 041376	MENARDS - DUNDAS	9/10/2020	\$20.99 Parks Repairs
Paid Chk# 041377	MIDWEST FENCE & MFG. CO.	9/10/2020	\$6,678.00 Rowena Park Improvements - Bac
Paid Chk# 041378	MN CRITTER GETTERS, INC.	9/10/2020	\$1,200.00 Monthly Animal Control
Paid Chk# 041379	MN OCCUPATIONAL HEALTH	9/10/2020	\$156.00 Pre-Employ Exam - Kevin Dunning
Paid Chk# 041380	MN RECREATION & PARK ASSOC.	9/10/2020	\$150.00 MRPA Virtual Annual Conference
Paid Chk# 041381	MUNICIPAL INSPECTIONS, INC.	9/10/2020	\$8,534.96 Erosion Control Inspections

Check Summary Register©*September 10, 2020**

	Name	Check Date	Check Amt	
Paid Chk#	041382	QUALITY FLOW SYSTEMS, INC.	9/10/2020	\$295.00 PW - Sewer Repairs
Paid Chk#	041383	QUILL CORPORATION	9/10/2020	\$21.56 Operating Supplies
Paid Chk#	041384	RIGID HITCH INCORPORATED	9/10/2020	\$25.44 PW - Fleet Maint & Equip
Paid Chk#	041385	SCOTT COUNTY RECORDER	9/10/2020	\$138.00 Spec Assess Agmt Recording - W
Paid Chk#	041386	SORENSEN CONSULTING	9/10/2020	\$375.00 Pre-employment Assessment - Ke
Paid Chk#	041387	STREICHER'S INC	9/10/2020	\$164.99 PD - Uniform Pants/Hotaling
Paid Chk#	041388	SPLIT ROCK MANAGEMENT INC	9/10/2020	\$845.00 WAGNER PARK
Paid Chk#	041389	VERIZON WIRELESS	9/10/2020	\$736.95 Cell Phones
Paid Chk#	041390	VOIP NETWORKX	9/10/2020	\$228.13 VOIP Phones Monthly
Paid Chk#	041391	W.W. GOETSCH ASSOCIATES, INC.	9/10/2020	\$6,310.00 PW - Sewer Repairs
	TOTAL			\$86,525.56



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& MENK**

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Burnsville, MN 55337-1649

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

MEMORANDUM

Date: September 10, 2020
To: Honorable Mayor and City Council of Elko New Market, Minnesota
Thomas Terry, City Administrator
From: Rich Revering PE, City Engineer
Subject: Grant Agreement Correction
Webster Wetland Restoration Project

BACKGROUND

The City Council is being asked to approve a corrected Grant Agreement with the Vermillion River Watershed Joint Powers Organization for funding related to the above-referenced project.

DISCUSSION

The agreement had originally been executed with Scott County; however, the Administrator for both watersheds is asking that the attached agreement be approved instead. The project is in the VRWJPO and it was discovered funds cannot be passed through Scott County from the State as originally intended. The original agreement and cover memo is attached for reference.

RECOMMENDATIONS

Adopt by resolution the attached agreement.

**JOINT POWERS AGREEMENT
BETWEEN THE VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
AND
CITY OF ELKO NEW MARKET
FOR THE WEBSTER WETLAND RESTORATION**

THIS AGREEMENT is made by and between the City of Elko New Market, a body political and corporate under the laws of the State of Minnesota, hereinafter referred to as the “City” and the Vermillion River Watershed Joint Powers Organization, a watershed management body consisting of Dakota and Scott Counties, hereinafter referred to as “VRWJPO”.

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, VRWJPO is a watershed management body consisting of Dakota and Scott Counties governed by the Vermillion River Watershed Joint Powers Board (VRWJPB) and is charged with carrying out the duties set forth in Minn. Stat. § 103B.211 to 103B.255 and as otherwise provided by law; and

WHEREAS, the Vermillion River is an impaired water beginning in New Market Township in Scott County, hereinafter referred to as the “River”; and

WHEREAS, stormwater runoff carries excess nutrients and bacteria to the River contributing to its impairments; and

WHEREAS, wetland restoration is a strategy identified in the Vermillion River Watershed Restoration and Protection Strategy (WRAPS) to aid in restoring the River; and

WHEREAS, the Webster Wetland, (hereinafter “Project”) is included in the Board of Water and Soil Resources (BWSR) approved Work Plan for the FY19 Watershed Based Funding grant, hereinafter referred to as the “Grant”; and

WHEREAS, the VRWJPO has agreed to allocate up to sixty-seven thousand dollars and no cents (\$67,000.00) of Grant funding to restore the Webster Wetland; and

WHEREAS, the Grant has a match requirement equal to ten percent (10%) of the Grant monies received; and

WHEREAS, the City will provide up to \$7,329.00 in local match toward the Project; and

WHEREAS, the Project is work that will be conducted by the City.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the City and the VRWJPO shall derive from this Agreement, the VRWJPO and the City hereby enter into this Agreement as stated herein.

**ARTICLE 1
PARTIES**

The parties to this Agreement are the VRWJPO and the City.

**ARTICLE 2
PURPOSE**

The purpose of this Agreement is to define Project responsibilities and cost-sharing obligations of the parties.

**ARTICLE 3
TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2021, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4
COOPERATION**

The VRWJPO and City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**ARTICLE 5
TECHNICAL AND QUALITY ASSURANCE**

The City engineer will provide technical and quality assurance for the Project. The City engineer is a licensed Professional Engineer in the State of Minnesota.

**ARTICLE 7
PAYMENT**

- 7.1** The City will administer the contract and act as the paying agent for all payments to contractor.
- 7.2** The Grant will reimburse project-related activities up to \$67,000.
- 7.3** The Grant has a 10% match requirement to the amount of Grant monies received. The City is responsible for the match amount related to the Project up to a total maximum Grant match amount of \$7,329.00.
- 7.4** The City shall pay the balance of the Project cost to the contractor beyond any allocation of grant dollars.
- 7.5** Upon completion of work on the wetland, the City is required to submit proof of payment of the contractor's invoice to the VRWJPO. The VRWJPO will verify compliance with Grant requirements prior to reimbursement of Grant funds to the City.

7.6 The VRWJPO shall pay the City within 45 days of receipt of an invoice, contractor's invoice(s), seed tags, City staff time, verification of City's payment(s) to contractor, and any additional documentation for the work performed or payment for work performed for the project.

7.7 The VRWJPO may refuse to pay claims not specifically authorized by this Agreement or the Grant. Payment of a claim shall not preclude the VRWJPO from questioning the propriety of the claim. The VRWJPO reserves the right to be repaid for any overpayment or disallowed claim.

ARTICLE 8 PARTY OBLIGATIONS

8.1 AUTHORIZED PURPOSE. The funds provided under the terms of this Agreement may only be used for the payment of costs directly related to the implementation of the Grant approved Project.

8.2 CONTRACT FOR SERVICES. The City shall hire any necessary contractors to complete the Project. The City shall require the contractor to obtain and maintain adequate insurance consistent with the City and VRWJPO contract policies for the Project and the insurance shall name both the City and the VRWJPO as additional insureds and shall be the primary coverage for any claims arising out of the Project.

8.3 CONSTRUCTION AND DESIGN FAILURES. Any failure related to construction or design of the Project shall be addressed in the contracts with the construction firm or professional services firm.

8.4 ACCESS TO PREMISES. The City hereby permits the VRWJPO, its employees, authorized representatives and agents to enter upon and have rights of ingress and egress over and access at reasonable time to the real property where the Project will be located to inspect the Project.

8.5 OPERATION AND MAINTENANCE. The City shall be responsible for the ongoing maintenance of the Webster Wetland Restoration for a minimum of twenty-five years in accordance with the Grant.

8.6 COMPLIANCE WITH LAWS/STANDARDS. The parties shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations in constructing the Project.

8.7 PUBLICITY. The parties may take and disclose photographs of Project sites for use in publications or promotional materials or on their websites to highlight the VRWJPO's or the City's programs. Each party shall appropriately acknowledge the funding provided by the other party and the Grant in any promotional materials, signage, reports, publications, notices, and presentations related to the Project. This section shall survive the expiration or termination of this Agreement.

8.8 REPORTING. VRWJPO staff will complete the state required reporting in eLink for the Projects within Scott County in the Work Plan.

**ARTICLE 9
INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the VRWJPO and the City. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 10
AUTHORIZED REPRESENTATIVES AND LIAISONS**

10.1 AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE VRWJPO: Mike Slavik, or successor, Chair
Vermillion River Watershed Joint Powers Organization
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7030

TO THE CITY: Tom Terry, or successor, City Administrator
City of Elko New Market
601 Main Street
Elko New Market, MN 55020
Telephone: (952) 461-2777

In addition, notification to the City regarding termination of this Agreement by the County shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

10.2 LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the VRWJPO and the City. The VRWJPO and the County shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

VRWJPO Liaison: Travis Thiel, or successor
Sr. Watershed Specialist
Telephone: (952) 891-7546
Email: travis.thiel@co.dakota.mn.us

City Liaison: Renee Christianson, or successor
Community Development Specialist
Telephone: (952) 461-2777
Email: rchristianson@ci.enm.mn.us

ARTICLE 11 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, or as delegated by the parties' respective Boards, and signed by the Authorized Representatives, or delegated authority, of the VRWJPO and the City.

ARTICLE 12 TERMINATION

12.1 IN GENERAL. Either party may terminate this Agreement for cause by giving seven (7) days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

12.2 TERMINATION BY CITY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the City may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. The City is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

12.3 PROPERTY SETTLEMENT. Upon any termination, ownership and title to property, goods and materials purchased with funds under this agreement shall remain with the party responsible for the original maintenance duties.

ARTICLE 13 MINNESOTA LAW TO GOVERN

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota. This section shall survive the expiration or termination of this Agreement.

**ARTICLE 14
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 15
SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

**ARTICLE 16
GOVERNMENT DATA PRACTICES**

The City and the VRWJPO must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the County or the VRWJPO.

**ARTICLE 17
SURVIVABILITY**

The provisions of sections 8.3 (Construction and Design Failures), 8.5 (Operation and Maintenance), 9 (Indemnification) and 16 (Government Data Practices) survive the expiration or termination of this Agreement.

**ARTICLE 18
DEFAULT: FORCE MAJEURE**

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

**ARTICLE 19
ELECTRONIC SIGNATURES**

Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

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

CITY OF ELKO NEW MARKET

VERMILLION RIVER WATERSHED

by _____
Tom Terry, City Administrator

by _____
Mike Slavik, Chair
Vermillion River Watershed Joint Powers Board

Date _____

Date _____

by _____
Joe Julius, Mayor

Approved as to form:

/s/ Helen R. Brosnahan 8/10/20
Assistant Dakota County Attorney/Date
KS-20-352

Date _____



STAFF MEMORANDUM

SUBJECT:	Webster Wetland Restoration Agreement
MEETING DATE:	June 27, 2019
PREPARED BY:	Haley Sevening, Community Development/Administrative Intern
REQUESTED ACTION:	Approve Webster Wetland Restoration 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 / HISTORY:

In early-2018 the Vermillion River Watershed Joint Powers Organization (VRWJPO) and the Minnesota Board of Water and Soil Resources (BWSR) reached out to staff looking for proposals for a water quality improvement project for the Watershed's 2019 Watershed Based Funding Metro Grant Work Plan.

Staff submitted a proposal for the restoration of a six acre, partially drained, wetland located on City owned property southeast of the Webster St. and Aaron Dr. intersection. The wetland is located in the highest tributary reach of the Vermillion River and is currently drained by a field tile that runs in a northwest direction across the property. This field tile also serves as a drain for a wetland complex further upstream on private property. It is unknown whether secondary tile lines connect to this tile and further drain the wetland.

The City proposes to replace the field tile through this wetland with solid pipe (to maintain the upstream drainage) and construct an outlet structure to protect Webster/Zane Avenue from overtopping and provide a consistent normal water level. The restored water level would result in depths of 6 to 36 inches in the center of the wetland (deep marsh) and surface saturation to 6 inches deep at the edges (shallow marsh). The wetland has been used to raise alfalfa for decades, so emergent native wetland vegetation establishment below the resulting water level is proposed to be part of the design. The partially drained condition has allowed Reed Canary Grass to become dominant. This species has little to offer from a natural, visual, or recreational perspective and will be drowned out by the restored hydrology. The full project proposal with location and existing condition maps are attached.

A cost estimate for the proposed project is \$73,293. A line item cost estimate is attached; however, no design has yet been prepared. The City Engineer's opinion is that a design to essentially replace the pipe adjacent to its existing alignment and provide only a performance based specification can be done for 10% of the construction cost. The construction estimate includes a 10% contingency that would cover design if the contingency is not used. If the full contingency is required, the total project cost is \$80,622.30. In compliance with the City's Fiscal Policy, quotes would be solicited from known contractors. The City Engineer assumes that for a straight-forward and shallow pipe installation in a permanent open area that full-time observation would not be justified, so no construction engineering is included. It would be performed by City staff. If the work is done by a contractor, Staff would include a requirement that the line be mandrel tested to demonstrate it was placed with adequate side-support. The contractor would be required to provide his own grade control for a straight-line grade to match existing pipes.

DISCUSSION:

On May 10, 2019, staff received the Webster Wetland Restoration Grant Agreement from Scott County. At this time, staff is asking the Council to approve the attached Webster Wetland Restoration Agreement. The restoration project will not only eliminate reduce the field tile as a maintenance liability to the City, but will also help to enhance water quality and improve aesthetics of the property. If approved, staff will move forward with project planning.

BUDGET IMPACT:

The budget impact for this item are the costs associated with design and bidding of the project and a 10% match of the project cost (up to \$7,329). The grant funding received covers up to \$67,000 of project costs.

Up to \$60,000 of the grant funding is to be reimbursed within 30 days after receipt of invoices documenting actual expenses and the required proportional City match. The reimbursement for the remainder of project costs (not to exceed \$67,000) will be made once the City has completed all required reporting to BWSR.

CITY ATTORNEY RECOMMENDATION:

The City Attorney has reviewed the Webster Wetland Restoration Agreement and recommends approval of the contract. She notes that the contract for the work should include compliance with the requirements of the grant and this agreement.

Attachments:

Project Proposal
Project Location Map
Existing Conditions Topographic Map
Soils Map
Cost Estimate
Webster Wetland Restoration Agreement



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& MENK**

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MEMORANDUM

Date: September 10, 2020
To: Honorable Mayor and City Council of Elko New Market, Minnesota
Thomas Terry, City Administrator
From: Rich Revering PE, City Engineer
Subject: Engineering Manual and Standard Development Details Update

BACKGROUND

The City Council is being asked to approve updated policy documents that will be provided to Developers and their agents for use in designing and building public infrastructure for new subdivisions in the City of Elko New Market.

DISCUSSION

The updates reflect changes in the industry or address shortcomings in previous versions of the documents revealed during more recent development. The intent of the document is to provide minimum standards for infrastructure to promote functionality and durability while not placing undue cost burdens on Developers.

Adoption of these documents by the Council creates enforceable policies for staff in addition to standardized guidance for Developers and their engineers and contractors.

The City Engineer is reviewing and updating standard technical specifications that further support consistent development quality. These specifications will be placed on a future agenda for approval.

The documents mentioned herein are intended to apply only to new developments designed and built by actors not representing the City. City projects or even City-led new development would be based on customized contract documents, although much of the technical information would be the same.

RECOMMENDATIONS

Approve by motion the attached Engineering Manual and Standard Details.



CITY OF ELKO NEW MARKET
ENGINEERING MANUAL

September, 2020

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CITY OF ELKO NEW MARKET

ENGINEERING MANUAL

PART 1 - INTRODUCTION

This manual presents standards to be incorporated into the designs, plans and specifications for new subdivision and public infrastructure in easements on private property construction within the City of Elko New Market. These standards will promote high-quality projects and uniform systems throughout the City. High quality and uniformity will maximize infrastructure safety, function and reliability and minimize long term costs for Elko New Market taxpayers.

This manual also provides sections related to procedures for conducting projects and design rules.

This version of the City of Elko New Market Engineering Manual was approved by the City Council on _____ by motion. The Engineering Department recommends this manual be annually reviewed and updated as changing regulations, construction and maintenance experiences, and technology warrant.

PART 2 - APPLICABILITY

The City of Elko New Market Engineering Manual is intended to supplement City Code, especially the Subdivision and Zoning Ordinances. If any conflicts between the Engineering Manual and the City Code are identified, the City Code will govern.

PART 3 - ROLES DEFINED

Where the term “City” appears in this or referenced documents, it refers to the City of Elko New Market or its representative, including the City Engineer. “Developer” means the entity named in the Development Contract for the project or his representative. Where the term “Owner” appears in referenced documents, it refers to the Developer or its representative.

City codes require Developers of property within the City to submit certain documents and drawings for review and approval by the City. These include, but are not limited to, items such as grading plans, drainage plans and computations, topographic surveys, plats, and construction plans and technical specifications for all public utilities and streets. The Developer may not have the credentials required by law to prepare the required submittals, so he typically hires an engineering firm for this service. “Developer’s Engineer” in this document refers to a civil engineer licensed in the State of Minnesota and responsible for the plans and specifications for the project. It may also include other professionals appropriately licensed for the portions of the project they are responsible for. These professionals may be land surveyors, landscape architects, architects, or planners.

PART 4 - IMPROVEMENT PROCUREMENT

Two methods are available to finance and develop subdivision projects in the City.

Publicly Financed Improvement - A Developer may request and the City may approve the work to be done as a Public Improvement project, where the City bonds for and constructs the “Public Improvements” (commonly streets, drainage, and utilities) and assesses the benefiting properties. Only work eligible under State Statutes can be financed under this method. Final design and construction services are provided by the City for these projects. Developers are advised that the City will not conduct a Public Improvement project for subdivisions unless the City Council determines it is in the City’s interest to do so. Projects to be approved for this method must offer significant benefits to the community such as education or healthcare, employment, or desirable commercial development. The City will also require security for the payment of assessments resulting from these projects. The Developer remains responsible for the procurement and cost of any private improvements on the parcel.

Privately Financed Improvement - The other and most common procurement method requires the Developer to finance and construct the public improvements with City oversight. The remainder of this document is focused on projects to be financed and constructed solely by the Developer.

PART 5 - DEVELOPER FINANCED IMPROVEMENT PROCESS

5.01 Improvements in Rights of Ways and Easements

A. The following procedures will apply after the Preliminary Plat is approved:

1. The Developer may be issued a grading permit based on the Preliminary Plat subject to requirements in the Zoning and Subdivision Ordinances.
2. The Developer must submit plans, specifications, and other documents to the City for the purpose of obtaining a grading permit as required by the Zoning Ordinance. These plans and specifications must be in accordance with City rules and standards outlined herein. The City's comprehensive plans for sanitary sewer, water, storm drainage and thoroughfares must be reflected in the design. The City Engineer will prepare plans and specifications for any wastewater pumping stations and forcemains, pressure reducing stations, or other work required for the project not described by the Code or this manual. These plans will be used by the Developer to construct the improvement.
3. The Developer's Engineer must submit an as-built survey demonstrating that mass site grading was performed in accordance with the final grading plan prior to beginning any utility and street work. The information provided must include 1-foot contours and spot elevations at every lot corner and building pad.
4. All necessary permits must be obtained by the Developer and copies provided to the City Engineer prior to commencing any utility and street work. The City will issue written notification to proceed when all approvals have been obtained.
5. The Developer must furnish to the City a list of contractors and sub-contractors being considered for retention by the Developer for any of the public improvement work required in the project. The City may reject any contractor based on past performance or lack of applicable experience, equipment, or available personnel.
6. The Developer is responsible to bid/negotiate the construction contract, including the methods of measurement and payment for all items of work. The contract price must be broken down into four categories: 1) streets/walks/misc., 2) sanitary sewerage, 3) water distribution, and 4) storm water facilities (pipe, erosion control, ponds, etc.). Upon the completion of the work the final construction cost for each category must be furnished to the City before the improvements will be accepted.
7. Any deviations from the approved plans and specifications during construction deemed minor by the City Engineer must be approved by the City Engineer in writing before they are made. Major revisions will require a Development Agreement amendment through the Planning Commission/City Council process.
8. The Developer's Engineer must provide staking in accordance with the requirements in Appendix A. The City will review staking calculations, control, or stakes at the Developer's expense as deemed necessary. The Developer may also request the City Engineer provide the staking at the Developer's expense.
9. The City Engineer will provide observation of public improvement work for conformance with the approved plans and specifications or standard industry practice. The City must be notified 48 hours in advance of all work so representatives can be present. Required tests are described in the attached Standard Specifications (See

Appendix B). City observation in no way lessens the responsibility of the Developer to provide supervision of Contractors or other oversight to protect his interests. City observers have no authority to relieve the Developer or Contractor from the duty to comply with the plans and specifications and City Code.

10. All sanitary sewer and watermain testing must be completed and copies of service ties submitted to the City prior to issuance of any service connection permits.
11. Upon completion of all work through substantial completion, the City Engineer, a representative of the Developer's Contractor and the Developer's Engineer will make final inspections. This includes a final inspection of all site grading. City Engineer approval of the work is required before any release of security. Acceptance of said work shall be made by Resolution of the City Council upon the recommendation of the City Engineer.

B. The development contract will typically contain the following requirements:

1. The Developer must guarantee all work relating to utilities and their appurtenances, material and equipment furnished by him for a period of two years from the date of City Council acceptance of the work by resolution.
2. The Developer must guarantee all work relating to street, sidewalk, and trail construction including concrete curb and gutter, materials and equipment furnished by him for a period of one year from the date of City Council acceptance of the work by resolution.
3. The City Engineer will update City maps at the Developer's expense. The Developer's Engineer will furnish digital as-built plan files to the City for this purpose.

5.02 Improvements on Private Property

A. If private drives or utilities are included in a development, the following rules apply:

1. Design layout, section, and materials to meet International Fire Code requirements.
2. Be aware that the City's Right of Way Ordinance would apply when public utilities in easements are located under private streets and driveways. The Owner of the street or driveway would be liable for repair/restoration costs if work is required on the utility.
3. A minimum twenty-foot wide utility and drainage easement (ten feet on each side of the utility) will be required for any public utilities that are not constructed within the public street right-of-way. Widths will increase as necessary for deeper installations.
4. Private utility installation requires a sewer/water permit from the City and will be required to meet all applicable City Standards as determined by the City Engineer and/or Building Official.
5. The entrance to each private drive must include design features that clearly differentiate it from a public street such as a concrete apron or different paving material.

PART 6 - CITY STANDARDS FOR CONSTRUCTION PLANS

6.01 General Requirements

- A. Incorporate a title sheet indicating the components of the entire project with corresponding sheet numbers on each separate sheet and an index into the set of plans.

- B. Issue plan sheets in a .pdf format legible and scalable when printed on 11 by 17 inch paper only.
- C. Use Scott County’s coordinate and datum system. Cross-check elevations with City Benchmarks and report any discrepancies.
- D. Lay out all utilities in the following approximate locations:
 - 1. Sanitary Sewer on centerline of street right-of-way
 - 2. Watermain..... 10 feet north or east of centerline
 - 3. Storm Sewer under gutters located south or west of centerline
- E. Place a title block in the lower right corner of each sheet. Label each sheet clearly as to its purpose.
- F. Place all detail drawings on a separate sheet and reference them from the appropriate sheets.
- G. Use symbols common to the industry and lines that are digitally continuous from node to node.
- H. Place the profile directly below the plan with the stationing aligned as closely as practical. Show stationing on the plan view as well as the profile.
- I. Label all parcels properly, with lot and block numbers and plat name, or P.I.D. in unplatted areas. Show the address of developed parcels on the plan.
- J. Clearly label all streets.
- K. Create clean matchline breaks and clearly mark reference points. Place all plans which are broken by a matchline on the same or consecutive sheets.
- L. Show existing utilities in both plan and profile, stationed and labeled as existing.
- M. Show the approximate locations of existing and proposed gas, electric, telephone, and other utility lines.
- N. Show rights-of-way and easements and pavement or curb and gutter alignment data.
- O. Properly place north arrows for each plan on the sheets.
- P. Show benchmarks on all sheets.
- Q. Number all manholes and other utility structures in both the plan and profile views.

6.02 Sanitary Sewer Plans

- A. Place an “S” in front of the stationing to indicate the stationing of sanitary sewer wyes.
- B. Draw all sanitary sewer services on the plan to the proposed length and note the length. Indicate if service is to be installed via a trenchless method. If only the sanitary sewer wye only is to be constructed with no service piping, note “Wye Only” after the stationing. This will only be permitted in areas with no overlying improvements.
- C. Show all sanitary sewers in the profile with the appropriate information such as size, material, grades, invert elevations, etc.

- D. Show the size, type, and invert elevation at termination of all sanitary sewer services on the plans. If risers are installed, indicate the height of each on the plans and draw them on the profile, calling out the height of each riser as defined by the City's standard detail.
- E. On combination sewer and water projects, show services in the same trench, with sanitary sewer services three feet downstream in the sanitary sewer flow direction from water services. Note locations on the plans with an "S & W" in front of the stationing.

6.03 Watermain

- A. Call out stations for hydrants, valves and watermain fittings at the bottom of the profile. Provide proposed surface elevations at hydrants.
- B. Indicate all water curb stop boxes by a "W" in front of its stationing. Provide proposed surface elevations at curb stops.
- C. Draw all water services to the proposed length. Indicate if service is to be installed via a trenchless method. Call out required minimum cover.
- D. Show all watermain in the profile with the appropriate information such as size, material, depth below proposed grade, etc.
- E. Note the size and type of all water services on the plans.

6.04 Storm Sewer

- A. Show all storm sewers in the profile with the appropriate information such as structure type, size, material, gradients, elevations, casting type, etc.

PART 7 - RULES FOR DESIGNERS AND SPECIFIERS

7.01 General

- A. General design standards are provided in City Subdivision and Zoning Ordinances (City Code). Consult the Code during design. The City's Standard Construction Specifications and Details are in Appendices B and C of this document. Include relevant sections of the Specifications in the Project Manual and relevant details in the project plans.
- B. Project designers and specifiers may need to make decisions during the design that are not dictated by the City Code or Standard Specifications and Details. To guide these decisions, the following rules apply to the design and preparation of plans and specifications for improvement projects in the City. These rules use terms applicable to design and construction. Use the intent of the rules in preparing documents that create the required result.
- C. The Developer's Engineer is solely responsible for providing a quality design that meets all applicable laws and conforms to industry practice. These rules are meant to provide guidance and consistency within the City, but not replace sound engineering judgment and industry practice. Consult with the City Engineer on matters related to the design where there is a difference of opinion or clarification is needed.
- D. Do not deviate from the Standard Specifications and Details or the following rules without prior written consent from the City Engineer.

7.02 Grading and Erosion/Sedimentation Control

- A. Topographic Survey

1. To minimize drainage problems and disputes at the perimeter of development projects, collect more detailed topographic information and show it on the drawings in these areas.
2. Collect sufficient survey shots such that 0.5-foot contours would be accurate within 0.25 feet. Show these existing spot elevations on any hard surfaces to remain on the grading plan. Provide this level of detail within 50 feet either side of the parcel boundary, at all adjacent drainage ditches, and at all bodies of water, including wetlands.
3. Provide shots on existing adjacent pavement edges or curbs at all breakpoints and at no more than 25-foot intervals.

B. Diversion, Erosion and Sediment Control

1. Divert run-on to the site around or safely through the site to the extent possible to reduce the amount of sediment-free runoff that must be managed by erosion and sediment control devices. Use temporary berms, swales, silt fences or pipes as appropriate.
2. Design erosion and sediment control BMPs in accordance with the General Stormwater Permit for Construction Activity administered by the MPCA and the Minnesota Stormwater Manual.
3. Do not use straw bale check dams; rock dams or roll-type dams with erosion blankets will be required for channelized flows. Design silt fence for sediment control on contour observing maximum tributary areas. Choose construction fence for perimeter delineation if more appropriate than silt fence. Specify orange silt fence on subdivision grading plans and black on lot surveys accompanying a building permit or grading plans for a single parcel.
4. Require tags on BMPs installed by the Developer to facilitate distinguishing from builder BMPs at later stages of the project.

C. Emergency Overflow Path

1. Protect structures per City Code. Do not use pipes for emergency overflows unless no reasonable alternative exists as determined by the City Engineer.

D. Gradients

1. The maximum non-reinforced slope allowed is 4:1 (h:v) in maintained areas and 3:1 (h:v) in non-maintained areas. Use a typical minimum grade for drainage swales of 2% and parking lot pavements of 1.5%; 2% is preferred. Use a maximum grade for parking lot pavements of 6%, except for accessible routes. Comply with ADA rules in these areas.
2. See rules for street design also.

E. Retaining walls

1. Do not show retaining walls, fences, or railings in rights of way or easements without first consulting with the City Engineer.
2. Provide a design by an engineer licensed in accordance with State Law for retaining walls exceeding four feet in height (exposed wall). Place a chain link or decorative barrier fence a minimum of four feet high at the top of walls exceeding 30 inches of drop when within 5 feet of a public area (path, trail, or street).

3. Design retaining walls across multiple lots such that wall on any one lot can be repaired or replaced with no dismantling of walls on adjacent property required. This may require side by side returns into the slope at the property lines or other means to avoid interdependent walls. This requirement may be waived in cases where the wall will be owned and maintained by a Homeowner's Association.

F. Drainage Swale Protection

1. Cover all permanent drainage swales immediately after grading and seeding with 3 or higher, natural-fiber erosion control blanket installed in accordance with manufacturer's recommendations. These swales must be finished to a permanent condition before seeding and blanketing as the intent is to discourage future disturbance or revision of the swale grades by builders or homeowners. The blanket must be installed on the bottom and to one foot above the bottom of all swales to minimize erosion and discourage later modification of the swale by builders or homeowners. Check to see if more rigorous or higher elevation protection of the swale is required due to expected flows.

G. Agricultural Tile Encountered

1. Maintain flow from tile upstream of the site by diversion via piping through the site in drainage easements and reconnection to the existing downstream tile end or receiving water. Do not connect to City storm sewer or treatment facilities. Use non-perforated tile with watertight joints of equal or greater capacity than the existing tile – do not use diversion for temporary or permanent drainage of the site. Use PVC SDR piping 35 in rights of way. Place a cleanout at the connection points to existing tile and at edges of rights of way that conforms with applicable City details.

H. Cut Areas

1. Creation of cut-slopes can expose waterbearing/conducting layers that lead to chronic wetness issues in backyards. Scrutinize up-gradient areas within 500 feet of the grade change for the presence of wetlands or other features that may feed waterbearing layers and evaluate the soil profile using borings and piezometers to determine if curtain drains or alternative grading design is warranted. Alternatively, provide a curtain drain design for installation by the Contractor should waterbearing layers be encountered during grading. The curtain drain shall be designed to prevent water from emerging from the slope.

7.03 Sanitary Sewer

- A. Use the following pipe types for gravity sanitary sewer 8-inch through 12-inch. Do not change types between structures.

0-15 feet	PVC SDR 35
15-21 feet	PVC SDR 26
>21 feet	PVC SDR 21

- B. Use 4-inch PVC Schedule 40 for service connections.
- C. Provide 0.1-foot drop between the inlets and the outlet through manholes unless the pipe size increases.

- D. Do not place sewer services directly into dead-ends or manholes.
- E. Do not construct inside drops into manholes unless approved by the City Engineer.
- F. Connections to existing manholes shall be core drilled with rubber boots inserted into the opening for connection to the new pipe. Call out reconstruction of the invert if necessary to maintain laminar flow and prevent deposition of sediments.
- G. Require a mechanical, watertight plug at the connection point to the existing system to prevent groundwater and accidental inflows to the existing collection system during construction of the streets and utilities. This plug can only be removed when grading is complete, all structures are complete to final grade, and all drainage systems including EOFs are operable. Pneumatic plugs are prohibited unless a connected pressure gage is visible from the surface to allow monitoring of the status of the plug.
- H. Extend a sanitary sewer stub and plug a minimum of 20 feet beyond pavement edges and/or to the parcel boundary when future extensions are anticipated. The City will require a cash payment in the Developer's Agreement to extend to the parcel boundary if a stub is not possible or pavements are held back to allow access to stubs.

7.04 Watermain

- A. Use resilient seat wedge-type gate valves for all pipe diameters.
- B. Design services with a minimum nominal size of 1-inch diameter.
- C. Couplings are not allowed between the watermain and curb stop.
- D. For watermains use Pressure Class 350 ductile iron pipe with poly-wrap or AWWA C900 PVC DR 18 pipe w/ tracer wire only.
- E. The use of Mega-lugs, or approved equal, with Cor-Blu bolts, or equal, is allowed in lieu of tie rods.
- F. Place watermain and water services with a minimum 8.0 feet of ground cover from the top of pipe to finished grade.
- G. Provide hydrants in conformance with the Fire Code.
- H. Install gate valves on all hydrant leads. Provide sufficient valves on the system such that each hydrant can be isolated without relying on hydrant valves.
- I. Use plugs at the terminal end rather than valves on future stubs to avoid the need for future extensions to test against existing valves or the need for redundant valving. It is recognized that this will require a short outage in the future.
- J. The Developer is responsible to ensure all hydrants are at the required height after lawns, boulevards, etc. are finished (sod, seed, etc.). To ensure the requirement is met, compute the finished grade at the hydrant and provide this information on the plans.
- K. Install hydrant flags on all fire hydrants.
- L. Extend a watermain stub a minimum of 10 feet beyond pavement edges and/or to the parcel boundary when future extensions are anticipated. The City will require a cash payment in the Developer's Agreement to extend to the parcel boundary if a stub is not possible or pavements are held back to allow access to stubs. Place a valve and hydrant at the end of the stub.

7.05 Storm Sewer and Stormwater Facilities

- A. Design the storm sewer piping system for a 10-year storm using the Rational Method. Design an overland conveyance system (emergency overflow) for a 100-year storm, ensuring large storms are routed to ponds or other stormwater management facilities and will not bypass them.
- B. Provide adequate inlet locations and capacity to keep flow spreads at least 8 feet from road centerlines for a 10-year storm.
- C. Use RCP or dual-wall HDPE for all piping applications unless approval is received for alternatives. All storm sewer must have water-tight joints.
- D. Use Corrugated metal pipe and HDPE pipe only with **prior** written approval by the City Engineer.
- E. Use perforated 4–inch or 6–inch HDPE for subsurface drainage. Ensure filter aggregate cannot infiltrate perforations.
- F. Place subgrade drains 50 feet each way and perpendicular to centerline at low point catch basins and 50 feet on the uphill side and perpendicular to centerline for all on-grade catch basins.
- G. Use precast boxes and sections wherever possible. Do not use block construction if avoidable. The City Engineer may require sumps in some areas to capture larger sediments.
- H. Fit all existing inlets receiving runoff from the site and all new storm sewer inlets when functional with a sediment trapping device per the City’s Standard Detail or pre-approved equal in order to prevent sediment from entering storm sewer systems during construction.
- I. Equip flared end sections with trash guards when requested by the City Engineer.
- J. Riprap and/or energy dissipaters are required for all sizes of aprons or end sections to prevent erosion.
- K. Tie the last three joints approaching inlet and outlet aprons or end sections.
- L. Extend a storm sewer stub and plug a minimum of 10 feet beyond pavement edges and/or to the parcel boundary when future extensions are anticipated. The City will require a cash payment in the Developer’s Agreement to extend to the parcel boundary if a stub is not possible or pavements are held back to allow access to stubs.
- M. Use the following values for hydraulic and hydrologic design unless variation is clearly supported by engineering data.
 - 1. Rational Method Runoff Coefficients
 - a. Pavements0.95
 - b. Rooftops0.95
 - c. Lawns/Landscaping.....0.20
 - 2. Manning’s Equation “n” Values
 - a. PVC/HDPE0.011
 - b. RCP0.013
 - c. CMP0.024
 - d. Grass Channel0.030 – 0.040

3. Time of Concentration “Tc” is to be computed and summed for each flow regime for the longest-duration flow path tributary to the point of interest. Provide computations for review.
- N. Design all grading and overflow drainage routes with elevation differentials per the Zoning Ordinance.
- O. Design the maximum backyard swale length at 300 feet or four residential lots, whichever is shorter. Use storm sewer and inlets as necessary to meet this requirement. The City Engineer may require draitile in other swales or low areas if surface drainage feasibility is questionable.
- P. Sump pump discharges are prone to create nuisances in yards and slippery algae and ice buildup on City streets. Install perforated drain tile in the backyard of all houses to aid surface drainage between storms with an outlet and cleanout riser at each lot for sump pump connections and future private drain tile. The backyard tile may be omitted from yards adjacent to wetlands or stormwater ponds if approved by the City Engineer. The tile will be separate from and in addition to any storm sewers placed in the rear yard for primary surface drainage.
1. Provide a capped service stub for each house. Do not call for connecting sump pump outlets to street subsurface drainage systems.
 2. Include the tile, service stub, and sump pump connection details on the plans.
 3. Provide a minimum of 6 inches of crushed rock below the tile and 12 inches above the tile to promote infiltration instead of drainage of sump discharges, promote absorption of surface water and increase the capacity of the tile system.
- Q. Design the project’s grading and drainage system to meet the requirements of the City Code.
- R. Additional Pond Design Parameters
1. Design basin side slopes to a maximum of 3:1 above the normal water level. Create a 10-foot-wide bench with a maximum slope of 10:1 extending into the pond from the normal water level. Design slopes inside the bench in the dead storage area with 3:1 (h:v) side slopes or steeper if supported by recommendations from a geotechnical engineer.
 2. Provide an emergency overflow structure or stabilized spillway to accommodate discharges from storms greater than the design storm.
 3. Provide adequate access to the safety shelf and outlet structure for future maintenance including easements, grading and elimination of obstructions. The minimum width of the route is 10 feet. Keep slopes under 15% in the running direction and 4% in the cross direction to travel. Design a means for draining or pumping the pond dry for maintenance from an accessible structure.
 4. Design landscaping to provide a vegetative buffer landward from the edge of the permanent pool per the Zoning Ordinance. The purpose of the buffer is to provide a more natural aesthetic, prevent erosion near the pond banks, discourage entry by persons, provide for wildlife diversity, filter runoff, and minimize nuisance conditions from waterfowl.
- S. Bioretention (Rain Garden) or Infiltration Device Design Parameters
- a. Do not use rain gardens or infiltration devices for temporary sediment control during construction. Establish rain gardens only after other disturbed areas have been stabilized.

- b. Prevent disturbance, especially compaction, of the area where the facility is planned. If disturbance is unavoidable, do not allow excavation within 12 inches of the final design grade until immediately prior to establishing the rain garden.
- c. Design rain gardens or basins to drain the surface in 72 hours or less to protect vegetation and minimize mosquito breeding. All raingardens and infiltration facilities require an underdrain system with an invert at least 6 inches above subgrade and fully enclosed by the engineered soil filter. Provide subgrade storage as needed to meet volume control requirements intended for the device.
- d. Import and/or modify soils as necessary to create an infiltration layer that will support vegetation yet allow water to pass through in the required time frame. The facility will be rejected if vegetation is not established or sustainable due to too-rapid drainage and/or surface water does not infiltrate through the infiltration layer as required.
- e. Design the system to bypass storms exceeding the design storm around the basin, not flush through it.
- f. Submit recommendations from a licensed landscape architect for plantings.
- g. Provide adequate access for future maintenance including easements, grading and elimination of obstructions.

T. Wetland Design Parameters

- a. Do not discharge untreated, post-development runoff to natural wetlands or wetlands created to replace impacted wetlands. Do not alter hydrologic conditions, including groundwater levels, for natural wetlands. Streets within 50 feet of wetlands require geotechnical analysis to ensure soils can be made stable with no impact on wetland water levels.
- b. The City is the LGU for the Wetland Conservation Act. Refer to the Zoning Ordinance for grading permit requirements.
- c. Include an outlet structure and emergency spillway or bypass in the design as described for ponds and rain gardens, above. Use a bypass system whenever possible.
- d. Require the removal of all existing wetland soils from the created wetland buffer and mitigation areas. Do not allow wetland soils to be used as fill or topsoil in the wetland mitigation or new buffer areas. This is to help eliminate undesirable plant species such as Reed Canary Grass or Cattails.
- e. Treat all newly constructed wetland and buffer areas with herbicide prior to planting and seeding to control weed growth. Use herbicide that breaks down within 14 days. Treat the areas sufficiently in advance to allow breakdown to occur before planting.
- f. Plant all new wetland mitigation sites with a variety of wetland species at a minimum rate of 1,000 plugs per acre in addition to appropriate seeding.
- g. Install a line of silt fence along the edge of the existing wetland prior to any grading for new wetland buffer areas adjacent to existing wetlands. Install a second line of silt fence along the edge of the buffer area after the buffer area has been graded, prepared, seeded, planted and buffer monuments placed. Maintain both lines of silt fence.

7.06 Streets and Walks

- A. Use Detail 1000 ENM and street widths per the Subdivision Ordinance.
- B. Obtain a recommendation from a licensed Geotechnical Engineer for corrective work where soil tests indicate the presence of unsuitable soils, frost susceptible soils, or excessive ground moisture.
- C. Detail an 18-inch milled lap joint when connecting to an existing pavement to facilitate grade matching and avoid a full-depth transverse joint.
- D. Use a minimum grade for all streets of one half of one percent (0.5%). Set grades within thirty (30) feet of travel lane edges at intersections with arterial and collector streets and grades for the turnaround portion of a cul-de-sac street at a maximum of three percent (3%). Use the following maximum grades on other City streets:
 - 1. Minor Arterial – 5% maximum grade
 - 2. Collector – 5% maximum grade
 - 3. Local/Residential, Commercial Driveways – 8% maximum grade
 - 4. Residential Driveways – 10% maximum grade, 15% max. grade change
- E. Valley gutters are not allowed. Use storm sewer with inlets at low point corners where a minimum grade of 2% cannot be maintained in the flow path across any intersection.
- F. Provide a cul-de-sac at the end of any permanent dead-end street.
- G. Close all temporary dead-end streets with barricades (MnDOT 8002F) that are fully reflectorized and properly maintained until the street is extended. Provide a paved temporary Fire Code-compliant turn-a-round if there will be driveway access to any street exceeding 150 feet that is dead-ended until future expansion. Design drainage and erosion control to prevent soil erosion at the dead-end.
- H. Obtain the street classifications, design speeds, intersection setbacks, and connection permits from the City Engineer or County Engineer, depending upon roadway jurisdiction.
- I. Place the final surface at least one winter season after the base construction is completed and in conformance with the Development Contract.
- J. If the City Engineer approves the placement of bituminous base and wear in the same year, the Developer will be required to repair any settlements, holes, etc. caused by construction in the area the following year and then fog seal the street.
- K. Extend the street section to the parcel boundary where future extensions are anticipated. Place sufficient funds in escrow with the City if construction to the plat boundary is not possible.
- L. Design and include all traffic control signage and pavement markings required for the project in accordance with the current version of the Minnesota Manual of Uniform Traffic Control Devices (MMUTCD).
- M. Include Pedestrian Curb Ramps for the Handicapped per MnDOT Standard Plans when applicable.

7.07 Trails

- A. Use City Standard Detail for trails. Excavate unsuitable soils and make recommendations for necessary corrective work. The City may require cash payment in lieu of trail surfacing by the

Developer. In these cases, the trail will be graded and surfaced with four inches of wood chips by the developer. The City will place the aggregate base and pave the trail when it deems completion is appropriate.

- B. Install culverts as necessary to accommodate cross drainage.
- C. Provide horizontal, vertical, and cross-sectional design elements per the MnDOT Bikeway Design Guide for Shared Use Paths.
- D. Clear all trees, stumps, brush, etc., within four (4) feet of the edge of the trail. The exception will be only hardwood trees or others that the City agrees should remain. Plant no landscaping prone to grow branches into the trail area or cause root damage to the trail.

7.08 Street Lights

- A. Provide street lights in coordination with the Electric Service Provider's lease program at the following locations: where any street intersects another and favoring the quadrant where most ped crossings are expected to occur; any mid-block pedestrian crossings; points of special interest such as a park or trail entrance, transit stop, or similar feature; lights subject to a maximum spacing of 600 feet.
- B. Street lights to be cobra-head style on 30 foot fiberglass black or brown direct-bury poles with LED luminaires.
- C. Decorative lighting desired by the Developer would be above and beyond the minimum lighting described above and installation, operation, and maintenance would not be paid by the City.

7.09 General Rules to be reflected in Plans and Specifications:

- A. Submit a plan for the routing of construction traffic to the City Engineer for his approval. If alternative major streets are available, the use of local City streets is prohibited. Keep City streets that are used for access or egress to the construction site free of dirt and other debris. Maintain adequate control of dust.
- B. Furnish, erect and maintain signs and barricades as provided in MnDOT 1710 "Traffic Control Devices" under the General Conditions to protect the public. Notify the City Engineer 48 hours prior to the proposed partial blockage or closure of any street or public right-of-way. Close no street or public right-of-way without an Obstruction Permit obtained from the City and issued under the City's Right of Way Ordinance.
- C. Protect and leave undisturbed those markers or monuments set for the subdivision of land.
- D. Clear and grub the standard ten (10) foot utility and drainage easement adjacent to the street right-of-way for the placement of utilities. The only exception will be any hardwood trees or others that the City Forester authorizes to remain standing. Call out the tree removal and grubbing on the plans. Call out those trees to be protected.
- E. .
- F. Perform all seeding and sodding in conformance with MnDOT Specifications. Cover all disturbed areas with a minimum of 4" of topsoil, free of unsuitable materials, prior to turf establishment pursuant to the Subdivision Regulations. Stabilize slopes equal or steeper than 3:1 with erosion control blanket Category 3 or higher with natural fibers only. Indicate the type of turf establishment and areas requiring blankets on the plans.
- G. Place structure marker signs at the City's request per City details for aprons/flared ends, manholes, and gate valves that will be located in green areas to be maintained by the City or County or not regularly mowed.

- H. Require the Contractor to maintain vegetation heights at 12 inches or less at all times during construction except for pond and wetland buffers. Hand pull or spot treat noxious or invasive weeds as necessary in these areas until accepted by the City.

PART 8 - CITY STANDARDS FOR RECORD PLANS (IF PREPARED BY DEVELOPER)

8.01 General

- A. Draft record plans using CAD. Copy the project plan file and identify it as “Record Plan” in the title block and lower right-hand corner of each sheet.
- B. Provide x,y coordinates of all gate valves and water service shutoffs using survey-grade GPS equipment or better. The Developer may request the City Engineer obtain this information at the Developer’s expense.

8.02 Information Required

1. List the name and address of the contractors that performed the work.
2. Cross out incorrect elevations, distances, etc. on record plans with a single line, leaving the design information legible. Add the as-built information above or below the crossed-out design information, making sure the notation clearly indicates the revision.
3. Provide record plans of all drainage swales and ponding areas. Indicate spot elevations, breaklines, and finished contours at two-foot intervals from the bottom of the pond to a minimum of two feet above the emergency overflow level cited on the plans. Show the normal water elevation, high water elevation, overflow elevation, and the acre-feet of storage for each ponding area, along with the storm sewer outlet on the plans. Clearly identify the required 10:1 bench and the access routes on the record plan if changed.
4. Provide spot elevations for the corners of all building pads.
5. Shoot elevations and x,y coordinates of any casing pipe ends and the top nut of all new or relocated/adjusted hydrants on the record plan sheets. Provide top nut of hydrant elevations on the watermain plan sheet.
6. Revise as-built horizontal dimensions if deviating from proposed locations by more than one foot. Recalculate and show the revised percent of grade.
7. Record force main locations by tying in all bend locations. Refer to Items 10 and 11.
8. The City Engineer will create record information for lift stations. Refer to Items 10 and 11.
9. Locate all gate valves with at least two ties, using the following priority:
 - a. Fire hydrants
 - b. Manholes
 - c. Catch basins, if curb and gutter is installed
 - d. Building or other permanent structures
 - e. Power poles, trees, other semi-permanent items

- f. Stationing from hydrant, manhole, or catch basins may be used with back of curb distance only as last possible means
10. Locate all services with at least two ties, using the following priority:
 - a. Fire hydrants
 - b. Manholes
 - c. Catch basins, if curb and gutter is installed
 - d. Building or other permanent structures
 - e. Power poles, trees, other semi-permanent items
 - f. Stationing from hydrant, manhole, or catch basins may be used with offset to back of curb distance only as the last possible means
 11. The size, material and class, and invert elevation of all sanitary sewer services shall be shown on the plans. If risers are installed, the height of each shall be indicated on the plans, also drawn on the profile, along with the height of each riser. Locations of the services will be noted on the plans with an “S & W” preceding the stationing. Stationing must be provided as measured from the nearest downstream sanitary manhole.
 12. Show storm sewer mainlines and laterals on the plan and profile sheets.
 13. Show where geotextile grid, fabric or pipe insulation has been placed and subgrade corrections made on the plan portion of the record plans. Also indicate if any surcharging has been used.

8.03 Submittal of Record Plans

- A. Prior to submitting the final record plans, submit two 22”x34” paper copies to the City Engineer for review and comments.
- B. Submit a digital copy in a format acceptable to the City Engineer **after** final comments from the City have been addressed.

PART 9 - STANDARD TECHNICAL SPECIFICATIONS

Applicable Specifications:

9.01 City of Elko New Market Standard Construction Specifications
Copies of these specifications are included as an appendix to this manual.

9.02 City Engineer’s Association of Minnesota (CEAM), Construction Standard Specifications
This information is available at www.ceam.govoffice.com .

9.03 Minnesota Department of Transportation Standard Specifications for Construction, latest edition.
A copy of this document is not included in this manual. However, the MnDOT “Spec” is widely used and distributed throughout the industry. It is also available for viewing online at www.dot.state.mn.us.

PART 10 - DETAILS

The following Details shall be used in the preparation of plans and specifications. Details higher on the list supersede details lower on this list when similar.

- 10.01 Standard City Details – Available from the City Engineer
- 10.02 MnDOT Standard Plans and Details – Available online at www.dot.state.mn.us
- 10.03 Manufacturer Details for the item or material furnished.
- 10.04 Details prepared by the Developer or his Consultant

INDEX OF CITY OF ELKO NEW MARKET'S STANDARD DETAIL PLATES

1000ENM – TYPICAL STREET SECTION

1001ENM – SHARED USE PATH

1003ENM – DRIVEWAY DETAIL

3003ENM **(RETIRED)** – SEE MnDOT STANDARD PLATES FOR HEAVY DUTY SILT FENCE

3005ENM – TEMPORARY ROCK CONSTRUCTION ACCESS

3013ENM **(RETIRED)** – ROCK LOG INLET PROTECTION, DESIGNERS SUBMIT DETAIL IF PROPOSED

3018ENM **(RETIRED)** – SEE MnDOT STANDARD PLATES FOR APRON END RIPRAP DETAIL

4002ENM **(RETIRED)** – SEE MnDOT STANDARD PLATES FOR RC PIPE TRENCH

4005ENM – CATCH BASIN (OUTLET ONLY)

4006ENM – STORM SEWER MANHOLE

4014ENM – POND OUTLET STRUCTURE

4018A-ENM – YARD – AREA DRAINTILE

4018B-ENM – YARD-AREA DRAINTILE SUMP/TILE CLEANOUT ASSEMBLY

4018C-ENM – HOUSE SUMP PUMP CONNECTION

4029ENM – 2'X3' CATCH BASIN

4030ENM – CB CASTING SET FOR CURB LINES ONLY

5001ENM – SANITARY SEWER MANHOLE

5003ENM – DROP SANITARY MANHOLE

5004ENM – SANITARY SEWER MAIN CLEANOUT DETAIL

5005ENM – PVC SANITARY SEWER TRENCH

5018ENM – SANITARY SEWER SERVICE

5019ENM – STRUCTURE MARKERS

6001ENM – HYDRANT INSTALLATION

6007ENM – WATERMAIN TRENCH DETAIL

6008ENM **(RETIRED)** – HYDRANT LOCATION, SHOW ON PLANS FOR REVIEW BY CITY

6009ENM – WATER SERVICE INSTALLATION DETAIL

6010ENM – GATE VALVE & BOX

6011ENM – OPEN-CUT FORCEMAIN OR FLEXIBLE WATERMAIN

7003ENM **(RETIRED)** – SURMOUNTABLE CONCRETE CURB – B618 IS REQ'D BY CITY CODE

7009ENM **(RETIRED)** – TRANSITION TO B618 CURB AT CATCH BASIN NO LONGER APPLICABLE

7013ENM – TYPICAL BARRICADE

9009ENM – TREE PRESERVATION FENCE

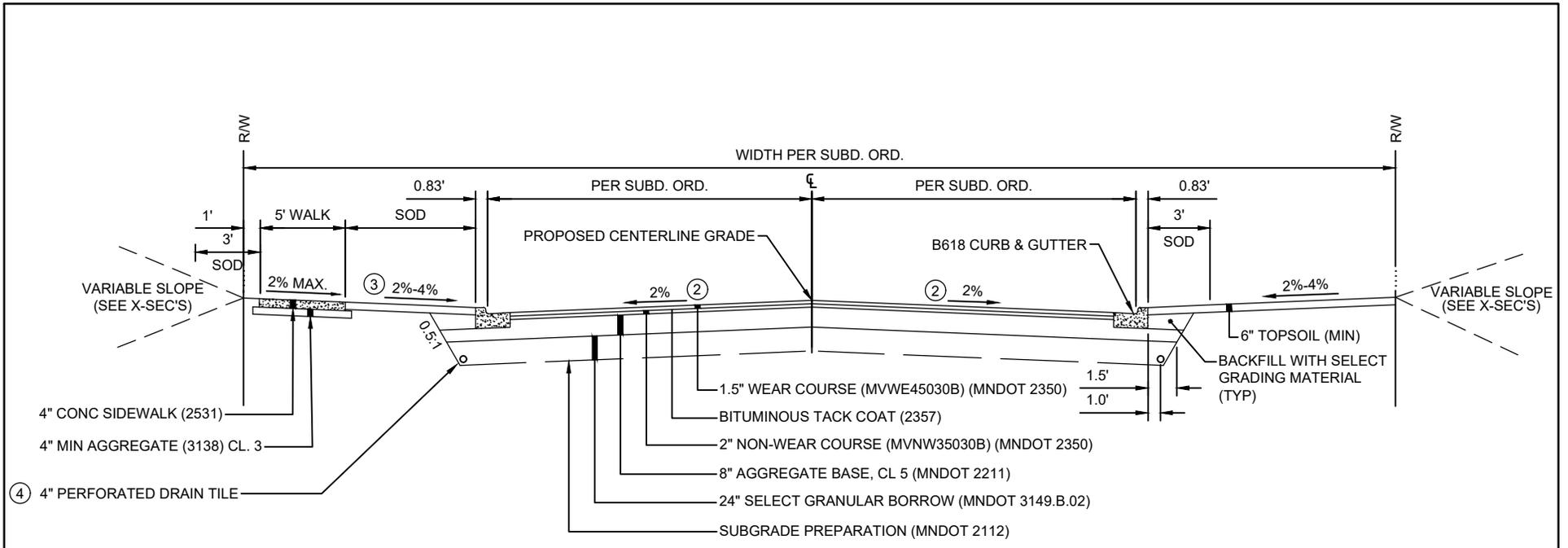
9012ENM – MAILBOX CURB CLEARANCE DETAIL

9014ENM – MID-BLOCK TRAFFIC CONTROL, SIGN INSTALLATION (NOT USED AT INTERSECTIONS)

9015ENM – WETLAND BUFFER SIGN

9016ENM – STREET NAME SIGN

9017ENM – FUTURE STREET EXTENSION SIGN



GENERAL NOTES:

- ① ANY VARIATIONS FROM THE TYPICAL SECTION DIMENSIONS ARE SHOWN IN THE PROJECT PLANS
- ② PAVEMENT SLOPES AT INTERSECTION LOCATIONS MAY VARY FROM THOSE SHOWN ON THE TYPICAL SECTION
- ③ TOP OF SOD ROOT MASS TO BE BELOW SIDEWALK SURFACES
- ④ SEE PLANS FOR TILE LOCATIONS

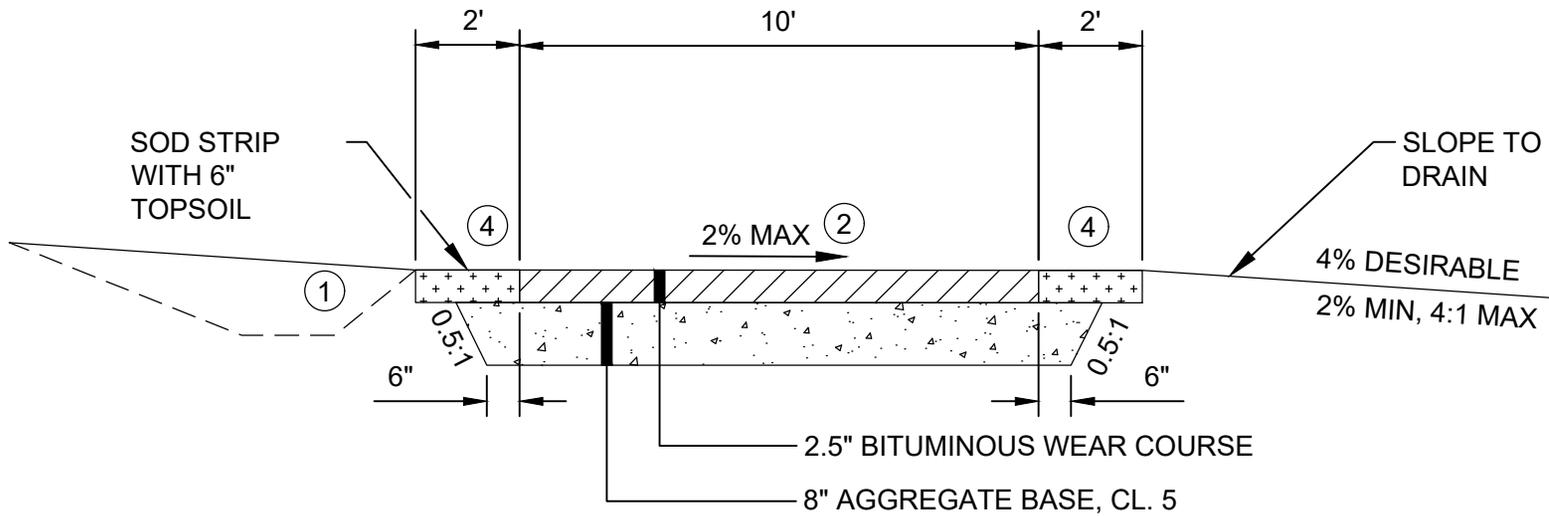


TYPICAL STREET SECTION
CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 1000ENM

DATE 02/2017



NOTES:

- ① DITCH FOR DRAINAGE IF REQUIRED BY CITY ENGINEER - 4:1 INSLOPE MAX, 3:1 BACK SLOPE MAX
- ② SLOPE TOWARDS INSIDE OF CURVE OR TOWARDS LOW AREA ON TANGENTS
- ③ TOP OF SOD ROOT MASS TO BE 1-INCH BELOW PAVED SURFACE
- ④ 6:1 MAX SLOPE



SHARED USE PATH

CITY OF ELKO NEW MARKET

STANDARD DETAIL

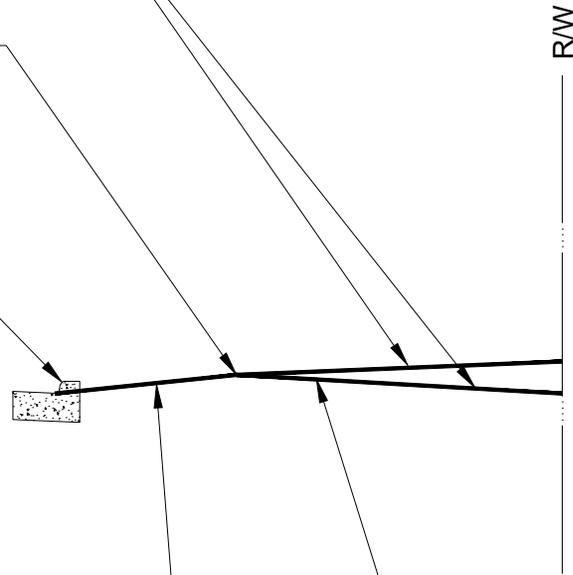
NO. 1001ENM

DATE 02/2017

SLOPE REMAINDER OF DRIVEWAY AS NEEDED FOR LOT GRADES & TO AVOID HIGH-CENTER OF VEHICLES AT GRADE BREAKS

DRIVEWAY GRADE TO MATCH IMAGINARY TOP OF CURB GRADE WITHIN 6 FEET FROM BACK OF CURB TO CONTAIN GUTTER RUNOFF IN ROADWAY

REPLACE OR CUT CURB AS NEEDED IF NO OPENING EXISTS



SURFACE PER CITY CODE

DRIVEWAY WIDTH PER CODE BY USE. COMM./ IND./ INST. REQUIRES CURB AND GUTTER TIED INTO STREET WITH MIN RADIUS OF 12 FEET. RESIDENTIAL USE 3 - FT TAPER EACH SIDE FROM DROPPED CURB TO FULL HEIGHT.



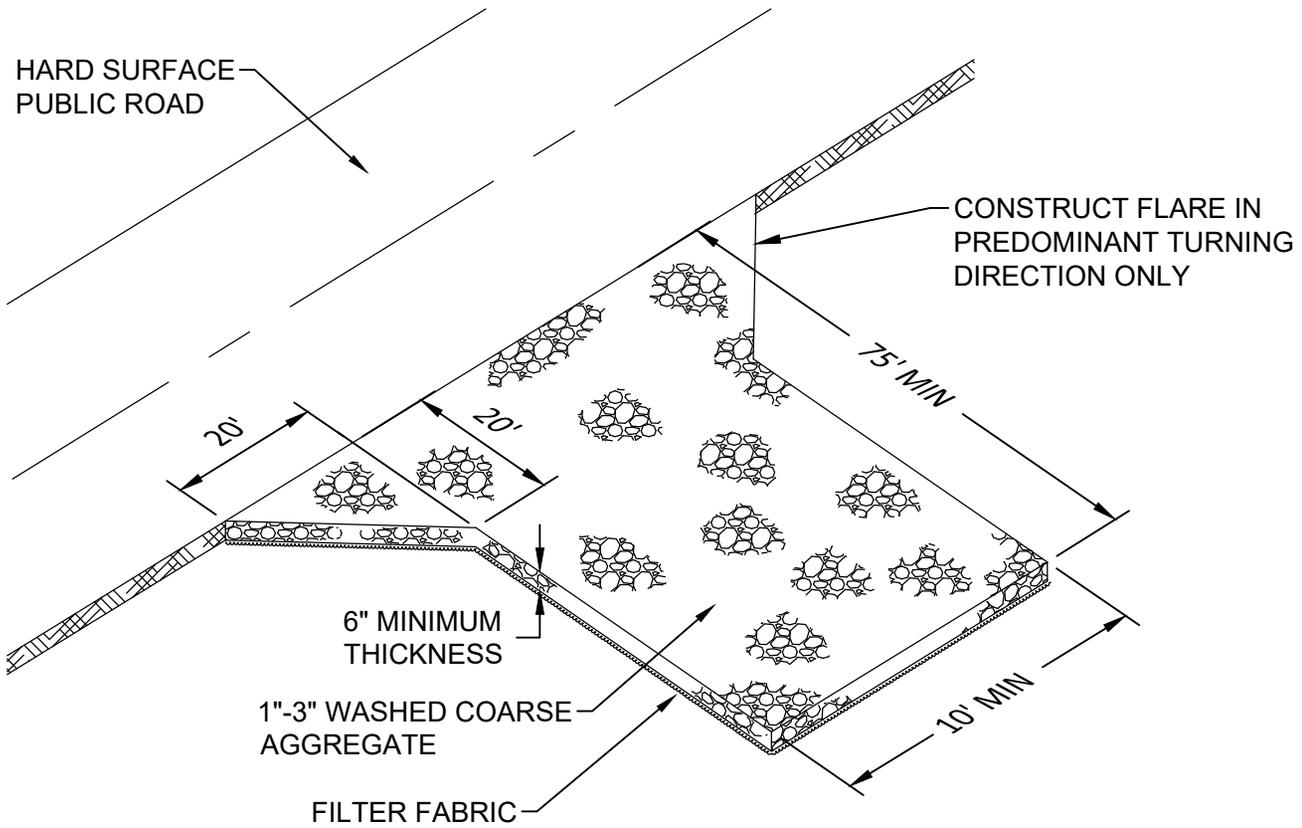
DRIVEWAY DETAIL

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 1003ENM

DATE 02/2017



NOTE: PLACE FILTER FABRIC BENEATH ROCK LAYER



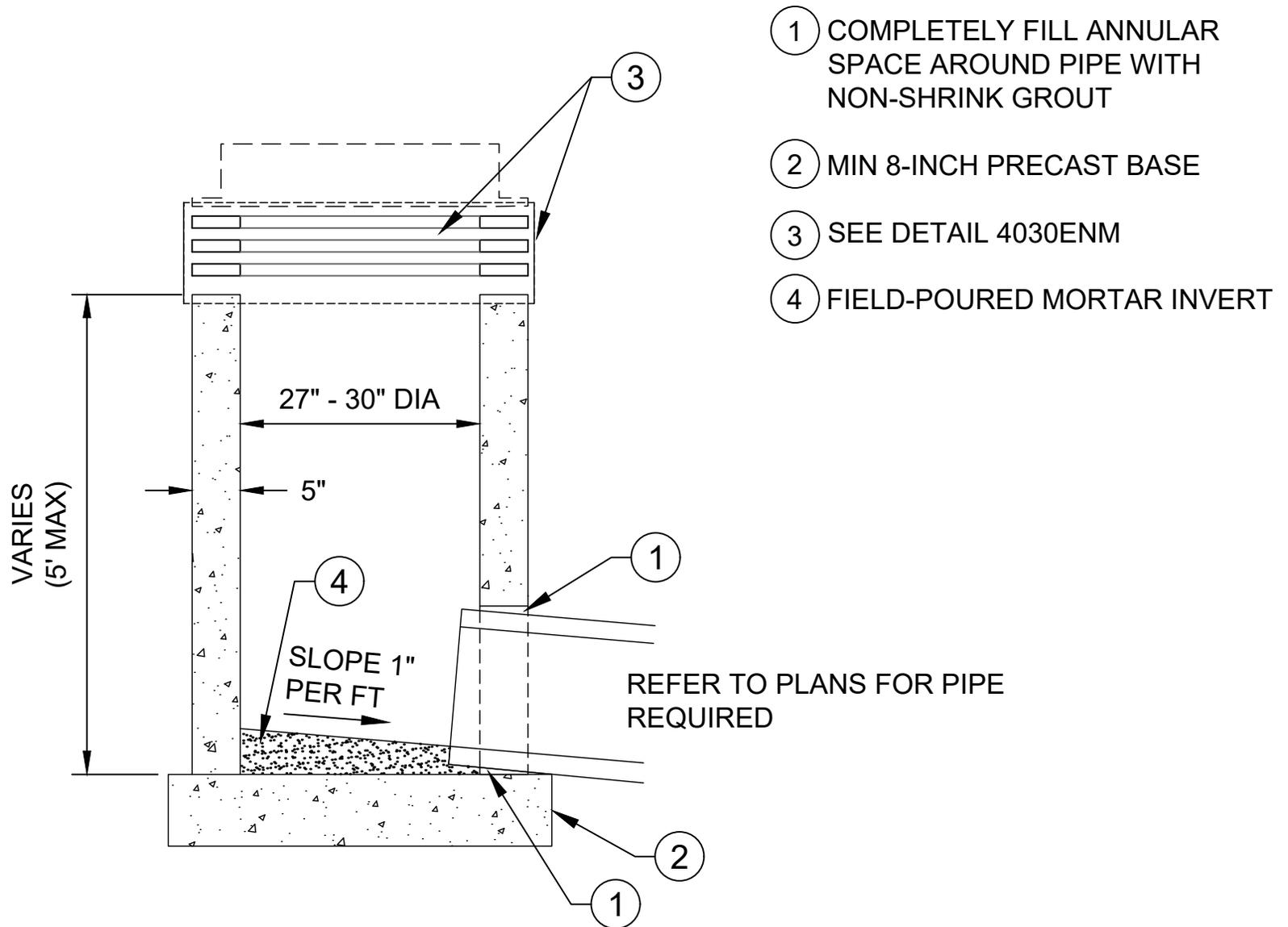
TEMPORARY ROCK CONSTRUCTION ACCESS

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 3005ENM

DATE 02/2017



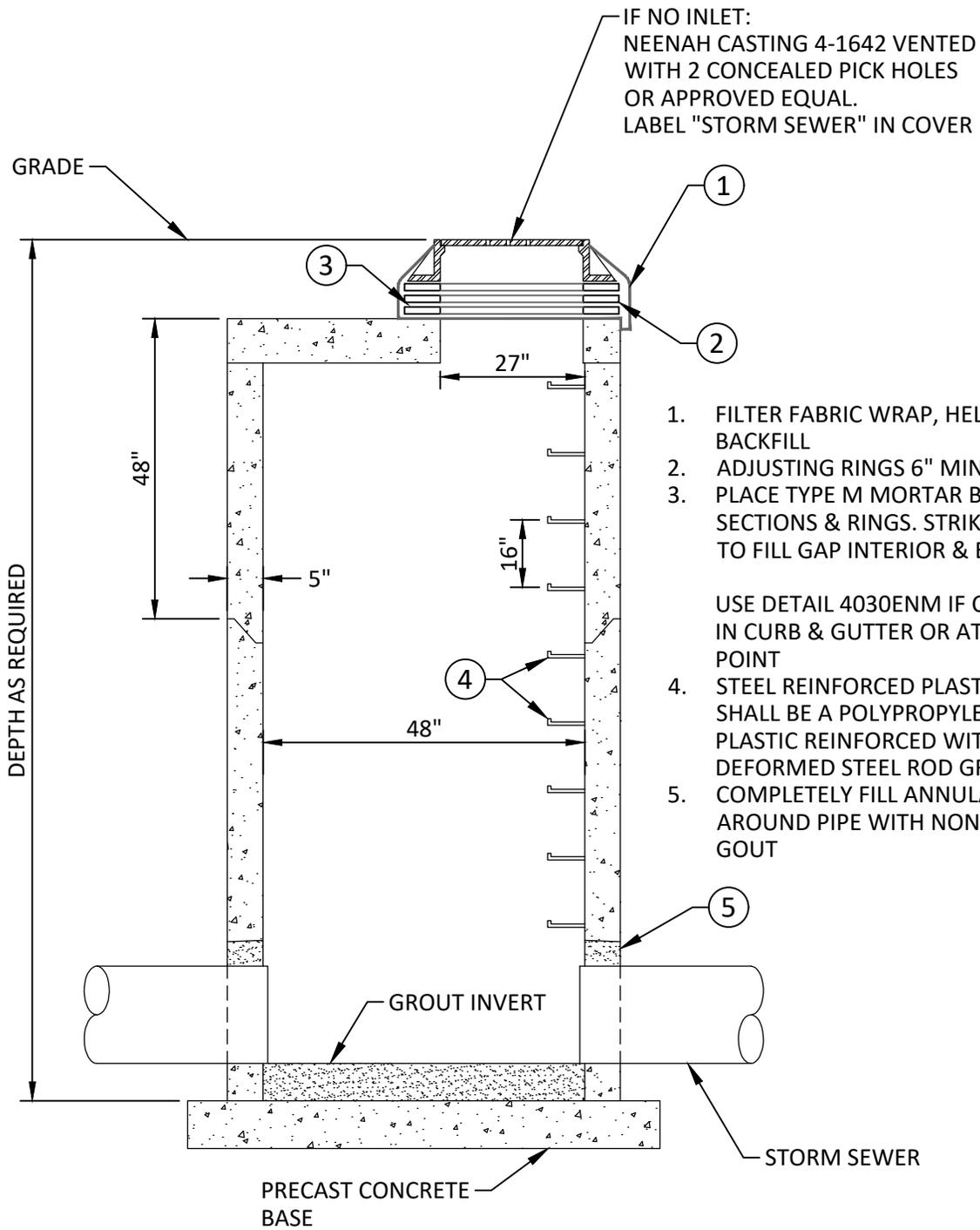
CATCH BASIN (OUTLET ONLY)

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 4005ENM

DATE 02/2017



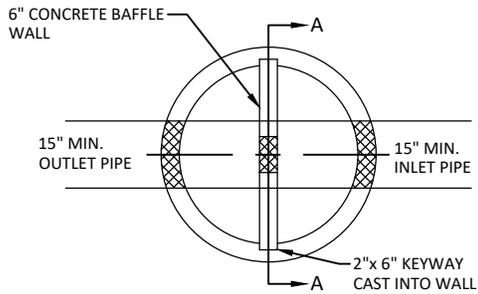
STORM SEWER MANHOLE

CITY OF ELKO NEW MARKET

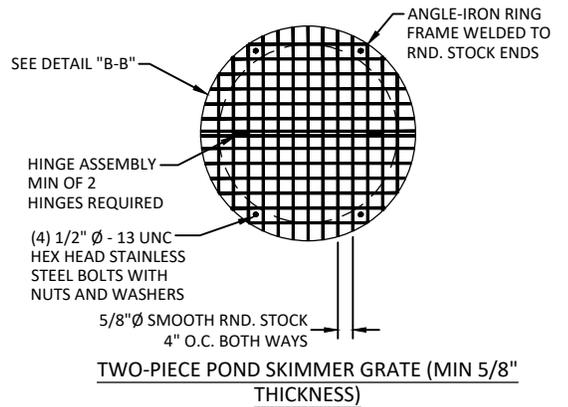
STANDARD DETAIL

NO. 4006ENM

DATE 02/2017

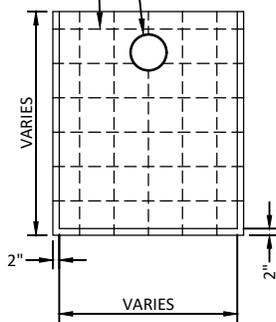


GRATE NOTES:
 1. GRATE TO BE MADE IN TWO (2) PIECES
 2. ALL METAL SHALL BE HOT-DIPPED GALVANIZED

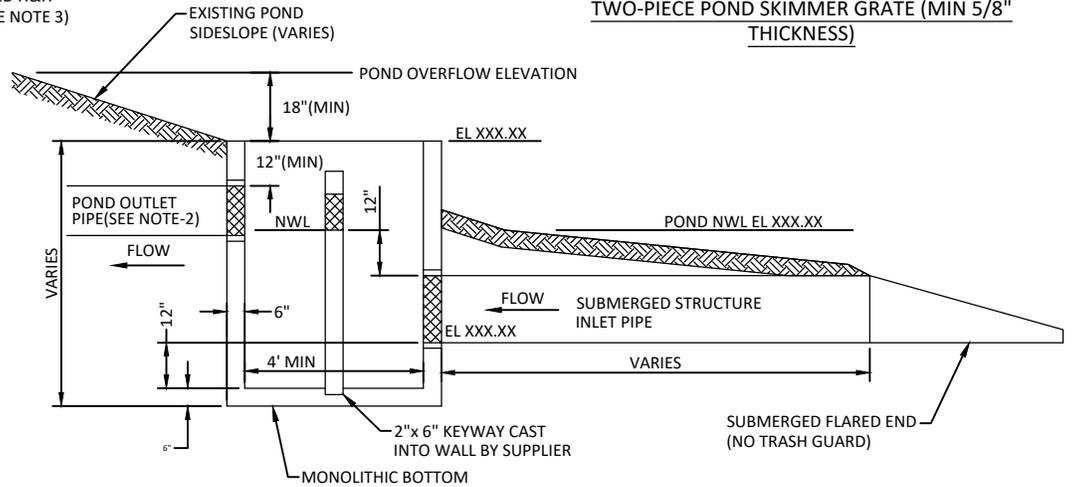


ORIFICE, V-NOTCH, OR RECTANGLE WEIR PER ENGINEER APPROVED H&H CALCULATIONS (SEE NOTE 3)

#4 REBAR @ 12" OC (VERTICAL & HORIZONTAL)



CONCRETE BAFFLE WALL SECTION A-A



SECTION VIEW

NOTES:

- 1) STRUCTURE INLET PIPE SHALL BE A MINIMUM DIAMETER OF 18-INCHES TO AVOID PLUGGING.
- 2) POND OUTLET PIPE SHALL BE SIZED FOR 100-YEAR STORM EVENT.
- 3) CONCRETE BAFFLE WALL SHALL BE SIZED TO MEET RATE CONTROL REQUIREMENTS, ORIFICE OR WEIRS ALLOWED.
- 4) ALL INLET PIPE JOINTS SHALL BE TIED.
- 5) INLET PIPE 12-INCHES OR MORE FROM POND BOTTOM.



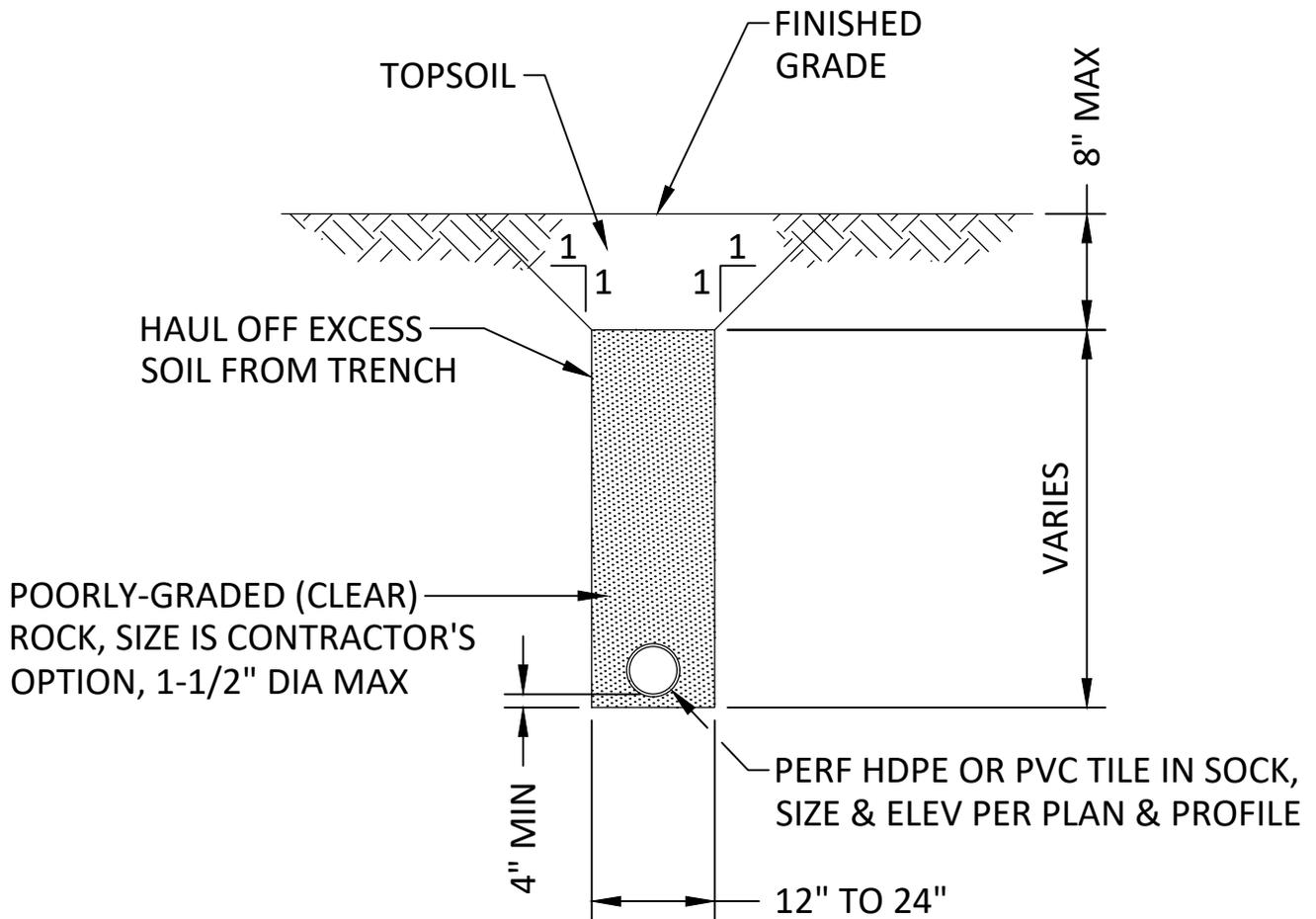
POND OUTLET STRUCTURE

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 4014ENM

DATE 02/2017



YARD - AREA DRAINTILE

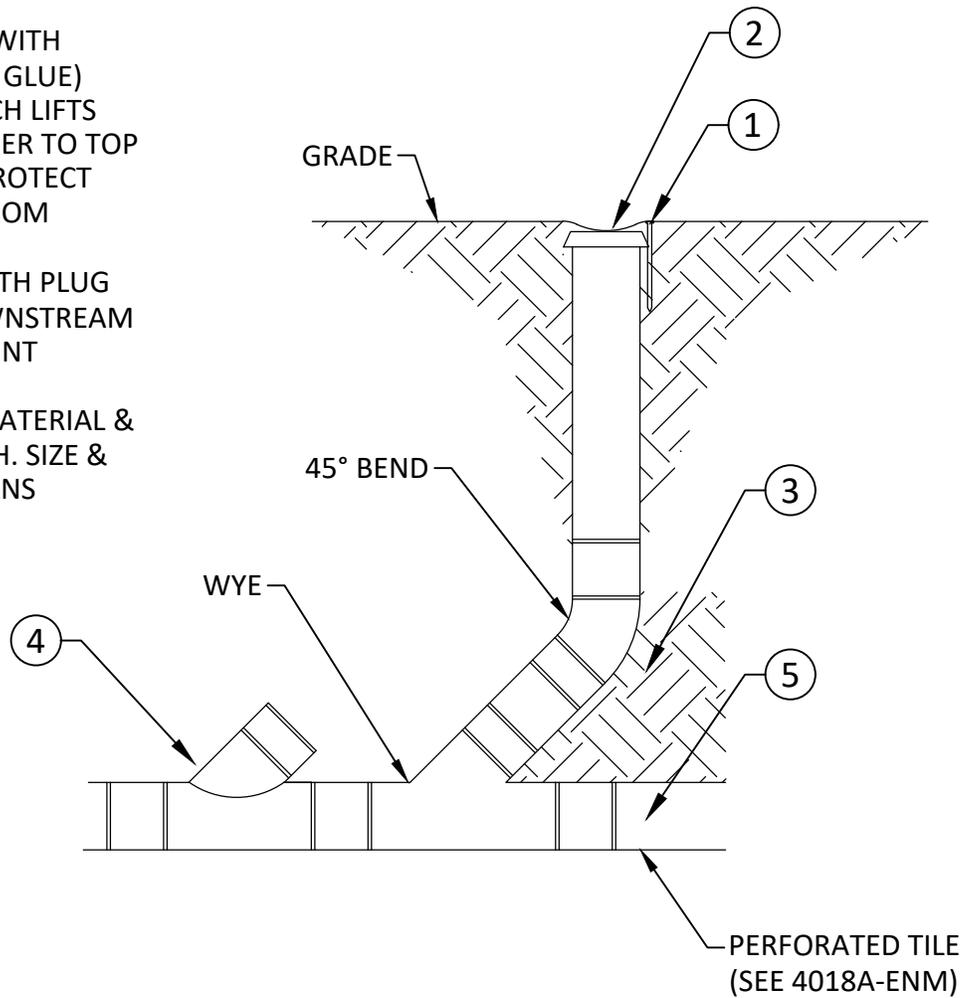
CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 4018A-ENM

DATE 02/2017

1. 12-INCH SPIKE OR METAL ROD FLUSH TO SURFACE FOR LOCATION
2. SOLID CAP FLUSH WITH SURFACE (DO NOT GLUE)
3. COMPACT IN 6-INCH LIFTS WITH HAND-TAMPER TO TOP OF 45° BEND TO PROTECT WYES & ELBOW FROM BREAKAGE
4. WYE (NOT TEE) WITH PLUG (NOT GLUED) DOWNSTREAM OF CLEANOUT, POINT TOWARDS HOUSE
5. PIPE & FITTINGS MATERIAL & GRADES TO MATCH. SIZE & MATERIAL PER PLANS



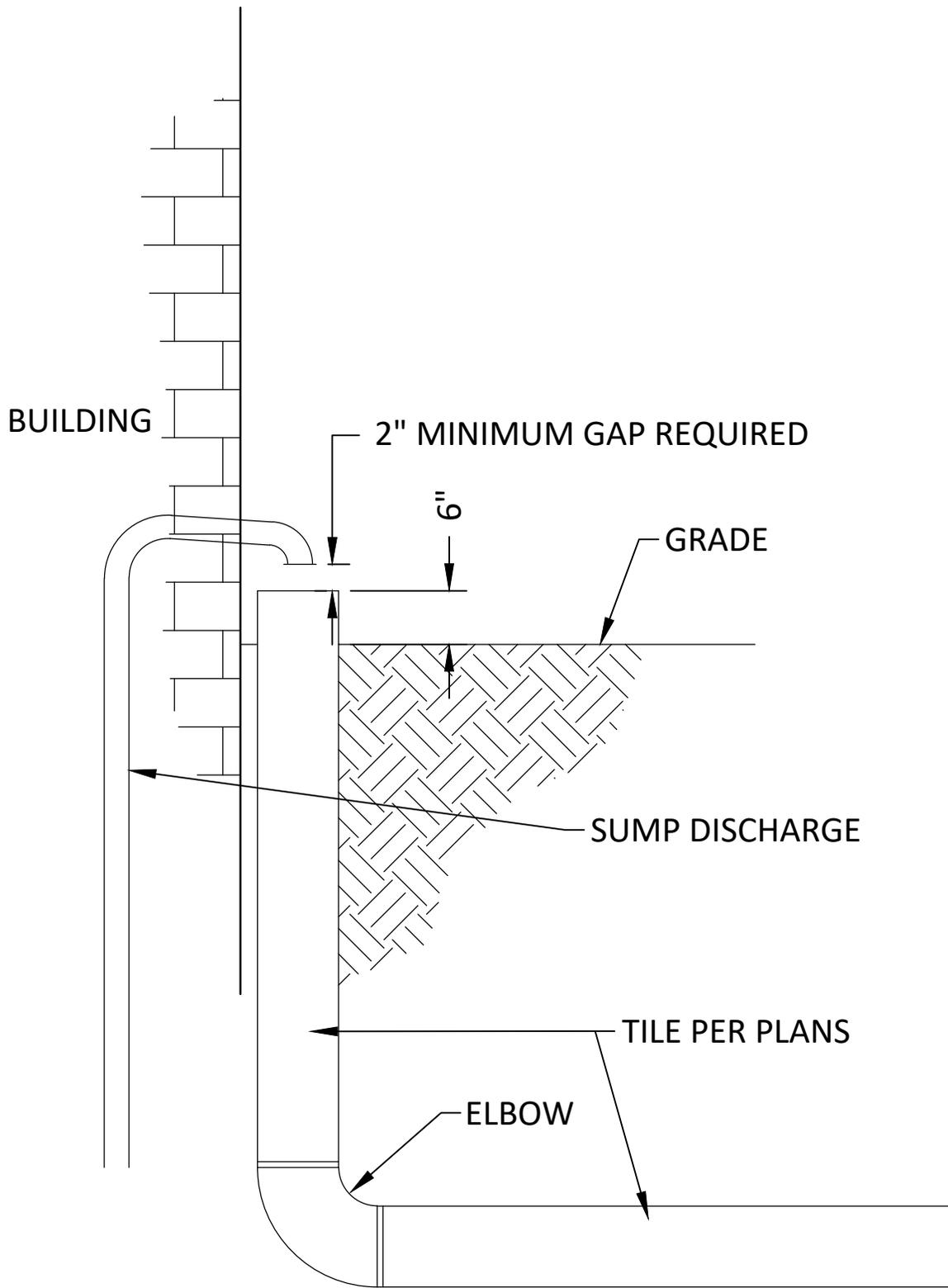
**YARD-AREA DRAINTILE
SUMP/TILE CLEANOUT ASSEMBLY**

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 4018B-ENM

DATE 02/2017



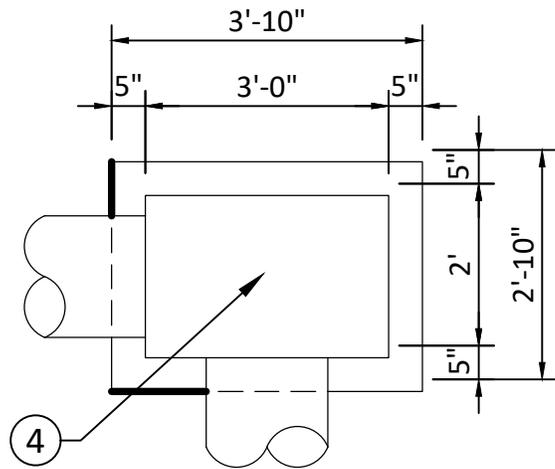
HOUSE SUMP PUMP CONNECTION

CITY OF ELKO NEW MARKET

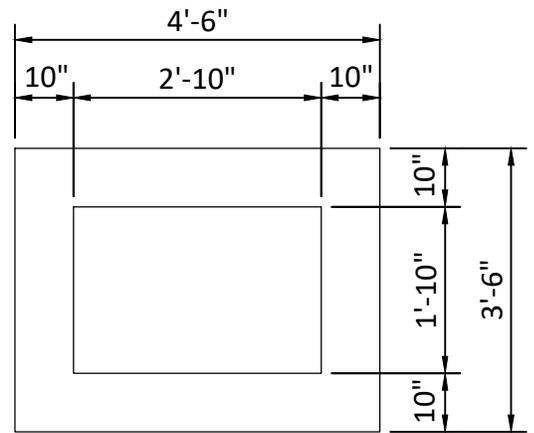
STANDARD DETAIL

NO. 4018C-ENM

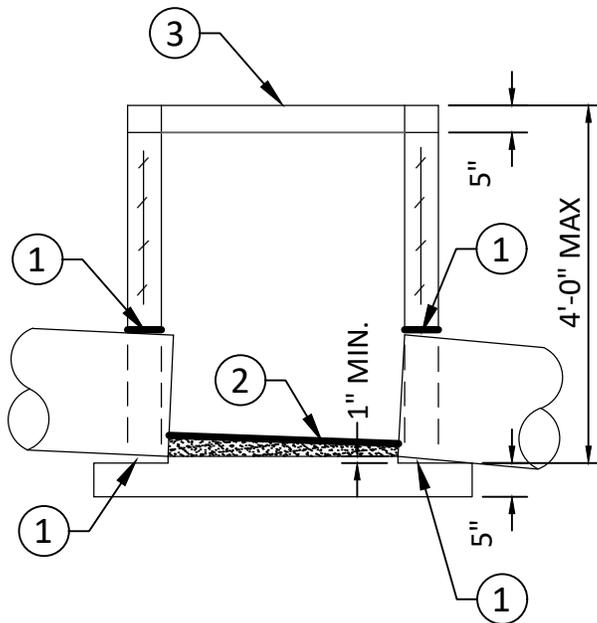
DATE 02/2017



CATCH BASIN PLAN



BASE SLAB PLAN



SECTIONAL VIEW
CATCH BASIN & BASE SLAB

NOTES:

1. COMPLETELY FILL ANNULAR SPACE AROUND PIPE WITH NON-SHRINK GROUT
2. FIELD-POURED INVERT WITH MORTAR
3. SEE DETAIL 4030ENM FOR CASTING INSTALL REQ'S. USE NEENAH CASTING ASSEMBLY R-3067-L OR EQUAL
4. USE IN CURB SETTING ONLY



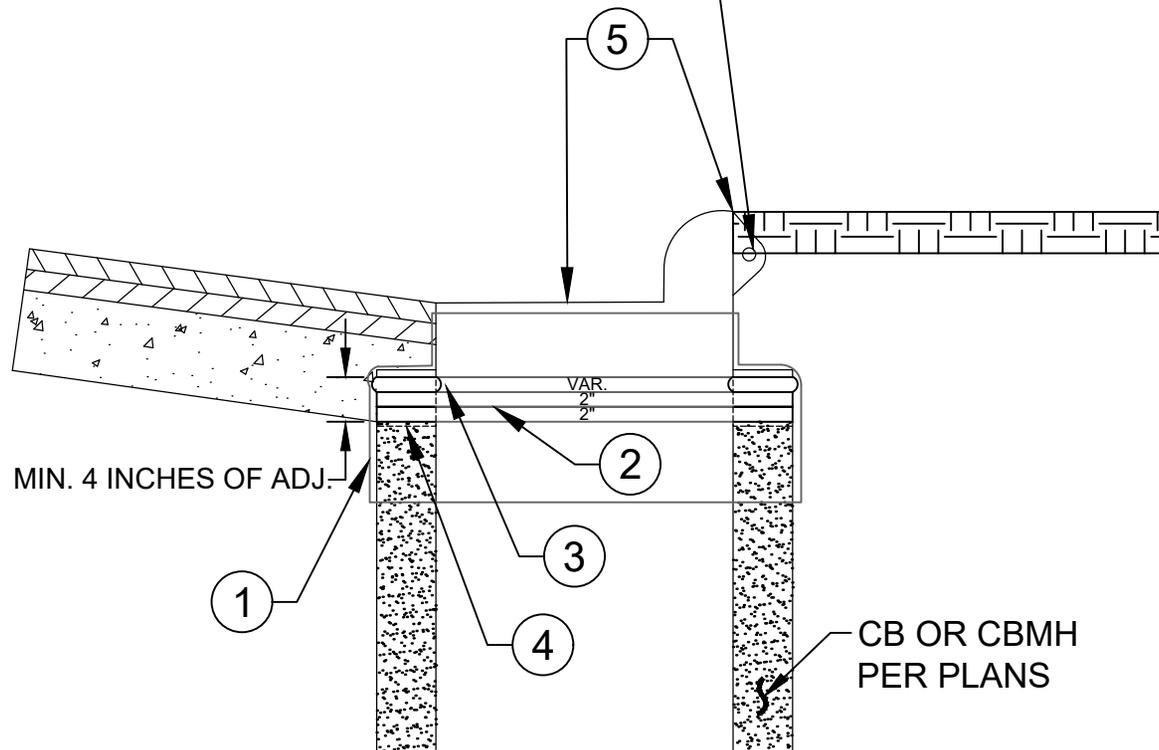
2'X3' CATCH BASIN
CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 4029ENM

DATE 02/2017

ONE NO. 4 BAR THROUGH LUG HOLES 4 FT EA. WAY FROM CB CENTERLINE MIN. CAST INTO ADJ. CURB & GUTTER



- ① MIN. 1 LAYER WOVEN GEOTEXTILE FABRIC AROUND CASTING, MORTAR, RINGS, & TOP OF STRUCTURE. MIN. 8-INCH OVERLAPS - NO GAPS WHEN BACKFILLED.
- ② DRY-STACK PRECAST CONCRETE RINGS (NO MORTAR)
- ③ MIN. 1/2 INCH TYPE M MORTAR AT GRADE LEVELING COURSE ONLY
- ④ 8 EA. 1/2-INCH DEEP SAW CUT WEEP GROOVES SPACED RADIALLY AROUND TOP OF STRUCTURE
- ⑤ CASTING ASSEMBLY NEENAH R-3250-A, OR EQUAL, UNLESS 2X3 STRUCTURE



CB CASTING SET FOR CURB LINES ONLY

CITY OF ELKO NEW MARKET

STANDARD DETAIL

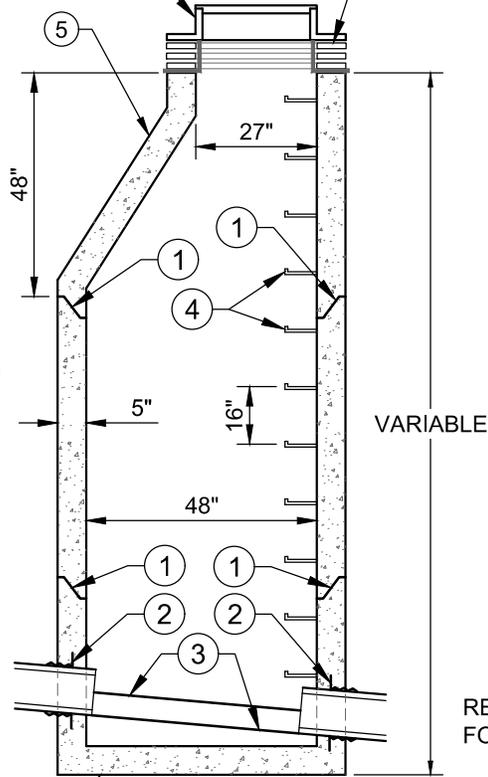
NO. 4030ENM

DATE 02/2017

CASTING AS SPECIFIED WITH CONCEALED PICKHOLES

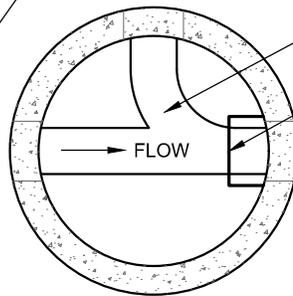
MIN 3, MAX 6 CONCRETE ADJUSTING RINGS AND CHIMNEY SEAL PER EULL'S MANHOLE SHIELD SYSTEM (www.eullsmanufacturing.com)

- ① RUBBER GASKET (TYPICAL)
- ② FLEXIBLE WATERTIGHT SEAL TO BE APPROVED BY ENGINEER
- ③ SHAPE, DEPTH AND SLOPE OF INVERT TO BE APPROVED BY ENGINEER
- ④ STEEL REINFORCED PLASTIC STEPS SHALL BE A POLYPROPYLENE PLASTIC REINFORCED WITH A NO. 2 DEFORMED STEEL ROD GRADE 60
- ⑤ MN/DOT TYPE "B" ECCENTRIC PRECAST CONCRETE CONE SECTION TYPICAL FOR ALL MANHOLES



6" MIN. INTEGRAL PRECAST CONCRETE BASE

CURVE INVERT IN DOWNSTREAM DIRECTION
STEPS OVER OUTLET IF REQUIRED



PLAN VIEW



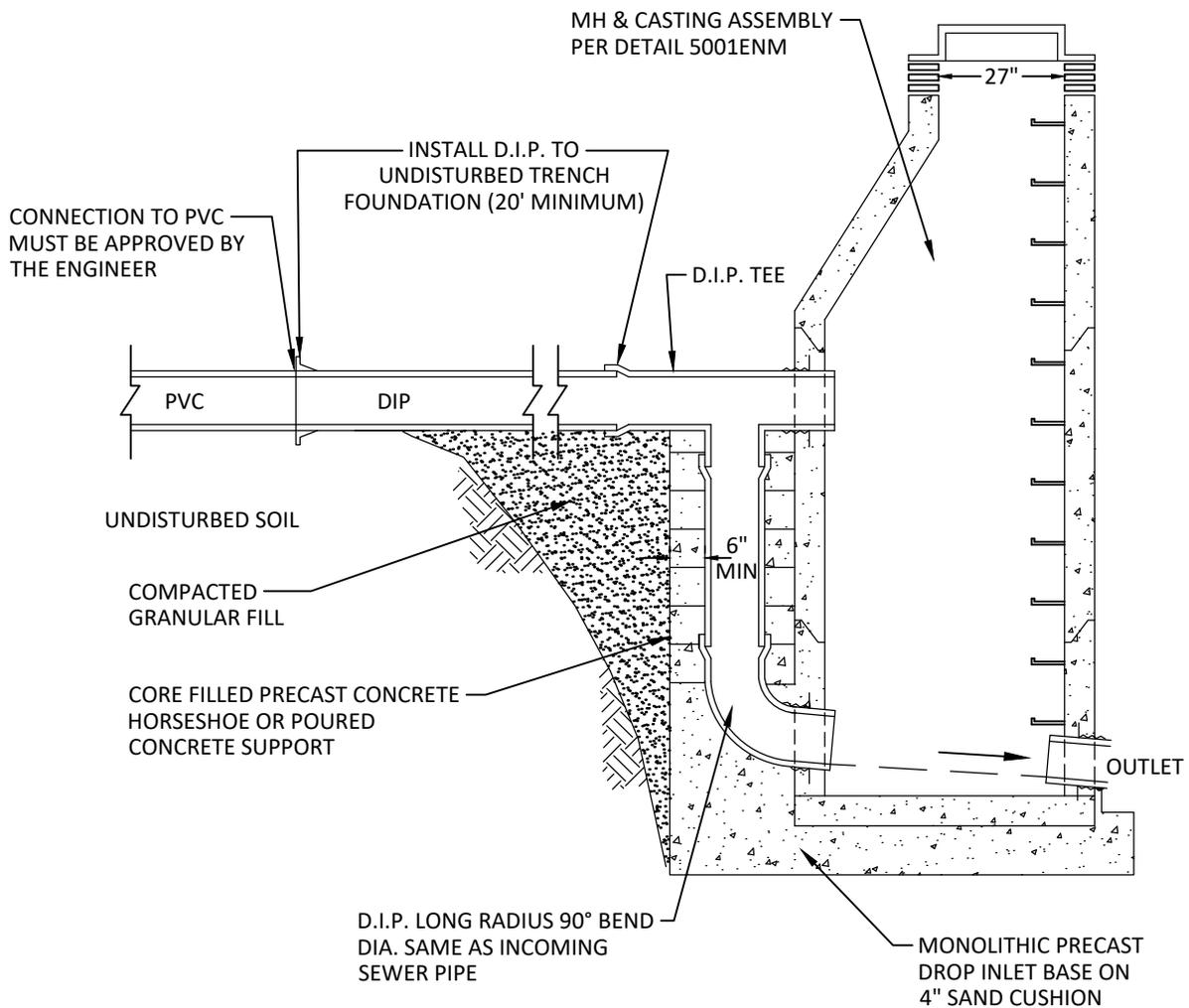
SANITARY SEWER MANHOLE

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 5001ENM

DATE 02/2017



NOTES:

ALTERNATIVES TO THIS DESIGN INCLUDE OUTSIDE DROP WITH TIED MJ FITTINGS OR CITY ENGINEER-APPROVED INSIDE DROP DESIGN (MAINTAIN 42-INCHES CLEAR INTERIOR, STEPS EXCEPTED)



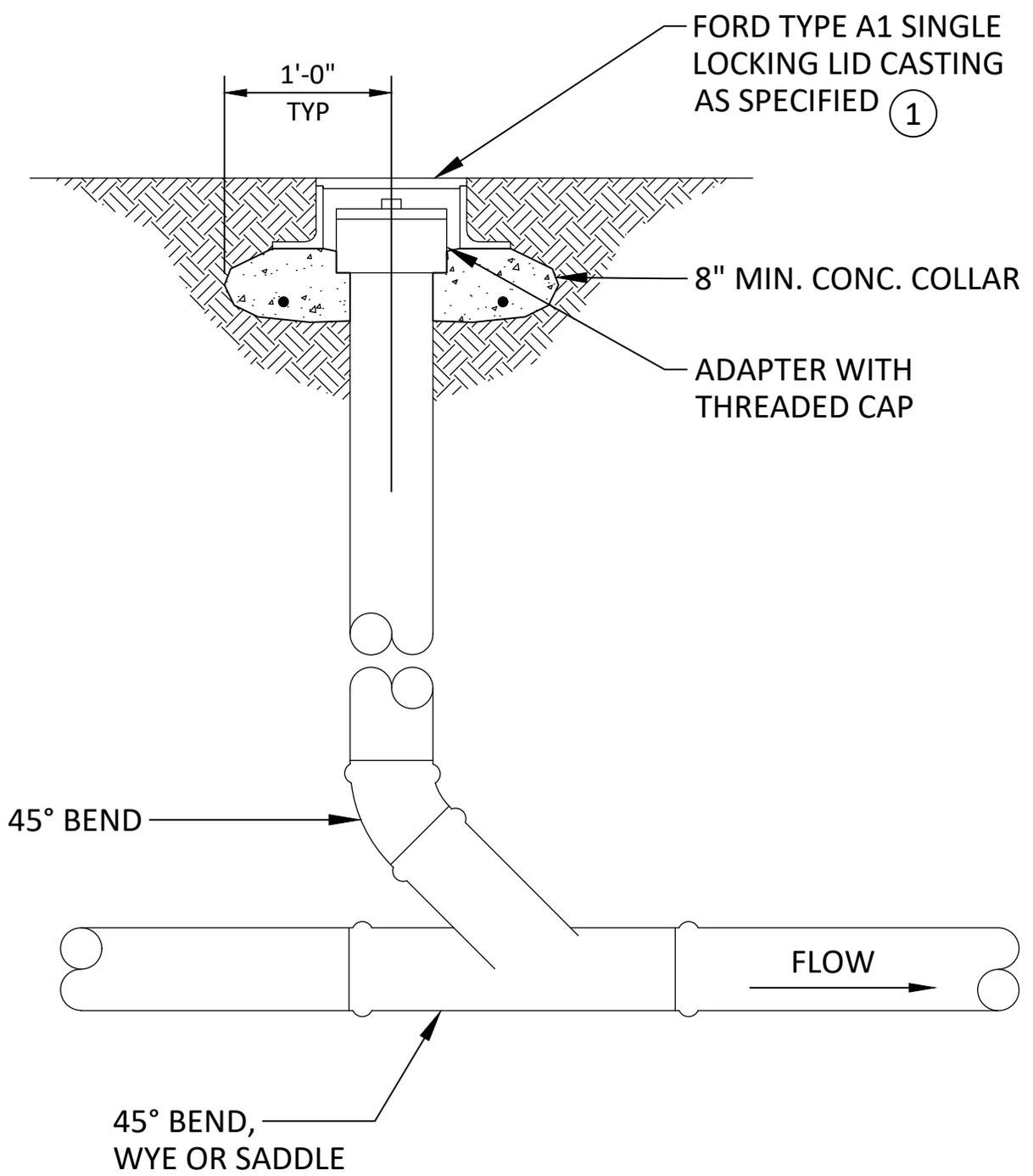
DROP SANITARY MANHOLE

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 5003ENM

DATE 02/2017



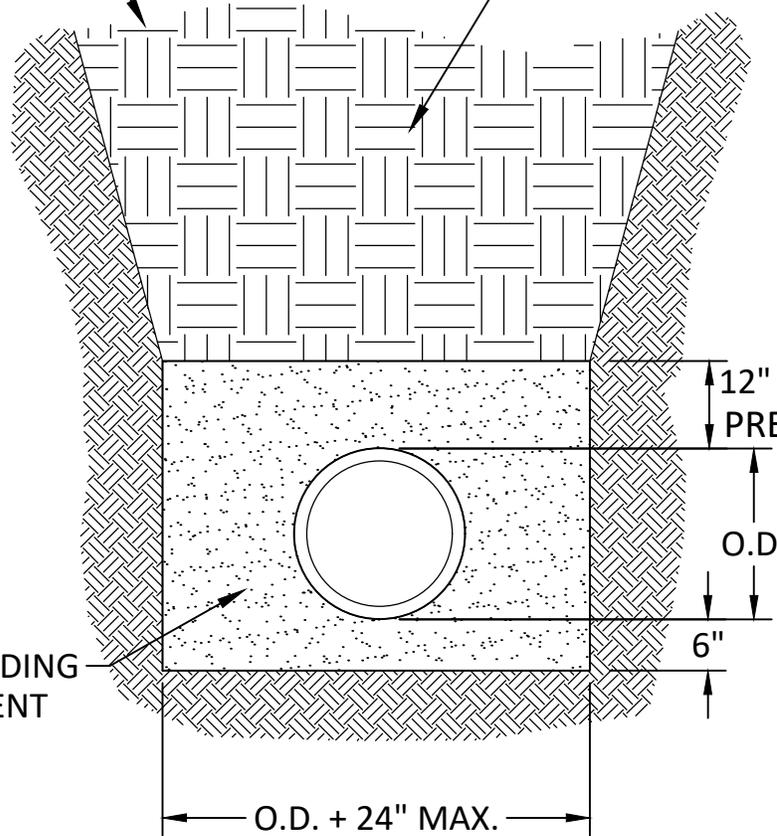
(1) THE LID CASTING APPLIES ONLY TO CLEANOUTS LOCATED IN DRIVEWAYS, WALKS OR PAVED AREAS

	SANITARY SEWER MAIN CLEANOUT DETAIL	STANDARD DETAIL
	CITY OF ELKO NEW MARKET	NO. <u>5004ENM</u> DATE <u>02/2017</u>

PIPE MATERIAL
AS SPECIFIED

COMPACTED BACKFILL
AS SPECIFIED

GRANULAR BEDDING
AND ENCASEMENT
MATERIAL AS
SPECIFIED



12" (MIN.) IF ROCKS \geq 3"
PRESENT IN SITE SOILS

O.D.

6"

O.D. + 24" MAX.



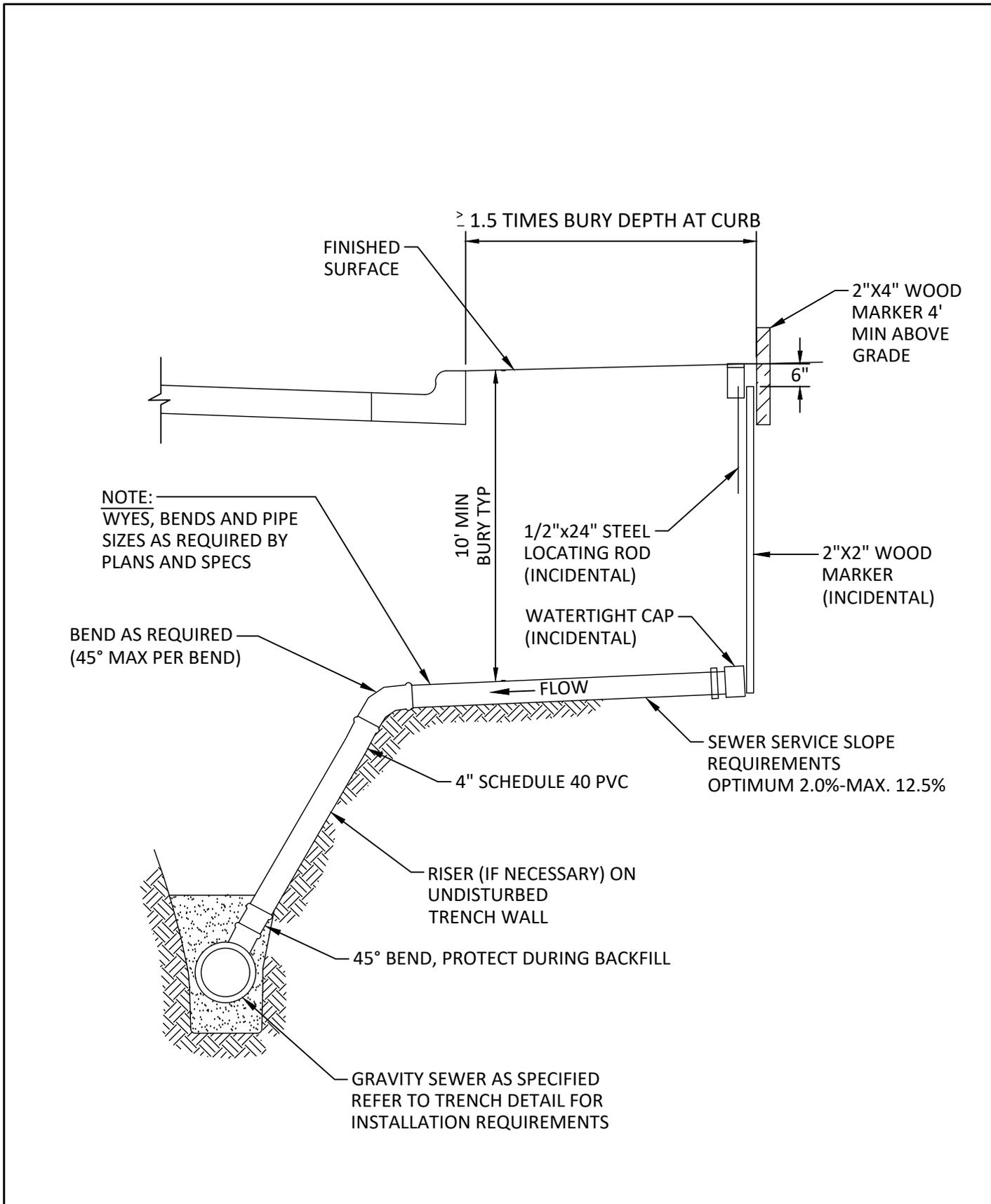
PVC SANITARY SEWER TRENCH

CITY OF ELKO NEW MARKET

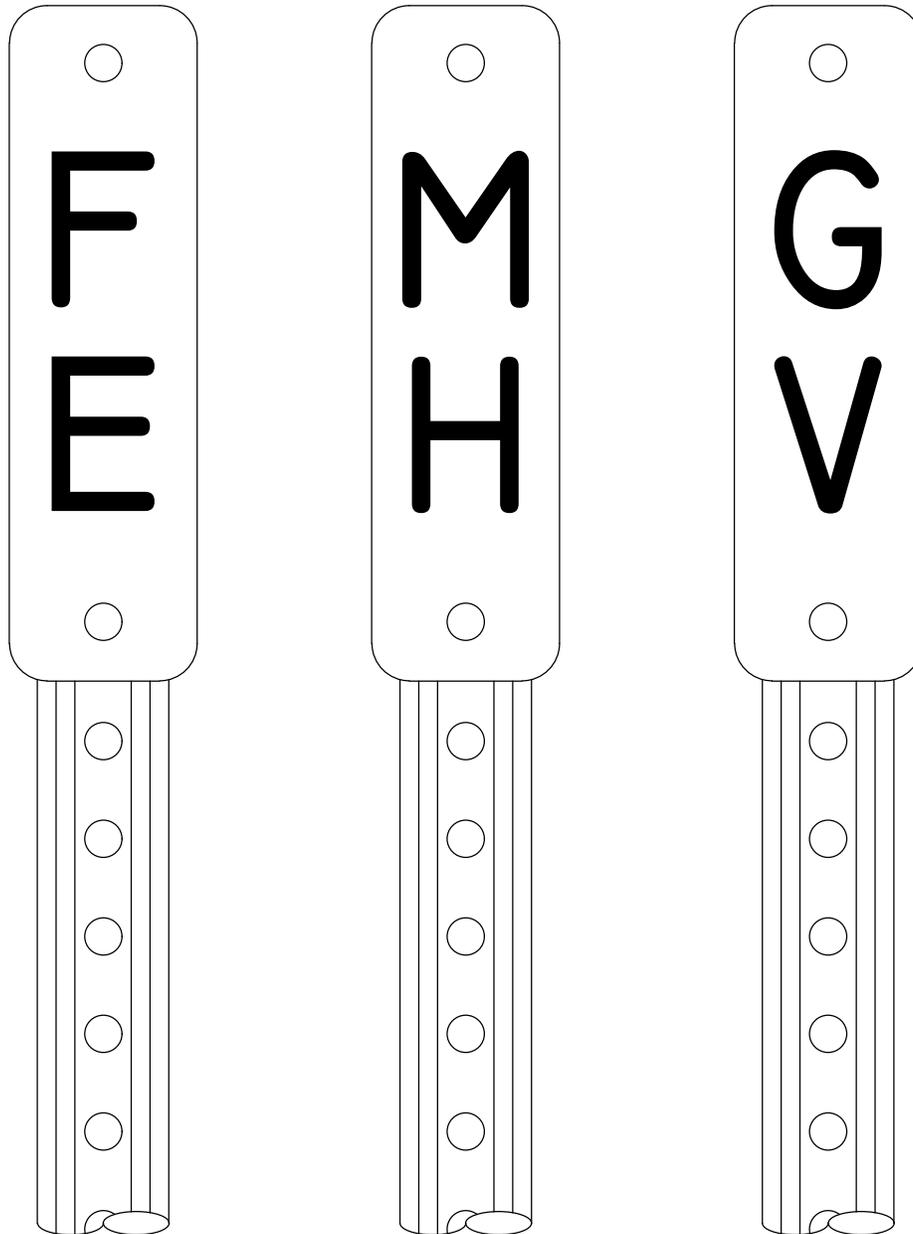
STANDARD DETAIL

NO. 5005ENM

DATE 02/2017



	SANITARY SEWER SERVICE	STANDARD DETAIL
	CITY OF ELKO NEW MARKET	NO. <u>5018ENM</u> DATE <u>02/2017</u>



1. 0.063" THICK ALUMINUM SIGN. BLACK LETTERS ON WHITE HIGH INTENSITY REFLECTORIZED BACKGROUND.
2. U-CHANNEL POST, MINIMUM 3 LB./FT., 6'-6" LONG, GALVANIZED.
3. PLACE AS DIRECTED BY ENGINEER (TALL VEGETATION OR WOODED AREAS)



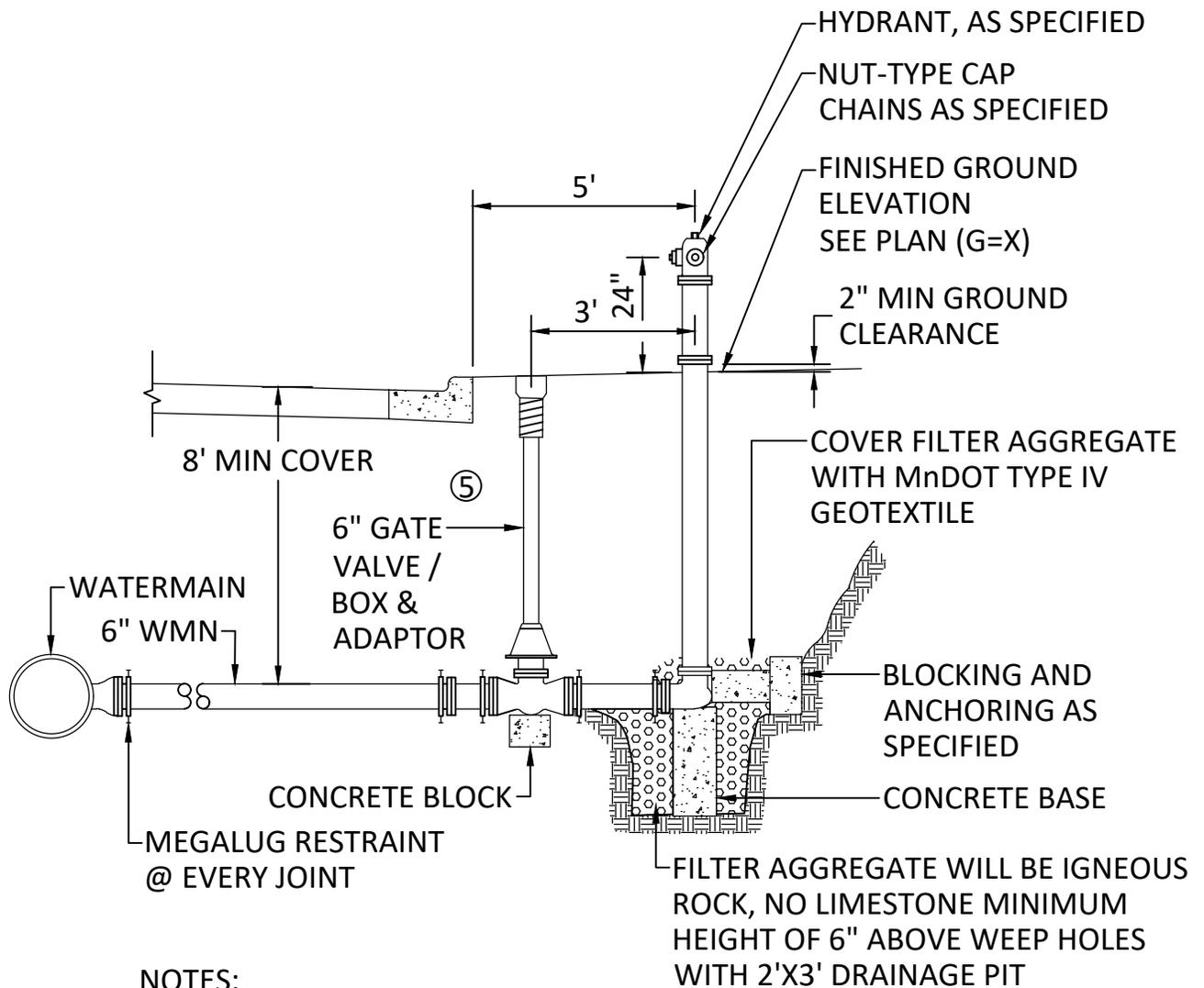
STRUCTURE MARKERS

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 5019ENM

DATE 02/2017



NOTES:

1. CONTRACTOR TO FURNISH AND INSTALL HYDRAFINDER HIGH-VISIBILITY LOCATING DEVICE BY RODON INC. OR APPROVED EQUAL ON EACH HYDRANT. CONTRACTOR SHALL SUPPLY ONE EXTRA HYDRAFINDER PER HYDRANT TO BE DELIVERED TO CITY HALL.
2. HYDRANT & GATE VALVE TO BE TIED TO WATERMAIN WITH METAL RESTRAINING TIE RODS OR MEGALUGS MAY BE USED.
3. CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE HYDRANT WRENCH FOR EVERY PROJECT.
4. HYDRANTS LOCATED WHERE THE GROUNDWATER TABLE IS ABOVE THE DRAIN OUTLET SHALL HAVE THE OUTLET PLUGGED AND SHALL BE IDENTIFIED BY PAINTING THE LARGE PUMPER NOZZLE BLACK.
5. PROVIDE INSIDE RISER IF BURY \geq 10 FEET.



HYDRANT INSTALLATION

CITY OF ELKO NEW MARKET

STANDARD DETAIL

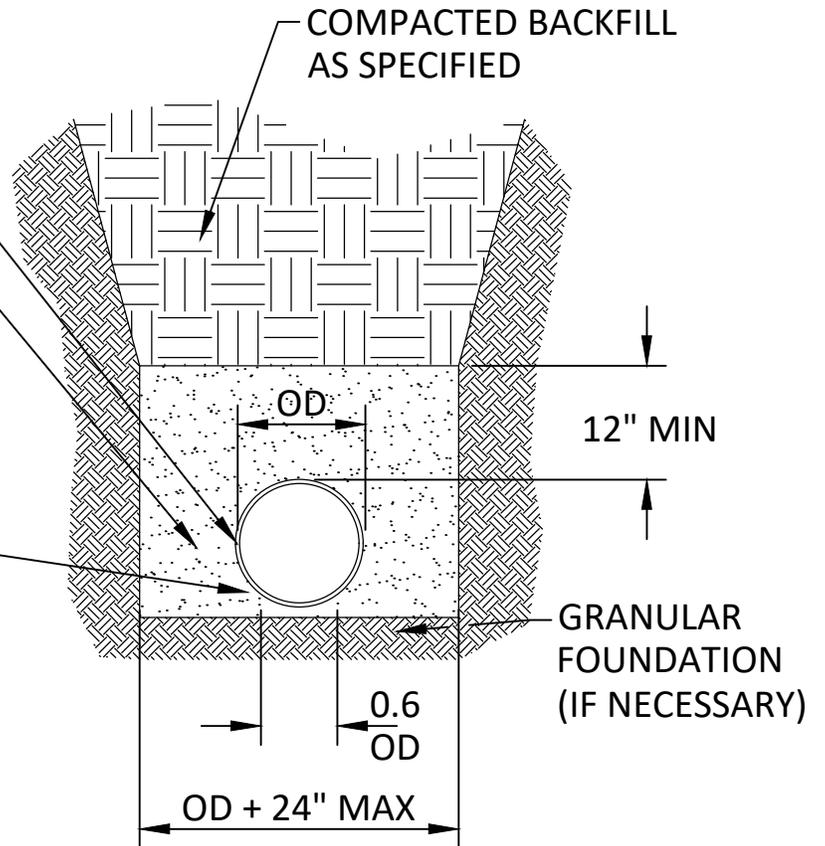
NO. 6001ENM

DATE 02/2017

DUCTILE WATERMAIN
PIPE WRAPPED IN
POLYETHELENE

BEDDING AND
ENCASEMENT MATERIAL
SHALL BE SELECT SALVAGE
MATERIAL FROM THE
EXCAVATION AS SPECIFIED

PROVIDE BELL
HOLE AT EACH
JOINT



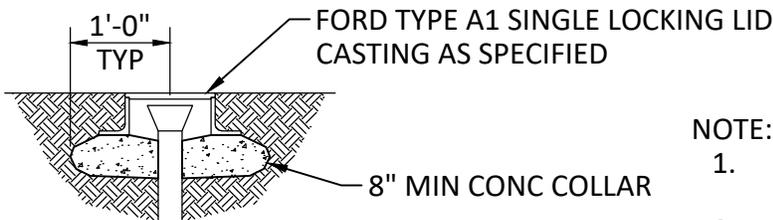
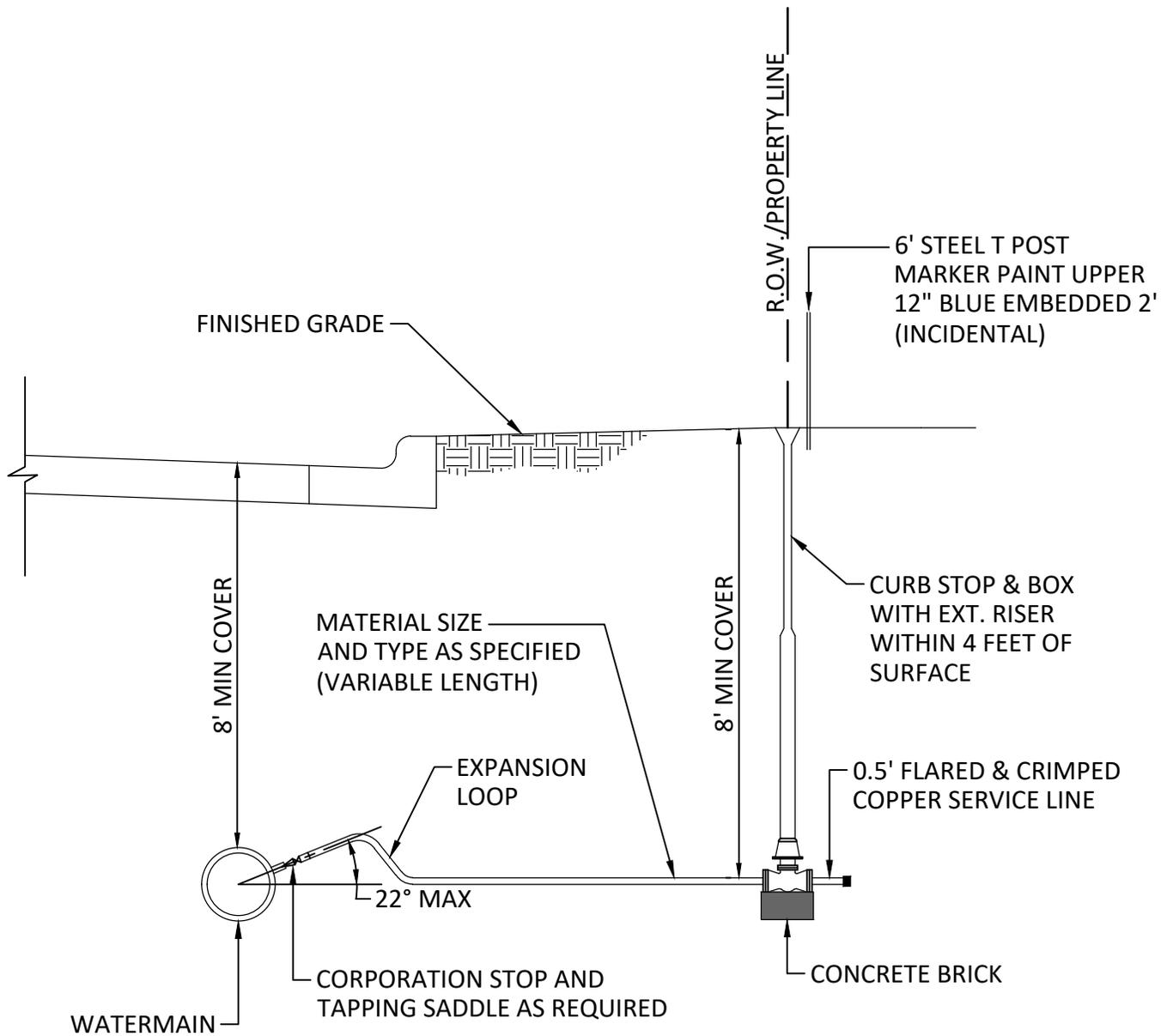
WATERMAIN TRENCH DETAIL

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 6007ENM

DATE 02/2017



- NOTE:
1. INSTALL LID CASTING WHEN CURB STOPS ARE LOCATED IN DRIVEWAYS.
 2. WATER SERVICE SHALL BE INSTALLED UPSTREAM FROM THE SEWER SERVICE.



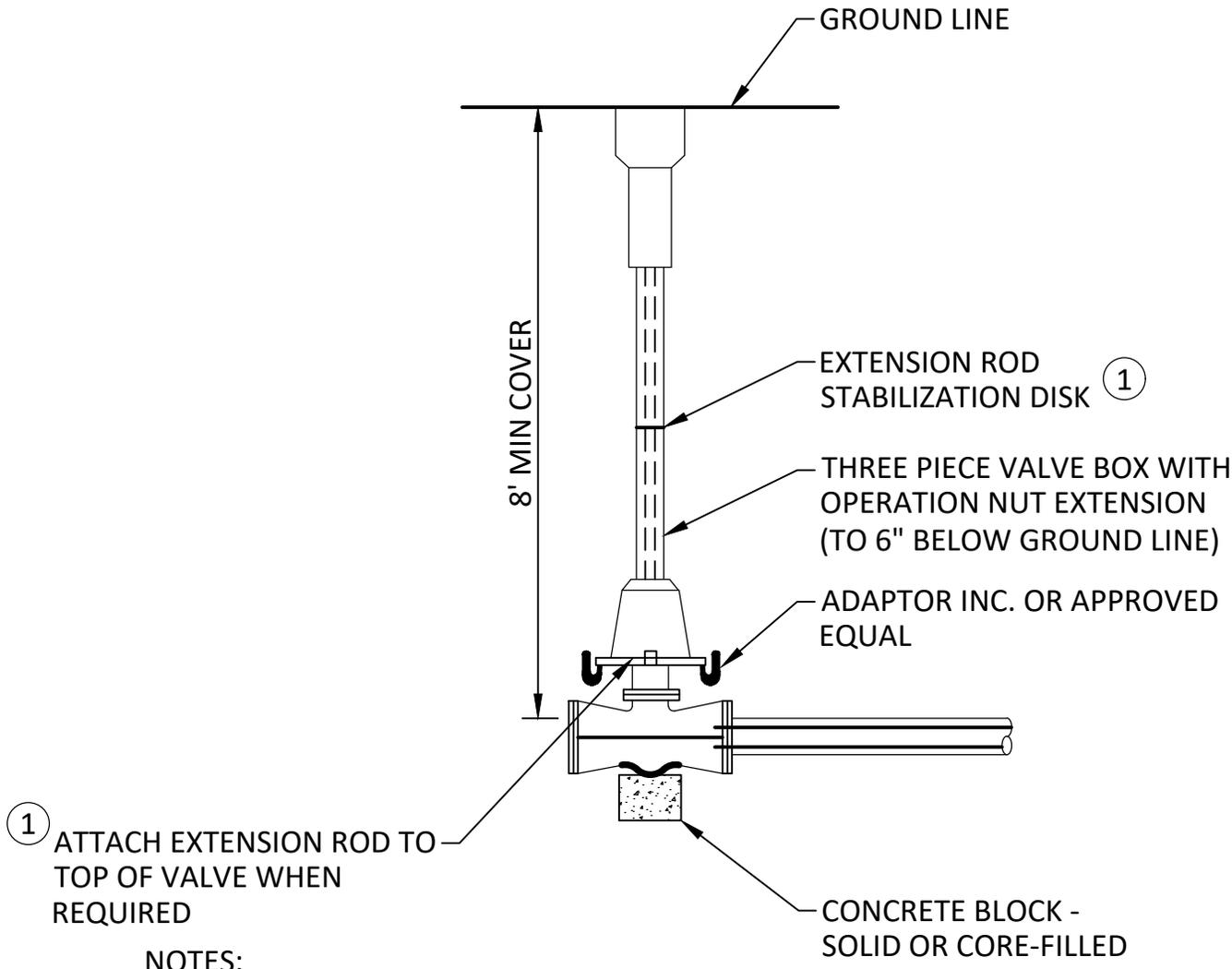
WATER SERVICE INSTALLATION DETAIL

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 6009ENM

DATE 02/2017

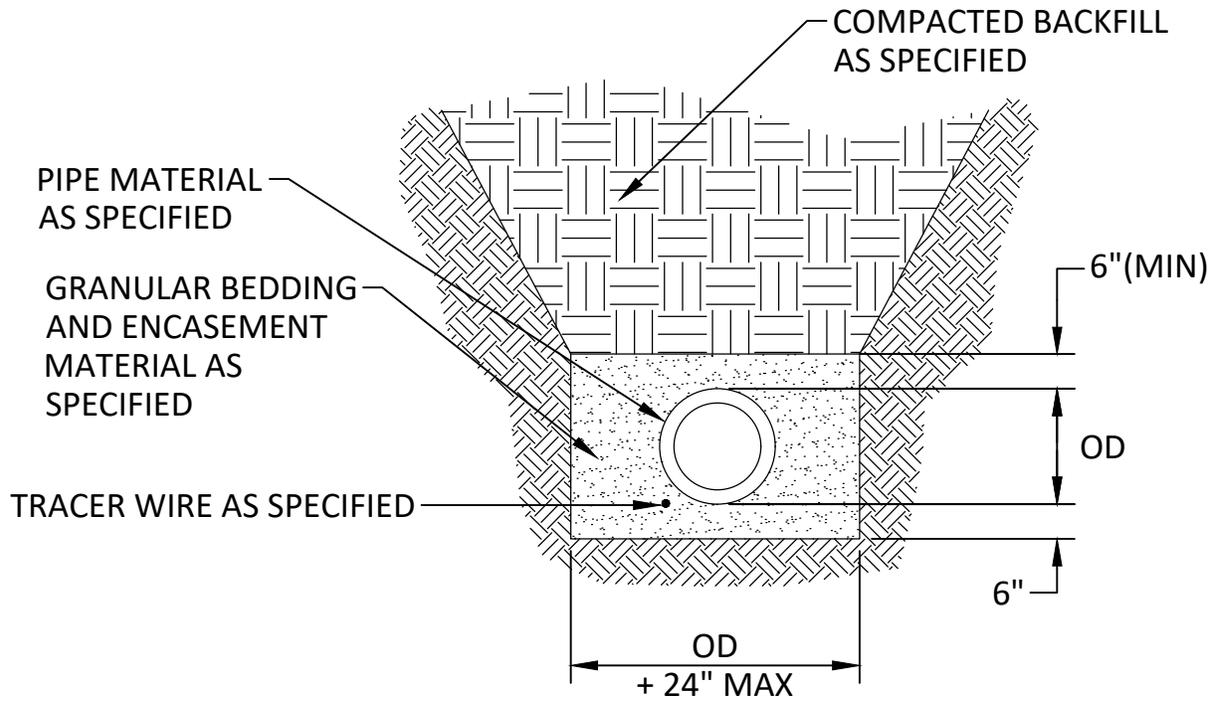


① ATTACH EXTENSION ROD TO TOP OF VALVE WHEN REQUIRED

NOTES:

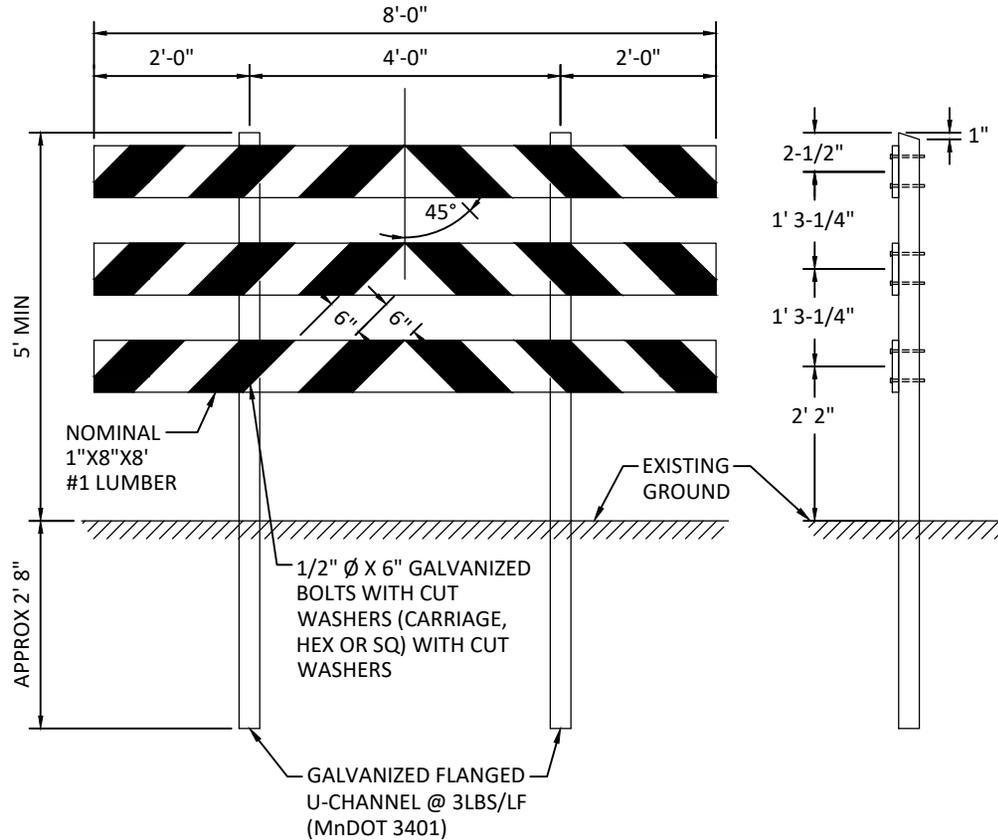
- ① EXTENSION RODS ATTACHED TO THE GATE VALVES ARE REQUIRED ON ANY GATE VALVE GREATER THAN TEN FEET IN DEPTH FROM THE FINISHED SURFACE. THEY ARE ALSO REQUIRED IN AREAS OF HIGH GROUND WATER. TOP OF THE EXTENSION ROD MUST BE WITHIN 4 FEET OF THE FINISHED SURFACE.
- ② GATE VALVE SHALL BE THE TYPE SPECIFIED IN THE CITY OF ELKO NEW MARKET STANDARD SPECIFICATIONS.

	GATE VALVE & BOX	STANDARD DETAIL
	CITY OF ELKO NEW MARKET	NO. <u>6010ENM</u> DATE <u>02/2017</u>



OPEN -CUT FORCEMAIN OR FLEXIBLE WATERMAIN
 NOT TO SCALE

	OPEN-CUT FORCEMAIN OR FLEXIBLE WATERMAIN	STANDARD DETAIL
	CITY OF ELKO NEW MARKET	NO. <u>6011ENM</u> DATE <u>05/2017</u>



NOTES:

1. THE BARRICADE BOARD FACE SURFACE SHALL BE FULLY REFLECTORIZED IN ALTERNATE SILVER-WHITE AND RED STRIPPING, USING A REFLECTIVE SHEETING CONFORMING TO THE REQUIREMENTS OF SPEC. 3352.2A2b, STANDARD NO. 2.
2. PRIOR TO INSTALLING THE REFLECTIVE SHEETING, THE BARRICADE BOARDS SHALL BE GIVEN A COMPLETE COATING OF WHITE WOOD PRIMER PAINT FOLLOWED BY A SECOND COAT OF WHITE EXTERIOR PAINT APPLIED ONLY TO THE SURFACE NOT COVERED WITH REFLECTIVE SHEETING.
3. THE BARRICADE BOARDS SHALL BE COMPLETELY PAINTED AND REFLECTORIZED SHEETING APPLIED BEFORE BEING INSTALLED ON THE POSTS.
4. THE PLACEMENT OF THE BARRICADE(S) SHALL BE 10' FROM THE END OF THE BITUMINOUS ROAD WITH THE BARRICADE(S) CENTERED ON THE LANES FACING THE FLOW OF TRAFFIC.



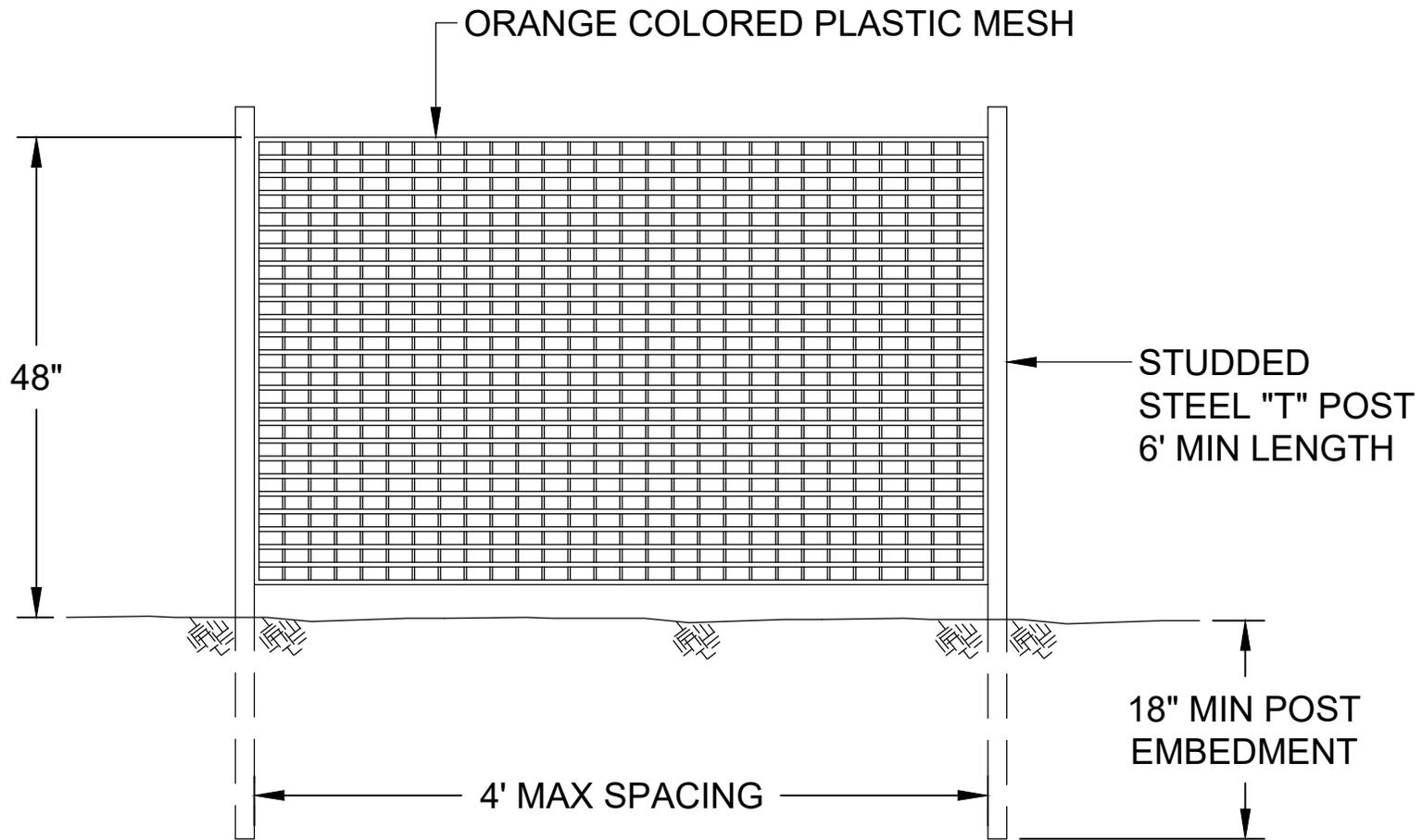
TYPICAL BARRICADE

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 7013ENM

DATE 02/2017



(INSTALLED AT THE DRIP LINE)



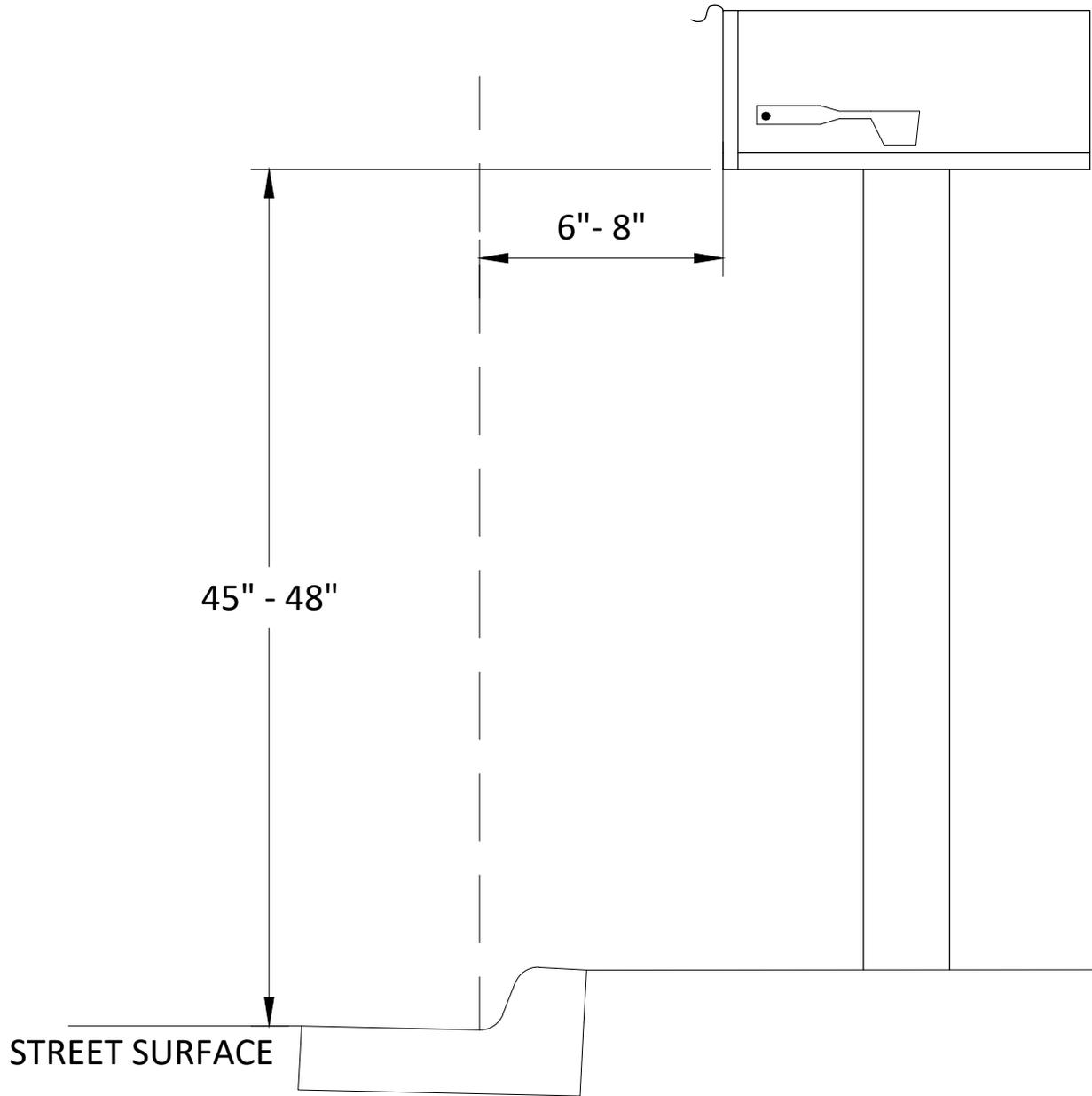
TREE PRESERVATION FENCE

CITY OF ELKO NEW MARKET

STANDARD DETAIL

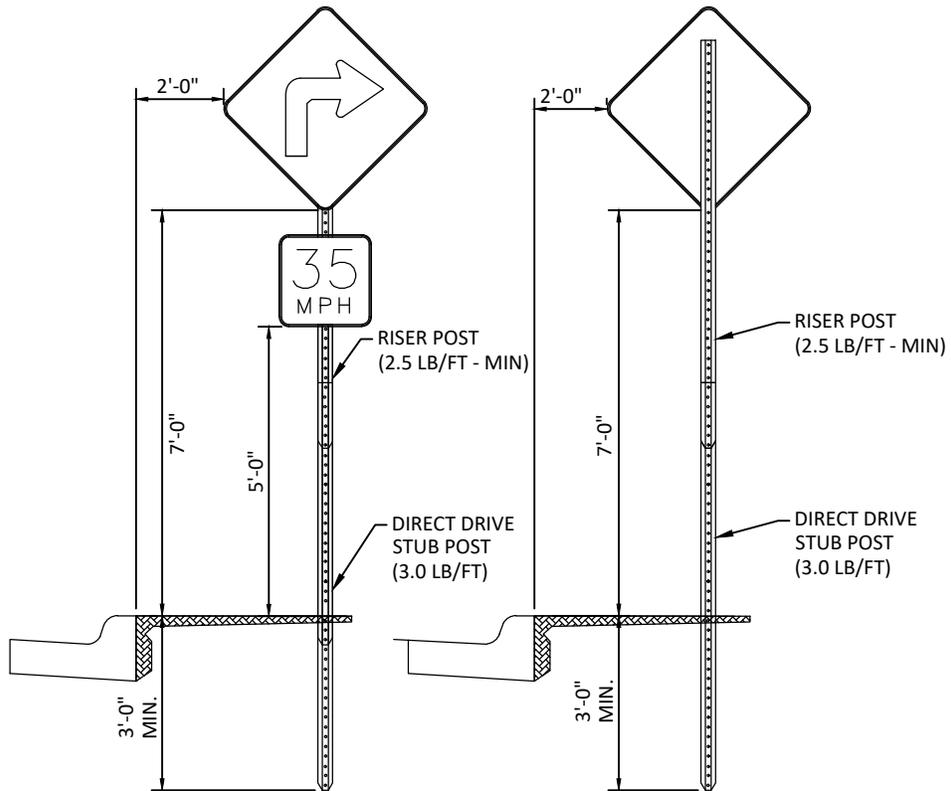
NO. 9009ENM

DATE 02/2017



This detail expresses City preference to accommodate snow removal equipment. Mailbox installer is responsible to review dimensions with Elko New Market Post Office before installing. Post Office requirements will govern placement.

	MAILBOX CURB CLEARANCE DETAIL	STANDARD DETAIL
	CITY OF ELKO NEW MARKET	NO. <u>9012ENM</u> DATE <u>02/2017</u>



NOTES

1. REFER TO SIGN PAN SHEETS FOR SIGN SIZE AND INSTALLATION LOCATIONS
2. TYPICAL CHANNEL POST LENGTHS ARE 7' (84") FOR BOTH STUBS AND RISER POSTS
3. SEE DIVISION 2, PART 1 & MnDOT 2564 FOR FUTURE INFORMATION
4. RIB BACKED POST



**MID -BLOCK TRAFFIC CONTROL
SIGN INSTALLATION (NOT USED AT INTERSECTIONS)**

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 9014ENM

DATE 02/2017



CONTACT THE CITY COMMUNITY DEVELOPMENT DEPARTMENT FOR SUPPLIERS WITH CITY'S TEMPLATE.

SIGN POSTS

POSTS SHALL BE GREEN U-CHANNEL AT 2.0 LBS/FT AND ENCASED IN A CONCRETE FOOTING.

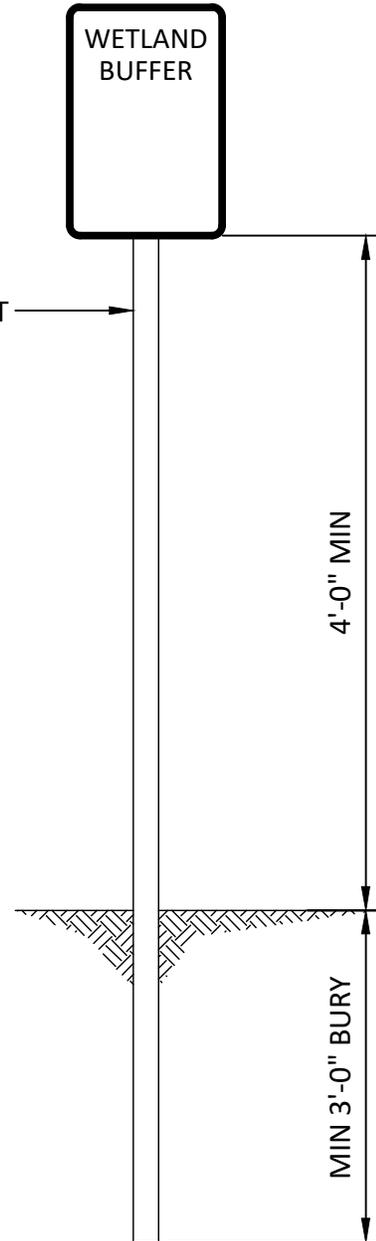
SIGN LOCATIONS

INSTALL SIGNS AT EACH INTERSECTION OF LOT LINES WITH BOUNDARIES OF OUTLOTS OR EASEMENTS CONTAINING WETLAND BUFFERS AND WHERE THERE IS A CHANGE IN ALIGNMENT WITH A MAXIMUM SIGN SPACING OF 200 FT.

SIGN FASTENING

SIGNS SHALL BE FASTENED TO THE POSTS WITH TWO BOLTS, LOCK WASHERS AND NUTS.

U-CHANNEL POST



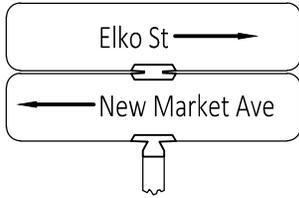
WETLAND BUFFER SIGN

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 9015ENM

DATE 02/2017



STREET NAME CHANGE

REGULATORY SIGN INSTALLED BELOW STREET SIGNS WHEN APPLICABLE. REGULATORY SIGNS SHALL HAVE VISUAL IMPACT PERFORMANCE (VIP) DIAMOND GRADE BY 3M OR EQUAL REFLECTIVE SHEETING.

TUBULAR SIGN POSTS

POSTS SHALL BE GALVANIZED STEEL, 12-FEET IN LENGTH, WITH A 2-3/8" O.D., WALL THICKNESS OF 0.065". POSTS SHALL BE SET INSIDE A SCHED. 40 GALVANIZED STEEL PIPE ENCASED IN A CONCRETE FOOTING.

STREET SIGN BLANKS

SIGN BLANKS SHALL BE FLAT DOUBLE FACE TYPE EXTRUDED ALUMINUM BLANKS, 0.080 MIL THICK, MEETING U.S. BUREAU OF PUBLIC ROADS STANDARDS AND CHEMICALLY TREATED PER ASTM 8449 IN PREPARATION FOR PAINT OR REFLECTIVE SHEETING. SIGN BLANKS SHALL BE 9" HIGH BY 24"-48" LONG (LENGTH DEPENDENT UPON STREET NAME). SHEETING FOR STREET SIGNS SHALL BE HIGH INTENSITY PRISMATIC (HIP) REFLECTIVE SHEETING FROM 3M OR EQUAL, GREEN IN COLOR, WITH STANDARD RADIUS.

STREET SIGN BRACKETS

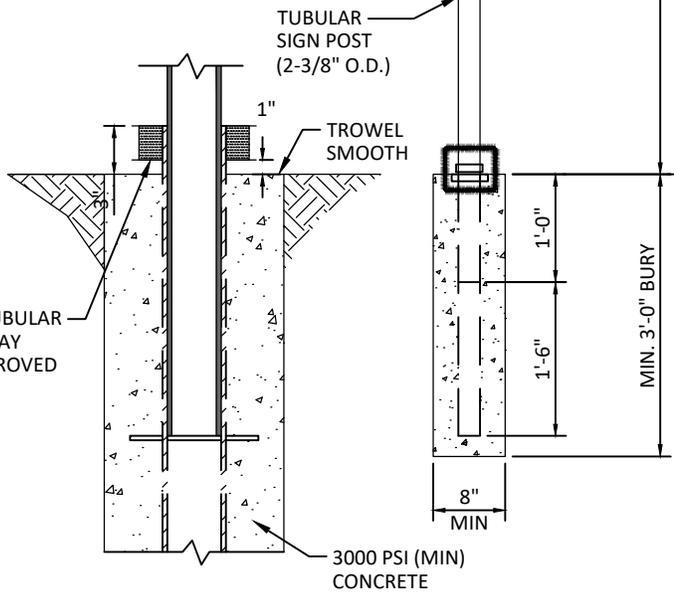
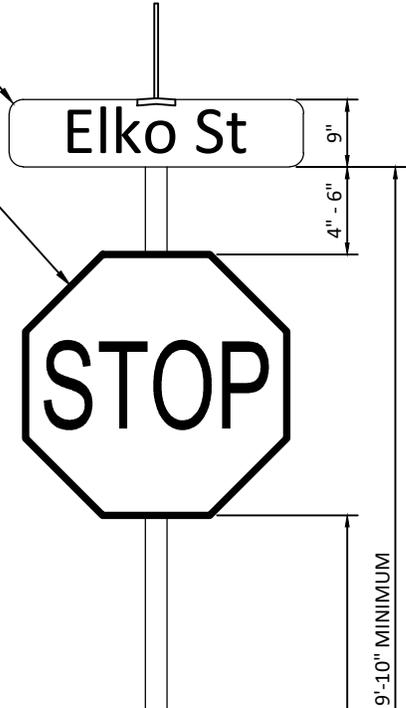
MOUNTING POST BRACKET SHALL BE CAST ALUMINUM OF SIZE AS TO FIT THE SIGN POST.

LETTERING

ALL LETTERS AND NUMBERS SHALL BE WHITE, SERIES C. THE FOLLOW ABBREVIATIONS SHALL BE USED:

- STREET "St"
- AVENUE "Ave"
- ROAD "Rd"
- BOULEVARD "Blvd"
- DRIVE "Dr"
- PARKWAY "Pkwy"
- PLACE "Pl"
- TRAIL "Tr"
- CIRCLE "Cir"
- COURT "Ct"
- (OTHERS TO BE REVIEWED)

STREET NAME
6" CAPITAL LETTERS
WITH LOWERCASE



STREET NAME SIGN

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 9016ENM

DATE 02/2017

24"

30"

FUTURE
THRU
STREET



CITY OF ELKO
NEW MARKET



FUTURE STREET EXTENSION SIGN

CITY OF ELKO NEW MARKET

STANDARD DETAIL

NO. 9017ENM

DATE 02/2017



STAFF MEMORANDUM

SUBJECT:	CARES Act - Business Emergency Grant Program
MEETING DATE:	September 10, 2020
PREPARED BY:	Renee Christianson, Community Development Specialist
REQUESTED ACTION:	<ol style="list-style-type: none">1. Approve Grant Agreement for Business Emergency Grant Program template.2. Authorize City Administrator/Clerk to execute grant agreements Business Emergency Grant Program on behalf of the City.3. Authorize Business Emergency Grant Program payments being issued as a pre-paid item.4. Direction on eligibility requirement.

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

<input type="checkbox"/>	Performance Measurement
<input type="checkbox"/>	Professionalism

BACKGROUND

The City Council will recall the recent discussion regarding the creation of the Business Emergency Grant Program. Following discussion at the last City Council meeting staff revised the grant program criteria as directed by the Council and advertised the program. Attached is a copy of the final Business Emergency Grant Program guidelines.

As of the date of the writing of this memorandum the City has received eight grant applications. Applications are being processed on a first-come first-serve basis. If it is determined that a business owner or daycare provider meet the grant criteria and should be awarded funding, the applicant must enter into a grant agreement with the City. To expedite and simplify the process Staff is requesting Council authorization to allow Staff to sign the grant agreements on behalf of the City. If the City Council supports Staff signing the grant agreements, Staff is also requesting that the grant payments be immediately distributed to the business as a pre-paid item (rather than having to be approved at a Council meeting).

Staff is also requesting clarification regarding one eligibility requirement. The eligibility requirements are shown below. Staff's question is regarding the requirement that property taxes be current. In the case of a renter who has applied for grant funding and meets all other eligibility requirements, but the property owner has not paid their property taxes, should the applicant/renter be denied grant funding?

Businesses must meet all the following criteria to be eligible:

- *Must be a locally owned and operated for-profit business with a brick and mortar commercial presence within the City limits of Elko New Market. Except for licensed daycare facilities, home based businesses are not eligible.*
- *Must have been doing business (open for business) as of March 1, 2020 and intend to continue operations.*
- *Be licensed, in good standing with the Minnesota Secretary of State's Office and with the City, and current on property taxes.*
- *Self-employed, independent contractors, or businesses with no employees other than the owner are eligible.*
- *Must demonstrate a loss in revenue since March 1, 2020 (evidence of revenue loss related to the COVID-19 emergency).*

CITY ATTORNEY RECOMMENDATION

The City Attorney has reviewed the request for feedback and has no comments. The City Attorney has reviewed and approved the draft grant agreements.

BUDGET IMPACT

There is no budget impact for this item.

Attachments:

City of Elko New Market Business Emergency Grant Program guidelines

Draft Grant Agreement for Business Emergency Grant Program



City of Elko New Market Business Emergency Grant Program

PURPOSE

To provide emergency assistance to local businesses in Elko New Market adversely impacted by the COVID-19 pandemic, the City of Elko New Market Business Emergency Grant Program will provide grants of up to \$5,000 to businesses most in need of support.

Funds can be used to help businesses pay for critical expenses such as rent payments, mortgage payments, utilities, payments to suppliers, and costs associated with reopening (including Personal Protective Equipment). Providing this support will increase the capacity of the businesses with a physical location in Elko New Market to survive the current crisis and will help prevent potential future blight scenarios. These grant funds can be used to ensure a business can afford to operate while maintaining social distancing guidelines for the safety of its employees and customers.

TERMS

- Up to \$5,000 grants based on economic injury from COVID-19 related eligible expenses. Final grant awards shall be limited to the lesser of eligible expenses or demonstrated loss, up to the maximum of \$5,000.
- Funds can be used to pay for operating expenses, including rent payments, mortgage payments, utilities, payments to suppliers, and costs associated with reopening (including Personal Protective Equipment) or other critical non-payroll business expenses as approved by the fund administrator.

ELIGIBLE BUSINESSES

Businesses must meet all the following criteria to be eligible:

- Must be a locally owned and operated for-profit business with a brick and mortar commercial presence within the City limits of Elko New Market. Except for licensed daycare facilities, home based businesses are not eligible.
- Must have been doing business (open for business) as of March 1, 2020 and intend to continue operations.
- Be licensed, in good standing with the Minnesota Secretary of State's Office and with the City, and current on property taxes.
- Self-employed, independent contractors, or businesses with no employees other than the owner are eligible.
- Must demonstrate a loss in revenue since March 1, 2020 (evidence of revenue loss related to the COVID-19 emergency).

Businesses that received other COVID-related funding such as the Small Business Administration Economic Injury Disaster Loan, Paycheck Protection Program or Scott County CDA grant are still be eligible for the City of Elko New Market Business Emergency Grant Program, but must certify that the Grant funds from this program shall be utilized for expenses not covered by another program.



INELIGIBLE BUSINESSES

The following businesses will not be eligible:

- Public entities, non-profit/not-for-profit businesses, and places of worship are not eligible.
- Home based businesses, other than in-home daycare facilities.
- Businesses that primarily sell pawned merchandise, guns, tobacco, or vaping product.
- Businesses that derive income from passive investments; businesses-to-business transactions; real estate transactions; property rentals or property management.
- Businesses that primarily derive income from gambling.
- Businesses in default conditions prior to February 29, 2020.

APPLICATION PROCESS

- Application forms will be accepted beginning September 1 through September 30, 2020.
- Grants shall be reviewed by Staff upon receipt and issued on a first-come, first-serve basis. Staff shall review the applications and make a determination regarding program eligibility, expense eligibility, and grant amount.
- Grant applications are to be on a form provided by the City. At a minimum, the application shall include:
 - A completed application form including a signed acknowledgement by the applicant including:
 - The applicant has the authority to submit the application.
 - The applicant certifies the grant is necessary and a result of unforeseen business expenses and business interruption due to COVID-19.
 - Acknowledgement the City is relying on statements made by the applicant when evaluation the application. In the event the applicant has not submitted the application in good faith and truthfully to the best of their ability the applicant shall reimburse the City for the full amount of any grant received.
 - Business name, type of business, and operating address.
 - Name, addresses, contact number, and signatures of all business owners.
 - Grant amount requested.
 - Proof from the Minnesota Secretary of State's Office the business is in good standing.
 - A statement describing how expenses proposed to be reimbursed by the Business Emergency Grant Program is necessary and related to the COVID-19 health emergency.
 - Copies of expense receipts, invoices, statements, rental agreement/lease, mortgage, etc.
 - The City recommends providing a list of expenses with a brief description and total as well as labeling the supporting documents. For example:

Item/Receipt	Description	Service Provider/Vendor	Amount
#1	Face coverings	ABC Company	\$50.00
#2	Plexiglass	XYZ Company	\$200.00
#3	Rent	Landlord Name	\$1,000.00
TOTAL			\$1,250.00



-
- Name, contract phone number, and postal mailing address of service providers (landlord, mortgage company, etc.)
 - Applicant's receiving grants will be notified in writing.
 - Grant payments are made directly to the service provider when feasible (landlord, mortgage company, utility company, etc.).
 - Grants will not be issued when allocated program funds are depleted.

DATA PRIVACY

Applications shall be considered private, however, the names of those receiving grants and the grant amount shall be public information.

**GRANT AGREEMENT FOR
ELKO NEW MARKET BUSINESS EMERGENCY GRANT PROGRAM**

This Agreement is between the City of Elko New Market, 601 Main Street, Elko New Market, MN 55020 (“CITY”) and (GRANTEE’s Name) (“GRANTEE”), (GRANTEE’s address).

WHEREAS, the Elko New Market City Council (“Council”) has approved the disbursement of funds it has received under the Federal CARES Act for use by businesses; and

WHEREAS, GRANTEE has made an application for an award and has been selected for funding in accordance with the terms of this Agreement;

The CITY and GRANTEE agree as follows:

1. TERM AND AMOUNT OF GRANT

GRANTEE shall complete all grant requirements (“Grant Requirements”) commencing upon both parties signing this agreement and expiring six months thereafter or when all requirements of the Agreement have been complete, whichever comes first, unless cancelled or terminated earlier in accordance with the provisions herein.

The total amount of this grant is Five Thousand Dollars (\$5,000.00) (“Grant Funds”).

2. GRANT REQUIREMENTS

By entering into this Grant Agreement, GRANTEE certifies that it is a Minnesota owned and operated for-profit business with a physical establishment in City of Elko New Market boundaries, or a licensed in-home daycare provider operating in City of Elko New Market boundaries, operating as of March 1, 2020 and that GRANTEE intends to continue its business operations within the City of Elko New Market.

GRANTEE acknowledges that the source of funds for this Grant Agreement are federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Coronavirus Relief Funds provided to the CITY and approved for disbursement by the Council as business grants. GRANTEE acknowledges that this grant may be subject to federal and state taxes.

GRANTEE further certifies that as of the date this Agreement is signed, all of the following are true and correct:

- GRANTEE is licensed in good standing with the Minnesota Secretary of State
- GRANTEE is current on property taxes that were ordinarily due and payable on or before May 15, 2020, or on a County-approved payment plan, if applicable
- GRANTEE experienced loss in revenue since March 1, 2020, and incurred costs due to COVID-19-related business interruption and required closures

- GRANTEE experienced business interruption due to: [PICK ONE that best describes GRANTEE’s situation]
 - GRANTEE was required to close, or business operations were substantially interrupted due to COVID-19 by Minnesota Governor’s executive order 20-04 or 20-08 impacting restaurants, bars, fitness centers, personal care services, etc.
 - GRANTEE business operations were substantially interrupted due to COVID-19 by Minnesota Governor’s stay-at-home executive order issued March 25, 2020.
 - GRANTEE closed voluntarily to promote social distancing measures in response to COVID-19 and/or suffered substantially decreased customer demand as a result of the COVID-19 public health emergency.

GRANTEE has provided sufficient documentation to demonstrate that the GRANTEE operates a current, ongoing business which has experienced a business interruption (“Interruption”) due to COVID-19. GRANTEE affirms all information that has been submitted or will be submitted to the CITY is correct and that the documented costs have not nor will not be reimbursed through any other federal, state or local funding source.

3. ELIGIBLE COSTS OF BUSINESS INTERRUPTION

GRANTEE shall provide an itemized and documented list of eligible costs incurred as a result of the Interruption, as more fully described in Attachment A.

4. GRANT DISBURSEMENT

CITY shall pay Grant Funds directly to GRANTEE within ten (10) business days of a fully executed Grant Agreement.

5. INDEPENDENT CONTRACTOR

GRANTEE shall select the means, method, and manner of performing Grant Requirements, if any. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting GRANTEE as the agent, representative, or employee of the CITY for any purpose. GRANTEE is and shall remain an independent contractor under this Agreement.

6. NON-DISCRIMINATION

GRANTEE shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

GRANTEE shall defend, indemnify, and hold harmless the CITY, their present and former officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, demands for repayment or expenses, including attorney's fees, resulting directly or indirectly from any fraudulent act or use of Grant Funds for nonauthorized purposes by the GRANTEE, a subcontractor, anyone directly or indirectly employed by GRANTEE, and/or anyone for whose acts and/or omissions GRANTEE may be liable in the performance of this Agreement.

8. DATA PRIVACY AND SECURITY

GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. The CITY will abide by Minnesota Statutes §13.48 on award data which provides that, "Financial data on business entities submitted to a government entity for the purpose of presenting awards to business entities for achievements in business development or performance are private data on individuals or nonpublic data." Other data containing information which would give an advantage to competitors may be also labeled trade secret. The CITY does not guarantee that a state or federal court will not make a determination that the data, either financial, trade secret or otherwise, is public and require release of that data. GRANTEE shall promptly notify the CITY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "financial data" or "trade secret" by GRANTEE does not necessarily make the data protected as such under any applicable law.

9. RECORDS – AVAILABILITY/ACCESS AND RIGHT TO AUDIT

Subject to the requirements of Minnesota Statutes § 16C.05, subd. 5, the CITY, the State Auditor, or any of their authorized representatives which may include other independent financial analysts at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to request submission of documentation, examine, audit, excerpt, and transcribe any books, documents, papers, records, or other data, which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

A. GRANTEE shall not assign, transfer or pledge this Agreement whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the CITY. A consent to assign shall be subject to such conditions and

provisions as the CITY may deem necessary, accomplished by execution of a form prepared by the CITY and signed by GRANTEE, and the assignee. Permission to assign, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

- B. GRANTEE shall not subcontract this Agreement whether in whole or in part, without the prior written consent of the CITY.

11. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

GRANTEE and/or the CITY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

12. DEFAULT AND CANCELLATION/TERMINATION

- A. If GRANTEE fails to perform any of the provisions of this Agreement including providing false, misleading or incomplete information in documents submitted to the CITY or documented in Attachment A, fails to use Grant Funds exclusively for costs included in Exhibit A or uses other sources of federal funds for costs included in Exhibit A, the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless GRANTEE's default is excused in writing by the CITY, the CITY may upon written notice immediately cancel or terminate this Agreement in its entirety and may demand repayment in full of the Grant Funds. Additionally, failure to comply with the terms of this Agreement shall be just cause for the CITY to delay payment until GRANTEE's compliance. In the event of a decision to withhold payment, the CITY shall furnish prior written notice to GRANTEE.

- B. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by GRANTEE. Upon notice to GRANTEE of the claimed breach and the amount of the claimed damage, the CITY may withhold any payments to GRANTEE for the purpose of set-off until such time as the exact amount of damages due the CITY from GRANTEE is determined. Following notice from CITY of the claimed breach and damage, GRANTEE and the CITY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to the CITY under this Agreement, law, statute, rule, and/or equity.
- D. The CITY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event GRANTEE has performed work toward a deliverable that the CITY has not accepted at the time of expiration, cancellation or termination, GRANTEE shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- F. Upon written notice, the CITY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) the CITY does not obtain anticipated funding from the federal government for this project; (ii) funding for this project from an the federal government is withdrawn, frozen, shut down, is otherwise made unavailable or the CITY loses the outside funding for any other reason.

13. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED; GRANT REQUIREMENTS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

14. GRANT ADMINISTRATION

Renee L. Christianson, Community Development Specialist (“Grant Administrator”), 601 Main Street, Elko New Market, MN 55020 (952-461-2710) shall manage this Agreement and any subsequent audit thereof on behalf of the CITY and serve as liaison to the GRANTEE.

[NAME AND PHONE NUMBER (EMAIL IS HELPFUL IF AVAILABLE)] shall manage the agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to the CITY of the name, phone number and email address of such substitute person and of any other subsequent substitute person.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable federal, state, and local statutes, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.
- C. Because the source or partial source of funds for payment under this Agreement is from federal or state monies or from a federal, state or other grant source, GRANTEE is bound by and shall comply with applicable law, rules, regulations, applicable documentation or other directives relating to the source and utilization of such funds including but not limited to applying for Grant Funds that have been or will be reimbursed under any federal, county or state program.

16. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to the CITY shall be sent to the Grant Administrator at the address given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement.

17. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE’s knowledge, GRANTEE’s involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify the CITY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise the CITY whether GRANTEE will or will not resign from the other engagement or representation. Unless waived by the CITY, a conflict

or potential conflict may, in the CITY's discretion, be cause for cancellation or termination of this Agreement.

18. MINNESOTA LAWS GOVERN

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

[Signature page follows]

I hereby agree to the terms outlined in the Agreement.

CITY
City of Elko New Market

By: _____

Its Community Development Specialist

Date: _____

GRANTEE
GRANTEE Name

By: _____

Owner's Name

Its _____

Date: _____



STAFF MEMORANDUM

SUBJECT:	Monthly Public Works Report – August 2020
MEETING DATE:	September 10, 2020
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 August.

DISCUSSION:

- Staff has attended multiple construction meetings for the roundabout project. On Tuesday, August 25th the roundabout was opened, and the detour signs have been removed. Public Works operations will go back to normal now that the intersection is open. Once all the turf is established, there will be a significant increase in mowing responsibilities throughout the corridor. It should also be noted that with the completion of the trails within the project there is now a connection to the trail along France Ave. Historically, Public Works did not plow the bike path on France, as there was no connection, but now that there is a connection, the path will be added to a plow route.
- The Department has continued to jet and clean sanitary sewer mains throughout the community, this work will continue throughout the summer, as time permits.
- The Department has continued full summer seasonal operations, including mowing and trimming.
- Staff has continued to check and clean storm structures. Many times, pond inlets and outlets can get plugged up with garbage, leaves, sticks, logs, plastic bags and other debris.
- The Public Works Department has installed the replacement swing at Wagner Park that was previously damaged.
- Staff has continued to perform ditch mowing, and since it has been relatively dry this summer Staff will clean up around inlets and outlets on many of the ponds. This will continue as time permits.
- Staff was able to remove the graffiti and paint on the play equipment at Little Windrose Park.
- Public Works Staff installed signs with distances to the basket at the tee boxes at the Disc Golf Course at Windrose Park.
- The Public Works Department removed the old fencing and backstop at Rowena Park, the new backstop and fencing has been installed on the new field. Staff will finish up some grading and install the benches sometime next month.
- Staff has started to patch imperfections and potholes on streets, this work will continue up until late fall.
- Due to COVID-19 the Department has taken special precautions while working. Staff has been advised to follow the social distancing guidelines while working. All meter checks have been cancelled for the foreseeable future as we are able to read meters from a vehicle. Staff will have limited contact with residents, unless it is an emergency.
- The Department took delivery of a new pickup, it is being outfitted and should be added to the fleet sometime early next month.
- Superintendent Schweich will continue to train newer Staff on how to run and operate the Water Treatment Facility.
- The Department experienced a breakdown on one of the older dump trucks that will be replaced later this year. When the truck broke down, it had full load of hot asphalt on it that needed to be dumped before the truck could be towed to the dealership. The truck was towed to the Public Works Facility and the wrecker was able to lift the truck up high enough to get the hot mix out, the truck was then towed to Boyer to get repaired. Fortunately, it was only a rusted fuel line and not the pump, repairs including the tow were under \$2,000.

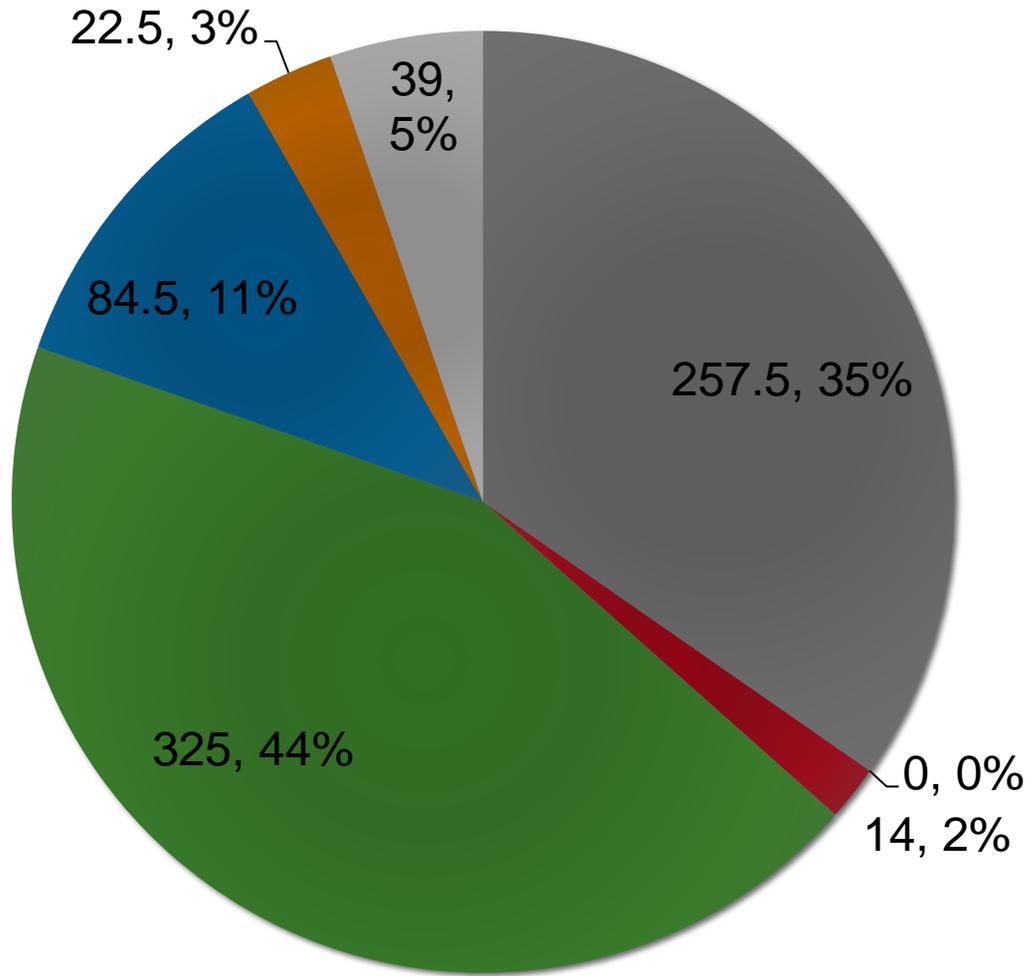
- Due to COVID-19, there was no training with the regional safety group made up of Elko, New Market, Lakeville, and Farmington. Staff will continue to attend monthly safety trainings through this group when restrictions are lifted.
- Superintendent Schweich attended project team meetings with the architects that have been contracted to perform the design work associated with the Police Department renovation. There will be more meetings to attend in the coming months.
- The Department has been extremely busy dealing with various minor breakdowns within the Department's fleet. Joe, the Mechanic, continues to do an excellent job juggling projects, depending on equipment needs.

PUBLIC WORKS Combined Time By Department

August 2020

Total Hours:
742.5

Dates: Aug 1-Aug 27



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

Photo Album

COREY SCWEICH

PUBLIC WORKS SUPERINTENDENT













STAFF MEMORANDUM

SUBJECT:	Monthly Police Activity- August 2020
MEETING DATE:	September 10, 2020
PREPARED BY:	Brady Juell, Chief of Police
REQUESTED ACTION:	Information Only

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COMMUNITY ORIENTED LOCAL GOVERNMENT:

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

BACKGROUND:

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

DISCUSSION:

ATV/GOLF CART INFORMATION

As of the writing of this memo, over **194** permits have been issued for ATV/Golf Carts/UTV.

The Police Department either through proactive patrol or call in complaints has had **6** ATV/GC/UTV related incidents.

Chief Juell has been nominated and voted in as the Southern Valley Alliance Board of Director's Vice President. Chief Juell is very excited to increase his role with the organization.

The Police Department continues its current Covid protocols for responding to medicals and calls. A decision will be made at a later and appropriate time to resume the "New Normal" operations and guidelines.

Officer Bell handled our first DWI on an ATV in many years. Ofc Bell contacted the individual driving the ATV without lights on at 10pm, which is a safety issue and against the City's operation ordinance. The individual was found to have a blood alcohol level almost three times the legal intoxicated limit. Thankfully, no one was injured in the incident. Ofc Bell did an outstanding job with his proactive policing.

DETOUR INFORMATION (This will thankfully be the last segment)

As quickly as the concerns started for the citizens along the detour short cut route when the roundabout construction began, they so quickly ended when the intersection opened back up. The calls for service along this short cut area almost stopped immediately once the intersection opened back up. The Police department has noticed a very measurable difference in the speeds and flow of that intersection. Note: When speaking with a manager at Fish Rock, Chief Juell was told that the very next day after the intersection opened the business jumped 35% over when it was closed.

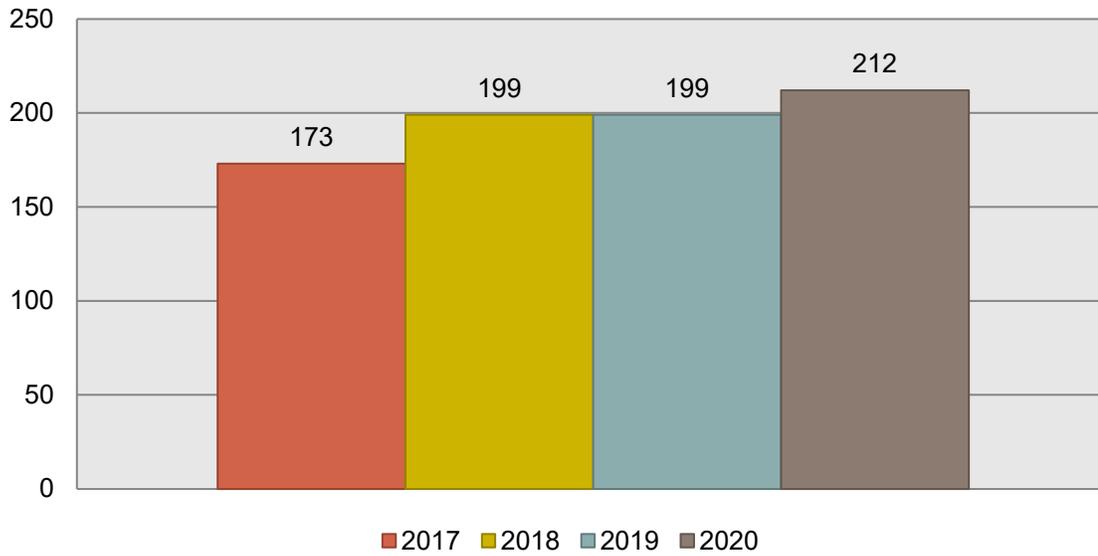
August 2020 PD STATS

TYPE	Sub Type	Total
Accident		2
ADMINISTRATION		13
Agency Assist		24
Alarm		3
Animal		3
Assist		16
Civil		2
Community Engagement		2
Crimes Against Family		2
DEATH		1
Disturbance		1
Domestic		2
Escort		1
Extra Patrol		298
Fire		2
Follow Up with Checks		1
Found		2
Fraud		1
Hazard		9
Information		9
Juvenile		3
Lock Out		2
Medical		14
Missing Person		1

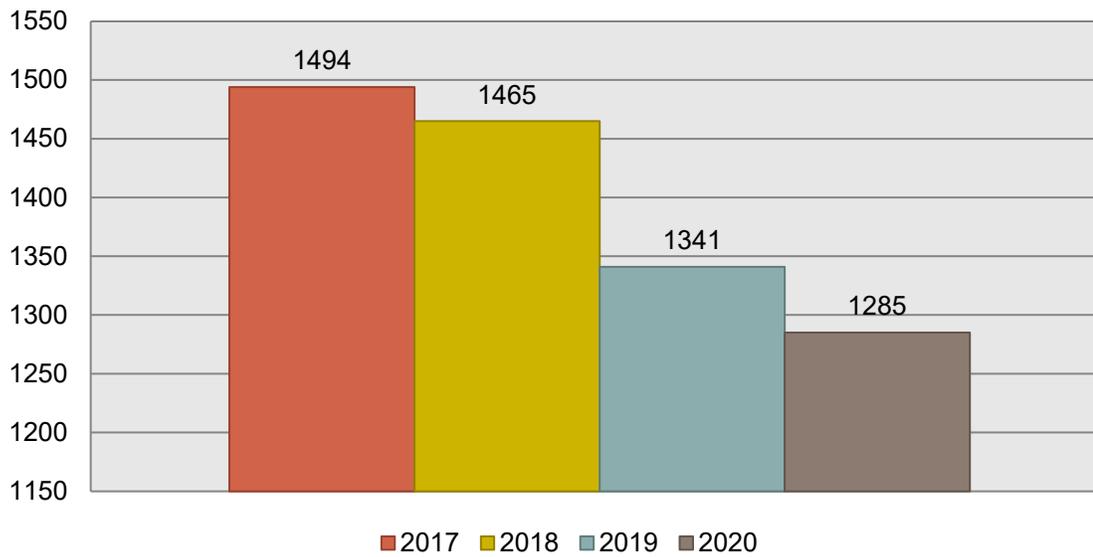
Motor Vehicle		1
Noise Complaint		7
Nuisance		11
Open Door		47
Ordinance		13
Parking		4
Probation Field Visits		1
Property Damage		2
Suicidal Person		1
Suspicious		15
Theft		2
Threats		1
Towing		3
Traffic		160
TRAFFIC CRIMINAL		1
Warrant		2
Welfare Check		2
Grand Total		687

August 2020 PD STATS

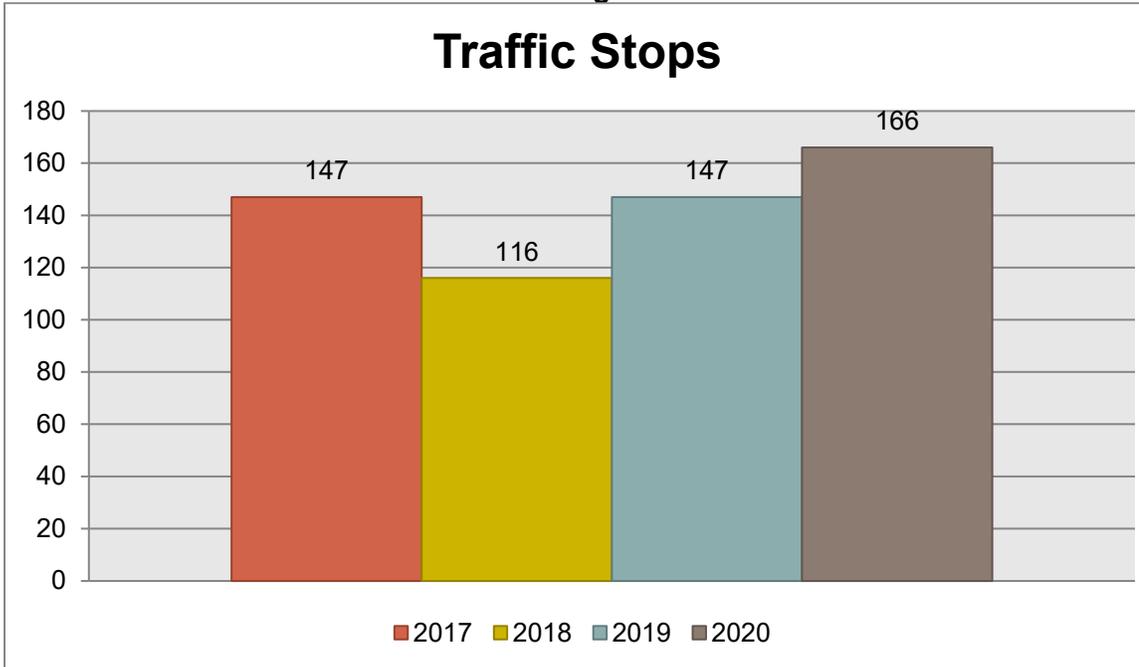
Calls for Service



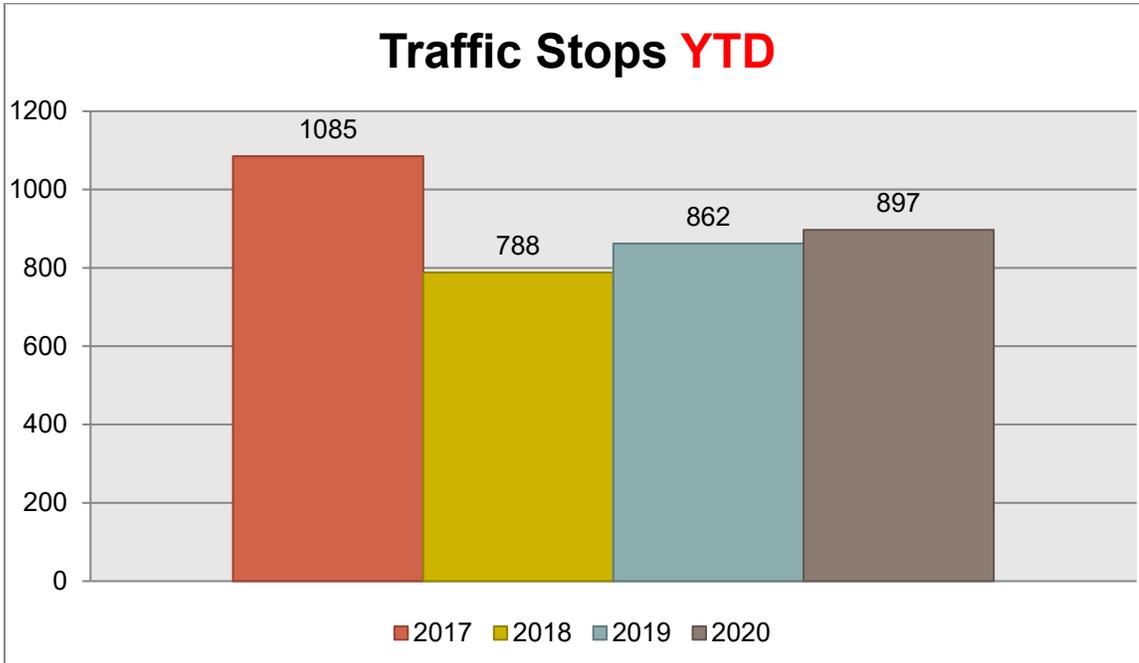
Calls for Service YTD



August 2020 PD STATS

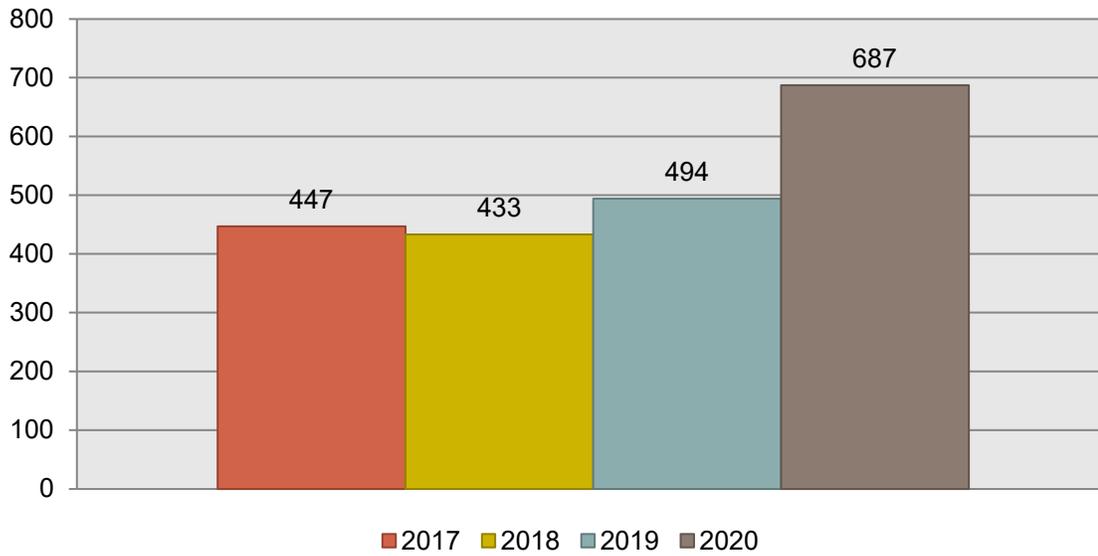


166 Traffic Stops were conducted in July, 2020. **114 verbal and written warnings** issued and **32 citations** issued for speed, expired registration, no proof of citations insurance/no insurance, careless driving, and driving after revocation. **0 Winter Parking Citations. 0 DWI.** (Traffic stops, warnings and citations will not equal out due to some violations a party is warned for one violation and cited for another.)

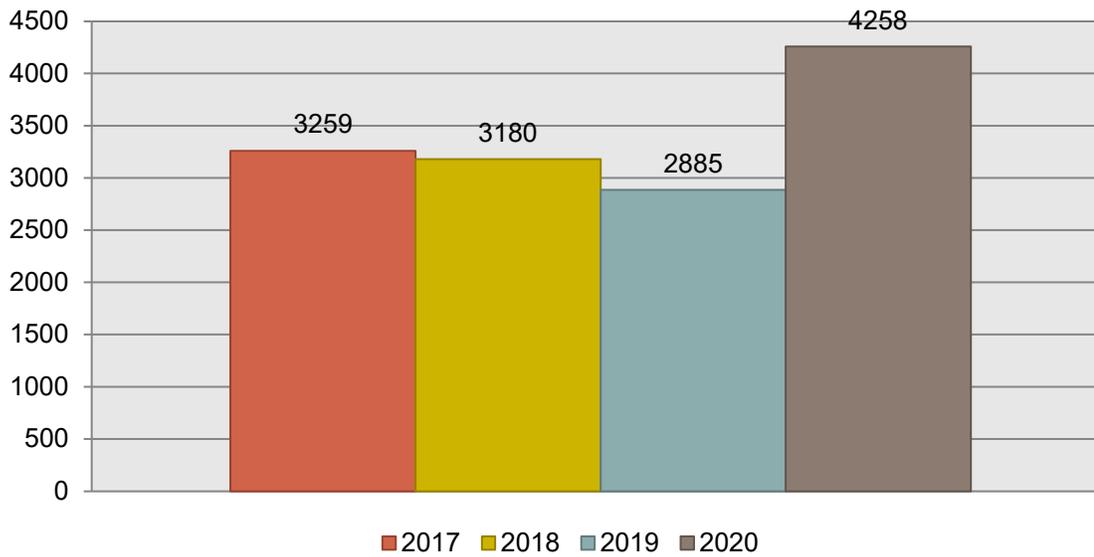


August 2020 PD STATS

Total Incidents Handled



Total Incidents Handled YTD





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: SEPTEMBER 4, 2020

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:

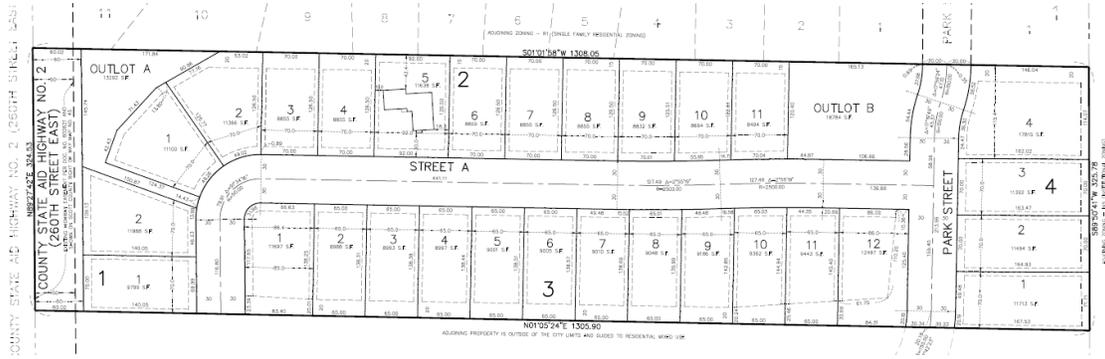
Christmas Pines – There are a few items left to complete in this residential subdivision including landscaping, street signs, and installing a second/final layer of pavement. The City has issued a building permit for one home in the development and has received two additional building permit applications.

Boulder Heights – Streets have been paved, sidewalks installed, and natural gas and electric has been installed in this 53 lot residential subdivision. The sanitary sewer lift station serving the development is now operational. The developer continues to work on grading and stabilizing the site. Construction of trails still needs to be completed. The developer is required to pave 275th Street between CSAH 91 and Oxford Lane and this work is now under construction. Three building permits may be issued in the development prior to paving of 275th St, one of which has been issued.

Dakota Acres 1st Addition / Syndicated Properties – This development contains 28 attached townhome units. A private street, including water, sanitary sewer and stormsewer infrastructure have been constructed. One 4-unit townhome building has been constructed in the development and is complete. The City issued a permit for one additional 4-unit building foundation.

Dakota Acres 2nd Addition / Global Properties – The City Council approved the plat of Dakota Acres 2nd Addition containing one 3.1 acre lot, and a 68-unit apartment development is currently planned on this lot. The developer is currently in discussions with the City regarding expanding the project to include additional units and constructing it in one phase. The property is zoned High Density Residential and apartments are a permitted use. The plat has not yet been filed with the County Recorder's Office.

Ridgeview Estates – The Planning Commission has reviewed and recommended approval of a request for rezoning and preliminary plat approval of Ridgeview Estates, containing 29 residential lots. The application was approved by the City Council on May 28, 2020. The developer is currently reviewing the development contract and has not made application for final plat approval.



Pete’s Hill – Construction is nearly complete on this 45-lot residential development. Public utilities, streets, sidewalks, gas and electricity have been installed. Landscaping still need to be completed. Building permits for model homes can be issued in the development at this time. Included in this development was the paving of the existing 273rd Street adjacent to the development.



Kwik Trip 1116 – The City received application for development of a Kwik Trip site located at the southwest corner of CSAH 2 and France Avenue. A public hearing regarding the request was held before the City’s Planning Commission on July 28, 2020. The Planning Commission recommended approval of the development to the City Council. Kwik Trip is working with adjacent property owners to finalize easements before final approval by the City Council. Kwik Trip has indicated the site would be developed in 2021.



Business Leads – Community Development staff are working on the following business leads (no official development applications have been received.)

- **Industrial User (unknown)** - City staff received a request for information regarding the Park I-35 industrial park site. The user is seeking 120-300 acres for construction of a large highbay facility.
- **Multi-Family Housing** – City staff recently met with MWF Properties to discuss a potential 60 to 70-unit housing project under consideration at the southeast quadrant of CSAH 2 & 91. MWF is a multi-family housing developer who specializes in constructing affordable housing units.

Business Updates –

- Family Pharmacy – A new pharmacy has recently opened in the Elko New Market Commerce Center.
- Triage Wellness Institute – recently relocated to a larger space in the Elko New Market Commerce Center.
- Crossover Martial Arts and Fitness – recently relocated to a larger space in the Elko New Market Commerce Center.
- Shortstop Nutrition – Construction is underway on a new smoothie/nutrition shop in the Elko New Market Commerce Center.

Building Permits – The City did not issue any building permits for new homes in August, 2020.

Ordinance Updates –

- Accessory Dwelling Units (ADU's) – The Community Development Department is working with the Planning Commission and City Council to determine if they are in support of allowing Accessory Dwelling Units in Elko New Market. A community survey (SurveyMonkey) will be published on 9/5/20 to obtain resident feedback on the topic before further consideration by the Commission and Council.

Code Enforcement – City staff has undertaken a citywide code enforcement effort during the summer of 2020. As of September 4th, there are 52 remaining open violations to City codes. The violations are primarily related to the storage of recreational vehicles or exterior storage on residential properties. The Police Department will start issuing citations to those properties who have not complied with the City's request to correct their violations.

2040 Comprehensive Plan – City staff held a virtual open house regarding the Draft 2040 Comprehensive Plan on August 4, 2020. City staff is working on responding to comments received regarding the Plan. When finished, Staff will bring the Plan to the City Council for approval to submit to the Met Council. City.



Infrastructure Extension to I35/CSAH 2 Interchange Area

City staff continues to work with Scott County and the Scott County CDA regarding possible extension of municipal utilities to the interchange area. A technical committee has been formed to continue to evaluate the feasibility of the project. If constructed, the utility extensions would open up property that is guided to commercial/industrial development. The City is currently working with Baker Tilly to evaluate financial models related to the project.



Roundabout Project – The roundabout opened to traffic on 8/25/20. The project is mostly complete. The decorative lighting through the downtown area that was approved as part of the roundabout project is scheduled to be installed in September.



ENM Parks Commission Update

August 31, 2020

1. As you know, the City received a \$10,000 grant from the Twins to assist in the relocation of Rowena Pond Park T-Ball Diamond. The City Council accepted the grant on April 9th and the City received the Check from the Twins Foundation for the project on May 11th. The relocation of the ballfield got underway the week of May 4th with grading for the ballfield and placement of drain tile. The backstop and fencing were installed the week of August 17th with only the players benches remaining to be completed, along with re-grading the infield. I also completed the required Progress Report for the project for the Twins.
2. At the July 9th City Council Meeting, the plans and specs for the combination hockey rink and basketball court were approved. The Bid Opening occurred Monday, August 3rd at 11 AM at City Hall with City Council approving the low bid of \$137,609 from All-Phase Contracting, Forest Lake, at their August 13th meeting. Work should begin in mid-September and be complete in time to use this Winter.
3. The City stopped accepting Wagner Park Shelter Rental Apps on Monday, March 23rd for 2020...Staff has been cancelling reserved dates with a month advance notice, since then. It was decided on Monday, August 17th that all reservations are now cancelled thru September 30th. The only use of the Wagner Parks Shelter is the Food Shelf Program, which has expanded to the 1st and 3rd Wednesdays of each month thru October due to increased demand. One other note is that the over 80+ volunteers of Hope for the Community Food Shelf are now serving about 450 families a month with about 75% being Elko New Market or New Market Township.
4. The Windrose 8th/Woodcrest Trail the work got started on April 10th with brush clearance and leveling the trail for future paving. Public Works has completed this part of the project, plus torn up the existing segment and prepared it for repaving. We now have a contractor to do the work and await notification of a start date.
5. By now, you've used the new CSAH91/CSAH 2 roundabout! And, as you likely noticed it added a lot of feet newly paved trails – most notably the link between Aaron Drive to CSAH 2 along CSAH 91, then from CSAH 2 to France Avenue. From there, it's easy to go down France avenue to

Downtown Elko and over to the Pete's Hill trail! Great additions to the city's paved trail system!

6. Applications for the Recreational Specialist position closed on Friday, May 8th at 4:30 PM yielded 9 applications. Staff reviewed them and 6 met the qualifications. Interviews for the 6 were held June 10th with the finalist interviews taking place on June 24th. An offer has been made and, at this time, the candidate is undergoing the background check. I hope to introduce the new Rec Specialist to you at our Wednesday, September 9th Parks Commission Meeting!
7. The Parks Commission opened the Disc Golf Course officially this Spring. COVID-19 has prevented the City from allowing people to sign out equipment to play the course, but we are still seeing people trying out the course with their own "driver" and "putter". The Tee signs and posts have now been received and the Public Works crew installed them the Week of August 24th.
8. The additional Dog Waste Stations were received late-Spring and will be put up as the Public Works crew gets time in September. We will be using the extra one to replace the one on the trail near Aaron Dr and CSAH 91 that was accidentally knocked over during the Roundabout project.
9. The damaged swing post at Wagner Park has been replaced with a brand new, slightly different model post by the Public Works Department. While the swing itself didn't need to be replaced, it looks almost new. I will need to replace the dedication plaque on the swing. As you may recall, the swing post was hit during a mowing accident month.
10. I have been contacted by the Elko Baseball team about netting to be placed over the Old Elko City Hall playground for protection from foul balls. I will place it on our September meeting for discussion.
11. American Ramp Company, which built and installed the SkatePark equipment, and I discussed options for additional pieces of equipment for the SkatePark, which I presented at the June Parks Commission Meeting. Since the Parks Commission approved the project at the August meeting, I have been working with American Ramp Company staff on the contract. On Wednesday, August 26th, I had a Zoom Meeting with ARC on the contract and will need to review options on signage, a Grand Opening, and a possible pump track demonstration at the September 9th meeting.
12. As you know, the commission has worked with area Boy Scouts and Girl Scouts on projects that benefit city parks and trails for the last decade.

Right now, I am working with Sheridan Liggett, who is working on her Gold Award to build 3 “Little Libraries” in the City – Wagner Park, Little Windrose Park, and Whispering Creek Park – starting in late August. She raised \$400 to make this project happen! I am also working with Amelia Deuth and Addison Herrmann, who are working on their Silver Award to build a “Bee Garden” in Pete’s Hill Open Space in the Fall.

13. I also received an email from a resident looking to donate a Little Free Library to the City for Little Windrose Park. I’ll be checking to see if I can find a volunteer or 2 to install it once I receive it.
14. At the May Parks Commission Meeting, Commissioners approved a proposal for doing playground assessments for 3 of our playgrounds – Woodcrest Park, Wagner Park, and Windrose Park – to make sure that they are in compliance with CPC and ASTM standards. These assessments were done on Thursday, June 11th. I received a draft of the Woodcrest Park on August 1st, which was presented at the August Parks commission meeting, I’ll have the other 2 completed for the September Parks Commission Meeting for review.
15. We had 20 kids for our Archery program run by NP Community Ed on Saturday, August 15th at Windrose Park – they were split into 2 groups to reduce COVID-19 concerns – 8 to 10 AM and 10 AM to Noon. Thanks to the Public Works Department for working overtime to make this event happen!
16. So far so good for the Soccer program this year on August 3rd! Enrollment is down from 243 in 2019 to 177 this year – 25 less in the Pre-K to K group; 23 less in the Grades 1 and 2 Group; and 18 less in the Grades 3 to 5 group. Given COVID-19, still a good turnout! Again, thanks to the Public Works Department for their work in keeping the fields mowed and lined!
17. Fall catalogue is out for New Prague Community Ed! Among the programs being held in ENM at EagleView Elementary are Zumba and Zumba Strengthening; Girls Basketball; Children’s Self Defense; Flag Football; an Elementary School Girls Volleyball Clinic; Early Learning Family Activities; and others. Much of the programming will be held online this year due to COVID-19.
18. As of Tuesday, August 25th, we have 441 responses to our Farmer’s Market Interest Survey! Don’t worry, there’s still time to do it, since we don’t plan on closing it until after Labor Day...hopefully, we’ll get a few volunteers to help get it started!

19. Looking forward to our September Meeting Agenda – A review of the draft of the Woodcrest Park RFQ; presentation on the remaining 2 park safety assessments – Wagner Park and Little Windrose Park; the SkatePark Phase 2 Contract; purchasing replacement swings for some parks...and more!
20. The next Parks Commission Meeting will be on WEDNESDAY, SEPTEMBER 9th @ 6 PM. At this time, it will be another Zoom Meeting.