CITY OF ELKO NEW MARKET
PARKS COMMISSION AGENDA
ELKO NEW MARKET CITY HALL
601 MAIN STREET
ELKO NEW MARKET, MINNESOTA 55054

WEDNESDAY, DECEMBER 11, 2024

REGULAR MEETING
6:00 PM

1) **Call to Order**

2) **Pledge of Allegiance**

3) **Approval of Agenda**

4) **Public Comment**

5) **Approval of Minutes**
   a. November 13, 2024, Parks Commission Regular Meeting Minutes -attached

6) **General Business**
   a. New Prague Area School District – Draft Updated Joint Powers Agreement
   b. Capital Outlay - Discussion of Additional Projects – Continued
   c. 2025 Meeting Dates Discussion

7) **Updates & Reports**
   a. November Parks Commission Update -attached
   b. November Parks Commission Financial Report -attached

8) **Parks Commissioner's Questions & Comments**

9) **Next Meeting**
   Regular Parks Commission Meeting
   Wednesday, January 8, 2025 @ 6 PM
   ENM City Hall, Council Chambers

10) **Adjournment**

MINUTES
CITY OF ELKO NEW MARKET
PARKS COMMISSION MEETING
NOVEMBER 13, 2024
6:00 PM

1. CALL TO ORDER

Chair Sutton called the meeting of the Elko New Market Parks Commission to order at 6:02 p.m.

Commission members present:	Sutton, Vernon, Hokeness and West
Members absent and excused:	Jones
Staff Present:	Planner Jake Skluzacek

2. PLEDGE OF ALLEGIANCE

Chair Sutton led the Parks Commission in the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Chair Sutton asked if there were any changes to the agenda. Planner, Jake Skluzacek, informed him that there were no changes to the agenda as presented.

A motion was made by West and seconded by Hokeness to approve the agenda as presented.

Motion carried: (4-0).

4. PUBLIC COMMENT

There was no public comment.

5. APPROVAL OF MINUTES

Chair Sutton asked if there were any changes to the minutes. Commissioner Sutton asked if Commissioner West had voted for cash-in-lieu of land for the Victory Fields Development that was presented last month. Skluzacek informed her that it was a split vote 3-2 in favor of land dedication with Commissioner Jones and West voting in favor of cash dedication for the development as recommended by Staff. Chair Sutton affirmed that was his recollection as well.

A motion was made by Vernon and seconded by West to approve the minutes of the October 9, 2024; meeting as presented.

Motion carried: (4-0).

6. GENERAL BUSINESS

A. Capital Outlay – Discussion of Additional Projects

Planner Skluzacek began his presentation by explaining that the City of Elko New Market Parks Department utilizes three main sources of funding for capital expenditures. These include Park Dedication, Charitable Gambling, and Capital Outlay. Skluzacek reminded the Commission that he had shared enough information relating to what the funds are and what they each do from previous presentations this year on Capital Outlay and alternative funding options. Therefore, Skluzacek shared that he would only be focusing on Park Dedication funding to address the recent contributions from several developments in the City.

Skluzacek stated that the City can decide if the developer dedicates a portion of their land (8%) for the park system, or the City can accept an equivalent donation amount in cash. According to the Elko New Market 2040 Comprehensive Plan, the preference is to acquire park and trail land through land dedication, purchase, or donation. However, when it is not advantageous to accept the land dedication, Park Dedication funds are acquired by this onetime fee charged to new developments. These funds are dedicated to building or upgrading parks and are to only be used for this purpose.

The Parks Commission reviewed and was in favor of the Capital Outlay Plan as presented by Staff at the June 12 meeting. At that meeting Skluzacek explained that Staff did not recommend earmarking Park Dedication from recent developments as it had not yet been received. Currently, the City's Capital Outlay Plan is fully funded until year 2052 for all existing equipment with the last expenditure shown being made in year 2047.

The additional Park Dedication funds received following the plat of the I-35 Industrial Park and other recent developments could be earmarked for projects that have been discussed by the Commission in the past, such as:

- Pete's Hill Sign for Pete's Hill Open Space
- Park and Trail Map Signs
- Pickleball Court(s)
- Wagner Park Trail Connection to CSAH 2

Skluzacek stressed that when Capital Outlay items are introduced to the system, the long-term costs (maintenance, repair, or replacement) need to be considered along with the original investment cost of the item. Due to limited funding, there is a strong possibility that not all projects previously discussed by the Commission may be completed with the additional Park Dedication funds. Skluzacek added that the Commission should provide guidance to Staff on which projects are preferred to move forward over others. Skluzacek also noted that not all the funds are required to be spent. Any leftover funds may be utilized on future currently unidentified projects.

Skluzacek compiled preliminary estimates for costs associated with previously identified future projects which were discussed at the June 12 meeting and displayed the figures as follows:

- Trail Connection from Wagner Park to CSAH 2 - $15,000.00 - $18,000.00*
- Permanent Pickleball Court - $77,500.00 - $161,000.00**
- Pete's Hill Park Signage - $1,000.00 - $2,500.00
- Park and Trail Map Signage - $6,750.00 - $7,250.00
- Woodcrest Park Basketball Court Rehab - $3,600.00 - $11,700.00***

*Assuming Public Works completes grading, base, drainage, and restoration.
**Assuming no cost for land acquisition, estimate ranges due to material choice and court number (2-4).
***Assuming no cost for removal of current concrete surface, estimate ranges due to material choice.

Skluzacek explained that if the Commission did not recommend spending more than the identified $121,560.00 in Park Dedication funding, then there would be no impact to the City's budget.

Commissioner Hokeness said that he was told by the City Administrator that there were funds available for a permanent pickleball court. Hokeness added that the current basketball court for Woodcrest Park is in the right-of-way and most likely could not be reconstructed in the same location. Additionally, the court likely could not be moved to another location within the park due to existing drainage and grades. Hokeness did wish to see a new backboard and post installed as it would help make the park feel completed following the new playground equipment installed this year.

Commissioner West said that his top priority would be the completion of the trail extension from Wagner Park to CSAH 2. West added that he felt it would address a safety concern and informed the Commission of a recent experience with a car honking at children biking in the street on their way to Wagner Park.

Chair Sutton discussed possible locations for where a pickleball court may be in the City. Commissioner Hokeness stated that he believed there was a good location for the courts near Main Street in Elko on City-owned property. Discussion took place on various factors of consideration including noise levels, surrounding properties, and proximity to other features. Sutton stated that he liked the Wagner Park trail extension project and expressed a desire to save the rest of the available Park Dedication funding.

Commissioner Vernon was in favor of the Wagner Park trail extension being the priority due to the safety concerns it may help address. Additionally, Vernon also wished to see a permanent pickleball court if there was a location and funding available for the project.

Commissioner West believed that since the location for the pickleball courts is not yet known at this time, the City should hold off and save the extra funds until a location is decided. Commissioner Hokeness shared his final thoughts that there is nothing for seniors to do in the City and they are more active than they have been historically. Several Commissioners mentioned that the library offers events and amenities for seniors. Discussion briefly took place on the library's reservation system.

Chair Sutton called for a roll-call vote for each Commissioner to voice their desired preferences and priorities. The Commissioners in attendance were split 2-2 with two preferring that only the Wagner Park Trail Extension Project be earmarked for completion in the Capital Outlay Plan and two preferring that both the Wagner Park Trail Extension Project and Permanent Pickleball Courts being earmarked.

A motion was made by Sutton and seconded by Vernon to continue the discussion on this topic to the next meeting so Commissioner Jones could give his input, and a conclusion is made following the City Council's decision on land or cash-in-lieu for the Victory Fields development at the November 14 meeting.

Motion carried: (4-0).

B. Discuss Preferences for Future Off-Site Meetings

Planner Skluzacek stated that Staff believed it may be beneficial for the Commission to conduct an off-site meeting in the future for the purposes of touring other city's recently constructed parks facilities. Skluzacek recommended conducting the off-site meetings sometime in the Spring or Summer due to daylight hours and weather conditions. Skluzacek also mentioned that the Commissioners would be reimbursed for the mileage of their personal vehicles for attending the meeting.

Skluzacek shared examples of recent projects in nearby cities including Shakopee, Lakeville, Jordan, Lonsdale, and New Market Township. The examples ranged from new playground equipment, complete park upgrades, wholly new parks, and specific newly constructed facilities such as pickleball courts. Skluzacek also asked the Commission if they had any other projects that they would be interested in viewing as part of an off-site meeting. Once direction has been provided by the Commission, Staff will arrange a date for the meetings and contact Staff from other cities to learn more about the projects.

The Commissioners in attendance expressed a desire to conduct the off-site meetings in cities of similar size to Elko New Market. Skluzacek confirmed with the Commission that it would be limited to New Market Township, Lonsdale, Jordan, and possibly Northfield. The Commission agreed that those locations would offer the best examples for Elko New Market.

7. UPDATES & REPORTS

A. October Parks Commission Update

Planner Skluzacek had his report attached to the packet. There was no discussion on the Parks Commission Update which was included in the packet.

B. October Parks Financial Report

Planner Skluzacek had his report attached to the packet. There was no discussion on the Parks Financial Report which was included in the packet.

8. PARKS COMMISSIONER'S QUESTIONS & COMMENTS

Commissioner Hokeness expressed his frustration on the Planning Commission's recommendation for cash-in-lieu of park land dedication for the proposed Highlands at Victory Fields development that was discussed by the Parks Commission at last month's meeting.

Planner Skluzacek explained that Staff's recommendation to the Planning Commission remained consistent with what was recommended to the Parks Commission. Skluzacek further explained why Staff had recommended cash-in-lieu as it was consistent with the City's 2040 Parks and Trail Plan. Skluzacek reinforced that there should be no ill-will on the subject as both Commissions are entitled to provide their own separate recommendations to the City Council.

9. NEXT MEETING

The next regular meeting of the Parks Commission is set for Wednesday, December 11, 2024, at 6:00 p.m. at City Hall in the Council Chambers.

10. ADJOURNMENT

It was moved by Hokeness and seconded by Vernon to adjourn the meeting at 7:13 p.m. Motion carried: (4-0).

Respectively submitted by:

Jake Skluzacek
Planner 1

STAFF MEMORANDUM

SUBJECT:	Joint Powers Agreement with New Prague Area Schools
MEETING DATE:	December 11, 2024
PREPARED BY:	Jessica Davidson, Recreation Specialist
REQUESTED ACTION:	Provide Recommendation to the City Council

COMMUNITY VISION:

- ☐ Envisioned to be a mature growing freestanding suburb of the Twin Cities Metropolitan Area, the City will foster a friendly and social environment that supports a safe, vibrant, and welcoming community. The community will be inclusive of people of all backgrounds and built on genuine relationships.
- ☐ The community will preserve its historic landmarks and small-town character while providing suburban amenities and services. A full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities will be available for community members and visitors.
- ☐ The City will promote a diverse commercial and industrial tax base. The City will facilitate planned redevelopment. Development and redevelopment within the community will be aesthetically pleasing with architectural standards that promote quality development.
- ☐ The City will have a comprehensive park and trails system. The park system will have sufficient facilities, play fields and open space to meet the needs of the community's residents.
- ☐ The City will have an effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate.
- ☒ The City will provide community oriented local government that promotes community involvement, organizational improvements, problem solving, performance measurement and professionalism. The City will provide a full range of high-quality municipal services to its residents; allocate sufficient resources to meet the growing needs of the community; and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on the taxpayers of the City.

PRIORITY GOALS:

- ☐ Advance the "shovel ready" status of areas guided for commercial and industrial development through planning and where feasible, the procurement of supporting infrastructure.
- ☐ Develop a more diverse tax base, create more local employment opportunities and promote additional businesses and services within the community.
- ☒ Enhance the quality of life in the community through the improvement and expansion of the parks and trails system, recreational programming and cultural events.
- ☐ Promote high quality residential development that includes a broad spectrum of housing choices in both type and cost. Facilitate the development of residential lots and an increase in residential building permit activity.

COMMUNITY ORIENTED LOCAL GOVERNMENT:	
☐	Community Involvement - The City of Elko New Market will incorporate community feedback in making participative, transparent decisions by: Providing more opportunities for the public to have input on decisions that affect them; Engaging the public in strategic planning initiatives, both short and long term; Enabling the public to provide input on the effectiveness of public services and policies; and Working to develop leadership within the community.
☒	Organizational Improvement - The City of Elko New Market will strive to elevate the level of customer service and service delivery through cost effective use of personnel, structure, and information systems by: Developing an organizational climate that promotes innovation, creativity, collaboration and a customer-centered focus in providing community services, programs and projects; and Improve public services by reducing barriers between City departments in order to provide greater accessibility, flexibility, and efficiency in the delivery of public services.
☐	Problem Solving - The City of Elko New Market will engage in the process of proactive and systematic examination of identified issues in order to evaluate effective policy decisions by: Using available technology to improve the quality and accuracy of data used in decisions; Provide the resources to develop and implement the most cost-effective solutions; Considering the long-term costs and benefits in policy decisions; and Engaging in long-term financial planning to provide public services without undue burden on the taxpayers of the city.
☐	Performance Measurement - The City of Elko New Market will develop and utilize methods for measuring performance to evaluate progress and establish accountability for improving public services.
☐	Professionalism - The City of Elko New Market will provide local government that is characterized by high technical and ethical standards. The City will conduct business and present itself in a manner that promotes public confidence. The City will endeavor to recruit, train, and develop cohesive, high quality professional staff that will excel in providing public services.

BACKGROUND:

A joint powers agreement (JPA) is a contract between two or more public agencies that allows the entities to share power or collaboratively work together to provide services and programming for the community. The City has JPA's with the Lakeville and New Prague School Districts to provide community education and recreation opportunities for the City's residents. The City's JPA with New Prague Schools is to be updated every three years according to the document. The latest version was approved on March 28, 2011. Due to the lapse in updates since 2011, Recreational Specialist, Jessica Davidson, has been working with New Prague Community Education Director, Sandi Loxton to update the City's JPA over the last several months. This updated agreement was approved by the New Prague School Board on November 25, 2025.

DISCUSSION:

The Parks Commission is being asked to provide a recommendation to the City Council. Staff recommend approval of the amended JPA with the New Prague School District.

BUDGET IMPACT:

By collaborating with New Prague Schools, we can share facilities and overlap resources to save taxpayer dollars by eliminating duplicative costs.

ATTACHMENTS:

Amended and Restated Joint Powers Agreement - ISD 721

AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR COMMUNITY EDUCATION AND RECREATION

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, ("Agreement") by and between **INDEPENDENT SCHOOL DISTRICT No. 721**, of New Prague, Minnesota, and the **CITY OF ELKO NEW MARKET,** pursuant to and in accordance with authority granted by Minnesota Statute § 471.59.

RECITALS

WHEREAS, the District, as hereinafter defined, provides social, educational, vocational and recreational services to members of the community primarily residing within the District boundaries;

WHEREAS, only a portion of the City is located within District Boundaries and served by the District. The District boundaries do not include that portion of the City that was formerly the boundaries of the City of Elko;

WHEREAS, the parties entered into a Joint Powers Agreement for Community Education and Recreation services dated April 14, 2008, as amended on April 14, 2011 ("Original JPA") to extend District services identified in the Original JPA to all residents of the City, currently not served by the District, provided that the City pays for certain costs associated with operating programs for residents outside of the District; and

WHEREAS, the parties desire the amend and restate the Original JPA to address staffing changes related to the services to be provided;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1.
Definitions

1.1. District, as used in this Agreement, shall refer to Independent School District No. 721, New Prague, Minnesota.

1.2. City, as used in this Agreement, shall refer to the City of Elko New Market, Minnesota.

ARTICLE 2.
Purpose, Accomplishment of Goals and Authority

2. 1. The purpose of this Joint Powers Agreement is to collaborate and coordinate in the provision of social, educational, vocational and recreational services to residents of the City of Elko New Market. These services may include, but are not limited to the following: Community Education programs for adults and children; recreational programs for adults and children; athletic programs for adults and children; community safety programs; and any other programs

or services that the parties agree to jointly offer. It is the intention of the parties to offer these services collaboratively and coordinate their service program in order to make positive use of community facilities and eliminate duplication of services, in order to maximize the effectiveness of the services provided.

2.2. Each party hereto has been duly authorized by its governing body to execute this Joint Powers Agreement in furtherance of the purposes contained herein.

ARTICLE 3.
Powers

3.1. The care, control and management of the work of this Agreement shall be vested in the administration of both parties. The parties agree to the following:

a. The District's Director of Community Services and the City Administrator or their designees will work with District and City Finance Departments to facilitate financial matters and procedures.

b. The District's Director of Community Services and the City Administrator will make recommendations to each party's governing board regarding changes in rules, policies, programs or procedures necessary to advance the purposes of this Agreement.

c. Each party agrees to publicize and engage in collaborative programs and services jointly sponsored by both parties.

ARTICLE 4.
Responsibilities

4.1 Provision of Services. The District will provide services identified under Section 2.1 of this Agreement to all residents currently within the City and those included in future annexations, including those residents located outside of District boundaries. Services will include, but are not limited to, mailing District community services brochures and information items to City residents located outside of District boundaries and including these residents in all District programs and services offered to City residents within the District.

4.2. Hiring of Director. The District will employ an individual certified in the State of Minnesota to administer Community Education programs and to manage the programs related to this Agreement. The District will be solely responsible for the cost of hiring and maintaining such an individual. The Director of Community Services or designee will also serve on the City's Community and Cultural Events Committee ("CCEC").

4.3. Planning. The District will be responsible for planning and staffing of events related to this agreement, with the assistance of the City Administrator and designated City staff, as necessary.

4.4. Scheduling. The District will be responsible for scheduling necessary City and District facilities to provide programs related to this Agreement. These programs will have access equal to that of internal City and Community Education events.

4.5. City-owned facilities. The City shall be responsible for providing access to and maintaining all necessary City-owned facilities, such as athletic fields and their related facilities, City Hall and related meeting facilities, and any future City-owned facilities that may be conducive to advancing the purposes of this Agreement, where not otherwise designated to another party through Joint Powers or other agreement, or through City Ordinance or policy.

4.6. District-owned facilities. The District shall be responsible for providing and maintaining all necessary District-owned facilities, such as classrooms, gyms, cafeterias, athletic fields, and school grounds, where not otherwise designated to another party through Joint Powers or other agreements.

4.7. City Representative. The City will designate at their discretion a staff member to coordinate and communicate activities with the District. The City's representative or a designated park commissioner shall also serve on the District's Community Education Advisory Council.

4.8. Specialized Personnel. If the City deems it necessary to require security, medical, or other specialized personnel at events offered under this Agreement, the City shall bear the responsibility for and cost of providing such specialized personnel.

4.9. Communication costs. The parties agree to share equally the cost of marketing/promoting programs that advance the purposes of this Agreement (e.g., surveys, flyers, catalog space, brochures. These costs shall not include the cost of the City newsletter, either party's web sites, or other publications that would occur regardless of programs related to this Agreement. All expenditures related to this section must be approved by the District's Director of Community Services and the City Administrator to be eligible for reimbursement. The parties will invoice one another for reimbursement of these costs.

4.10. Equipment costs. The District's Director of Community Services and the city Administrator shall determine what equipment is necessary on an individual program basis. The party that purchases equipment under this Agreement shall retain ownership of that equipment unless the parties otherwise agree in writing to transfer ownership to the other party. All expenditures related to this Section shall be approved by both the City Administrator and the District's Director of Community Services.

4.11 Reporting Requirements. Upon request by the City, the District shall provide the City with the following information:

a. the budget established and actual expenses for all programs and services operated under this Agreement;

b. information on the number of participants in each program by City residence;

c. an annual report of data related to programs offered, facilities used, maintenance needs, and other information necessary for the City to evaluate the services, costs and any liability issues resulting from this Agreement or related to the services and programs offered under this Agreement.

4.12. Liability and Indemnification.

a. The District and the City agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

b. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. la provided further that for purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party also specifically intends that the single tort cap limits specified for cooperative agreements under Minn. Stat.§ 471.59, subd. la, or as such statute may be amended or modified from time to time, shall apply to this Agreement and to the activities of the parties hereunder. The statutory limits for the parties may not be added together or stacked to increase the maximum amount of liability for either party.

c. Each party to this Agreement shall be liable for their acts of their own officers, employees, and/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, and/or agents. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants they can comply with the indemnity requirements through an insurance or self-insurance program and each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

ARTICLE 5.
Employees

Except as otherwise provided under Article 4 of this Agreement, each Party shall directly employ persons necessary to support its own operations and its own responsibilities under this Agreement. Each party shall direct and control its own employees.

ARTICLE 6.
Term of Agreement

This Agreement begins on the day it is approved and signed by the Board of Education and the City Council and shall be perpetual in duration unless terminated or dissolved pursuant to the provisions hereof, any amendments hereto, or any state law terminating or dissolving this Agreement. Any annual costs shall be pro-rated to the approval date for the first year of the Agreement.

The Board of Education and City Council will review this agreement at least every three years to insure it is meeting the needs of the parties. The parties will meet annually to discuss achievements and address challenges.

ARTICLE 7.
Withdrawal

Either party may withdraw from this Agreement upon six months' written notice to the other party. Upon withdrawal or dissolution of this Agreement, each party shall be responsible for any of its financial obligations incurred up to the date of completion of withdrawal or dissolution.

ARTICLE 8.
Dispute Resolution

8.1. Disputes between parties hereto shall be resolved utilizing the procedures set forth in this Article:

a. The District and the City will first attempt to resolve outstanding issues at a face to face meeting. The City Administrator and District's Director of Community Services shall first attempt to resolve the dispute. If the dispute cannot be resolved, the Mayor and the Superintendent of Schools shall be included in the dispute resolution process. If the dispute shall be referred to the City Council and Board of Education for resolution.

b. If the dispute cannot be resolved under the procedure established in Section 8.1(a), the parties will engage in non-binding mediation through a mutually acceptable mediator. In the event the parties are unable to agree on a mediator, a mediator will be selected through alternate striking from a list of names of mediators provided by the Bureau of Mediation Services.

c. if mediation does not result in resolution, the parties may agree to engage in binding or non-binding arbitration.

d. In the event the dispute cannot be resolved through any of the methods selected under Section 8.1(a) –(c), any contractual dispute or dispute over liability for debts or distribution of assets shall be resolved through the courts as provided by

law. All other unresolved disputes may be resolved through mutual consent to terminate this Agreement immediately. Such agreement shall not relieve either party from financial or legal commitments entered into pursuant to this Agreement.

ARTICLE 9.
Miscellaneous

9.1. Notice of withdrawal or breach shall be sent by certified mail, return receipt requested, or personally delivered and shall be deemed given upon delivery.

9.2. If one party commits a breach of this Agreement and that breach is not remedied within 30 days after written notice by the non-breaching party, this Agreement may be terminated by the non-breaching party upon 30 days written notice to the breaching party of the non-breaching party's withdrawal. Such withdrawal and termination of this Agreement shall not relieve the breaching party from any obligation under this Agreement that has accrued prior to the termination.

9.3. This Agreement shall not be amended, except in writing, and approved by each of the parties hereto.

9.4. Should any provision of this Agreement be found to be in violation of state or federal law, the other provisions shall remain in full force and effect to the extent that the purpose of this Agreement remains intact. As soon as reasonably possible after a provision is found to be unlawful, representatives of the parties shall meet for the purpose of adopting a replacement provision.

9.5. This Agreement shall not be transferred or assigned by either party.

9.6. The parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.

9.7. Data Practices.

a. Data Privacy and Security. The parties will comply with all applicable data practices laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13 and the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. The parties are mindful that when exchanging private data only the minimum necessary data will be provided. All data created, collected, received, stored, used, maintained, or disseminated by the parties in the performance of their roles and responsibilities are subject to the requirements of the MGDPA, the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security.

This paragraph is required by the MGDPA and includes the remedies set forth in Minn. Stat. § 13.08.

b. Health Information and Chemical Dependency Data. If applicable, the parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any other applicable state or federal law. This includes health data laws, including the Minnesota Health Records Act, Minn. Stat. §§144.291-.298, and 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.

c. Records. Each party is responsible for maintaining, securing, and managing its own records. The records will be maintained in accordance with each party's applicable record retention schedule. The parties will work cooperatively to ensure any reporting requirements under this agreement are fulfilled.

The terms of this Section shall survive the termination or expiration of the agreement and/or Partnership.

9.8. The District and the City agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to its performance of the provisions of this Agreement.

9.9. Under Minn. Stat.§ 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the parties are subject to examination by the City or the District or designees, the State Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9.10. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Scott County, Minnesota.

9.11. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

[Remainder of page intentionally left blank]
[Signature pages to follow]

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the dates opposite their signatures.

CITY OF ELKO NEW MARKET

By: _____
_____, Mayor

And: _____
Thomas Terry, City Administrator

INDEPENDENT SCHOOL DISTRICT No. 721, New Prague Area Schools

By: _____

_____, Its_____

By: _____

_____, Its _____

STAFF MEMORANDUM

SUBJECT:	Capital Outlay Discussion of Additional Projects - Continued
MEETING DATE:	December 11, 2024
PREPARED BY:	Jake Skluzacek, Planner I
REQUESTED ACTION:	Provide a Recommendation Related to the City's Parks Capital Outlay Plan Regarding Additional Park Dedication Funding

COMMUNITY VISION:

- ☐ Envisioned to be a mature growing freestanding suburb of the Twin Cities Metropolitan Area, the City will foster a friendly and social environment that supports a safe, vibrant, and welcoming community. The community will be inclusive of people of all backgrounds and built on genuine relationships.
- ☐ The community will preserve its historic landmarks and small-town character while providing suburban amenities and services. A full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities will be available for community members and visitors.
- ☐ The City will promote a diverse commercial and industrial tax base. The City will facilitate planned redevelopment. Development and redevelopment within the community will be aesthetically pleasing with architectural standards that promote quality development.
- ☒ The City will have a comprehensive park and trails system. The park system will have sufficient facilities, play fields and open space to meet the needs of the community's residents.
- ☐ The City will have an effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate.
- ☐ The City will provide community oriented local government that promotes community involvement, organizational improvements, problem solving, performance measurement and professionalism. The City will provide a full range of high-quality municipal services to its residents; allocate sufficient resources to meet the growing needs of the community; and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on the taxpayers of the City.

PRIORITY GOALS:

- ☐ Advance the "shovel ready" status of areas guided for commercial and industrial development through planning and where feasible, the procurement of supporting infrastructure.
- ☐ Develop a more diverse tax base, create more local employment opportunities and promote additional businesses and services within the community.
- ☒ Enhance the quality of life in the community through the improvement and expansion of the parks and trails system, recreational programming and cultural events.
- ☐ Promote high quality residential development that includes a broad spectrum of housing choices in both type and cost. Facilitate the development of residential lots and an increase in residential building permit activity.

COMMUNITY ORIENTED LOCAL GOVERNMENT:	
☐	Community Involvement - The City of Elko New Market will incorporate community feedback in making participative, transparent decisions by: Providing more opportunities for the public to have input on decisions that affect them; Engaging the public in strategic planning initiatives, both short and long term; Enabling the public to provide input on the effectiveness of public services and policies; and Working to develop leadership within the community.
☐	Organizational Improvement - The City of Elko New Market will strive to elevate the level of customer service and service delivery through cost effective use of personnel, structure, and information systems by: Developing an organizational climate that promotes innovation, creativity, collaboration and a customer-centered focus in providing community services, programs and projects; and Improve public services by reducing barriers between City departments in order to provide greater accessibility, flexibility, and efficiency in the delivery of public services.
☒	Problem Solving - The City of Elko New Market will engage in the process of proactive and systematic examination of identified issues in order to evaluate effective policy decisions by: Using available technology to improve the quality and accuracy of data used in decisions; Provide the resources to develop and implement the most cost-effective solutions; Considering the long-term costs and benefits in policy decisions; and Engaging in long-term financial planning to provide public services without undue burden on the taxpayers of the city.
☐	Performance Measurement - The City of Elko New Market will develop and utilize methods for measuring performance to evaluate progress and establish accountability for improving public services.
☐	Professionalism - The City of Elko New Market will provide local government that is characterized by high technical and ethical standards. The City will conduct business and present itself in a manner that promotes public confidence. The City will endeavor to recruit, train, and develop cohesive, high quality professional staff that will excel in providing public services.

BACKGROUND:

The Elko New Market Parks Department utilizes three main funding sources for capital expenditures. These include Park Dedication, Charitable Gambling, and Capital Outlay. However, there are additional sources of funding such as special assessments, referendum/voter approved bonds, grants, and private donations. For the purposes of this memo, we will be discussing only Park Dedication funding.

Whenever a new development occurs within the City of Elko New Market, the City decides if the developer dedicates a portion of their land for the park system. Alternatively, the City can accept an equivalent amount in cash fees for future or upgraded park facilities, referred to as cash-in-lieu. According to the Elko New Market 2040 Comprehensive Plan, the preference is to acquire park and trail land through land dedication, purchase, or donation when possible (Park and Trail Goal #2). When it is not advantageous for the City to accept the land dedication, Park Dedication Funds are acquired by this onetime fee charged to new developments. These funds are dedicated to building or upgrading parks and are to only be used for this purpose.

At the June 12 Parks Commission meeting, the Parks Commission reviewed the current Capital Outlay Plan to ensure consistency with the Commission's priorities. At the time, Staff did not recommend earmarking the additional Park Dedication funds from recent developments such as the Niagara Bottling development as they were not yet received. The Parks Commission was in favor of the Capital Outlay Plan as presented by Staff at the June 12 meeting.

Future identified projects that could potentially be completed using the additional funding which were discussed at the June 12 meeting included a trail connection from Wagner Park to CSAH 2, a permanent pickleball court, and multiple City Park signage projects. Staff is now seeking direction from the Parks Commission relating to use of the additional Park Dedication funds for incorporation into the City's Parks Capital Outlay Plan.

Currently, the City's Capital Outlay plan is fully funded until year 2052 for all existing equipment with the last expenditure shown being made in year 2047. The intent of a comprehensive analysis of Capital Outlay funding for the park system is to plan for existing long-term needs of facilities along with supporting the discussion of new assets in the future. By examining the Capital Outlay Budget, the City can better facilitate a budgeting discussion that balances the needs against its resources.

The Parks and Recreation Capital Outlay Budget Model inventories what the City currently has for assets. This inventory includes the expected lifespan and replacement cost for each item. By examining the model, the City can identify upcoming needs and funding it takes to maintain the current system. The current funding amount for Parks and Recreation Capital Outlay is $60,000 in 2024. At the City Council meeting on September 28, 2023, the Council adopted the 2024 Preliminary Budget, which saw an increase to Capital Outlay funding by $10,000 in 2024 and $5,000 per year in 2025-2027. After 2027 the funding amount will remain at $75,000 as demonstrated by the graphic below.

Year	Levy Amount
2024	60,000
2025	65,000
2026	70,000
2027	75,000
2028	75,000

It is also important to understand that this financial model does not include any future assets that may be added with growth of the City of Elko New Market. When Capital Outlay items are introduced to the system, the long-term costs (maintenance, repair, or replacement) need to be considered along with the original investment cost of the item.

Utilizing the Capital Outlay Budget financial model allows for a financial analysis that considers future expenses, anticipated revenues, and projected reserves. The result is that the Capital Outlay fund is projected to have sufficient funds.

DISCUSSION:

The Parks Commission is being asked to provide a recommendation related to the City's Parks Capital Outlay Plan regarding the additional Park Dedication funding of approximately $121,560.00. Staff have compiled preliminary estimates for costs associated with previously identified future projects which were discussed at the June 12 meeting:

Trail Connection from Wagner Park to CSAH 2	- $15,000.00 - $18,000.00*
Permanent Pickleball Court	- $77,500.00 - $161,000.00**
Pete's Hill Park Signage	- $1,000.00 - $2,500.00
Park and Trail Map Signage	- $6,750.00 - $7,250.00
Woodcrest Park Basketball Court Rehab	- $3,600.00 - $11,700.00***

*Assuming Public Works completes grading, base, drainage, and restoration.
**Assuming no cost for land acquisition, estimate ranges due to material choice and court number (2-4).
***Assuming no cost for removal of current concrete surface, estimate ranges due to material choice.

Due to limited funding, there is a strong possibility that not all projects may be completed with the additional Park Dedication Funds. The Commission should provide guidance to Staff on which projects are preferred to move forward over others. Staff also note that not all the funds are required to be spent. Any leftover funds may be utilized in the future on currently unidentified projects.

During the November 13 Parks Commission meeting, Chair Sutton called for a roll-call vote for each Commissioner to voice their desired preferences and priorities. The Commissioners in attendance were split 2-2 with two preferring that only the Wagner Park Trail Extension Project be earmarked for completion in the Capital Outlay Plan and two preferring that both the Wagner Park Trail Extension Project and Permanent Pickleball Courts being earmarked.

A motion was made by Sutton and seconded by Vernon to continue the discussion on this topic to the next meeting so Commissioner Jones could give his input, and a conclusion is made following the City Council's decision on land or cash-in-lieu for the Victory Fields development at the November 14 meeting.

BUDGET IMPACT:
Assuming the Commission does not recommend spending more than the identified $121,560.00, there would be no impact to the City's budget.

STAFF MEMORANDUM

SUBJECT:	2025 Meeting Dates Discussion
MEETING DATE:	December 11, 2024
PREPARED BY:	Jake Skluzacek, Planner I
REQUESTED ACTION:	Provide Direction to Staff on the Draft 2025 Meeting Date Calendar

COMMUNITY VISION:

- ☐ Envisioned to be a mature growing freestanding suburb of the Twin Cities Metropolitan Area, the City will foster a friendly and social environment that supports a safe, vibrant, and welcoming community. The community will be inclusive of people of all backgrounds and built on genuine relationships.
- ☐ The community will preserve its historic landmarks and small-town character while providing suburban amenities and services. A full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities will be available for community members and visitors.
- ☐ The City will promote a diverse commercial and industrial tax base. The City will facilitate planned redevelopment. Development and redevelopment within the community will be aesthetically pleasing with architectural standards that promote quality development.
- ☐ The City will have a comprehensive park and trails system. The park system will have sufficient facilities, play fields and open space to meet the needs of the community's residents.
- ☐ The City will have an effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate.
- ☐ The City will provide community oriented local government that promotes community involvement, organizational improvements, problem solving, performance measurement and professionalism. The City will provide a full range of high-quality municipal services to its residents; allocate sufficient resources to meet the growing needs of the community; and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on the taxpayers of the City.

PRIORITY GOALS:

- ☐ Advance the "shovel ready" status of areas guided for commercial and industrial development through planning and where feasible, the procurement of supporting infrastructure.
- ☐ Develop a more diverse tax base, create more local employment opportunities and promote additional businesses and services within the community.
- ☐ Enhance the quality of life in the community through the improvement and expansion of the parks and trails system, recreational programming and cultural events.
- ☐ Promote high quality residential development that includes a broad spectrum of housing choices in both type and cost. Facilitate the development of residential lots and an increase in residential building permit activity.

COMMUNITY ORIENTED LOCAL GOVERNMENT:
☐ Community Involvement - The City of Elko New Market will incorporate community feedback in making participative, transparent decisions by: Providing more opportunities for the public to have input on decisions that affect them; Engaging the public in strategic planning initiatives, both short and long term; Enabling the public to provide input on the effectiveness of public services and policies; and Working to develop leadership within the community.
☐ Organizational Improvement - The City of Elko New Market will strive to elevate the level of customer service and service delivery through cost effective use of personnel, structure, and information systems by: Developing an organizational climate that promotes innovation, creativity, collaboration and a customer-centered focus in providing community services, programs and projects; and Improve public services by reducing barriers between City departments in order to provide greater accessibility, flexibility, and efficiency in the delivery of public services.
☐ Problem Solving - The City of Elko New Market will engage in the process of proactive and systematic examination of identified issues in order to evaluate effective policy decisions by: Using available technology to improve the quality and accuracy of data used in decisions; Provide the resources to develop and implement the most cost-effective solutions; Considering the long-term costs and benefits in policy decisions; and Engaging in long-term financial planning to provide public services without undue burden on the taxpayers of the city.
☐ Performance Measurement - The City of Elko New Market will develop and utilize methods for measuring performance to evaluate progress and establish accountability for improving public services.
☐ Professionalism - The City of Elko New Market will provide local government that is characterized by high technical and ethical standards. The City will conduct business and present itself in a manner that promotes public confidence. The City will endeavor to recruit, train, and develop cohesive, high quality professional staff that will excel in providing public services.

BACKGROUND:

In the past, the Parks Commission has held their August meeting on National Night Out on August 5th. This was done to encourage participation of the Parks Commissioners at specific event such as an open house for a new playground.

Currently, Staff have drafted the 2025 meeting schedule to have the August meeting posted for the 13th. This would allow for Staff to plan for a regular meeting in addition to allowing the Commissioners to be free to attend their neighborhood events during National Night Out.

DISCUSSION:

The Parks Commission is being asked to provide direction to Staff on the draft 2025 meeting date calendar. The August meeting may be held on August 5th during National Night Out. If the Commission wishes to go this route, Staff recommends an open house take place at the recently constructed Boulder Heights Park.

The August meeting may also be held on August 13th as currently planned. This would allow Commissioners to choose which event they would like to personally attend during National Night Out, if any at all.

ATTACHMENTS:

2025 Draft Meeting Date Calendar

City of Elko New Market

601 Main Street, PO Box 99, Elko New Market, MN 55020
phone 952.461.2777 *fax* 952.461.2782
email info@ci.enm.mn.us

2025

january

s	m	t	w	t	f	s
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

february

s	m	t	w	t	f	s
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

march

s	m	t	w	t	f	s
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

april

s	m	t	w	t	f	s
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

may

s	m	t	w	t	f	s
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

june

s	m	t	w	t	f	s
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

july

s	m	t	w	t	f	s
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

august

s	m	t	w	t	f	s
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

september

s	m	t	w	t	f	s
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

october

s	m	t	w	t	f	s
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

november

s	m	t	w	t	f	s
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

december

s	m	t	w	t	f	s
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Pay Days | Timecards Due

City Council | Planning Commission | Parks Commission | EDA | **Holidays** | **Elections**

Parks Commission Update

November 30, 2024

Parks & Trails

1. Future Projects List

Staff informed the Commission at the June 12 meeting that Staff had underestimated the amount of potential park dedication funds related to the Niagara Bottling, LLC. plat. $185,000 was received by the City in July as part of the development. Due to the potential for additional funds, Staff discussed with the Commission that this may be a good time to get some of the projects with no identified funding source completed.

Due to lack of City Council direction on the Highlands at Victory Fields park dedication item at the November 13 meeting, the Parks Commission wished to table discussions pending a final determination from City Council on park dedication. Staff will be continuing their discussion of possible amendments to the Park's Capital Outlay to account for the increase in park dedication funding at the December 11 meeting. Potential projects identified by the Commission in the past included:

- Wagner Park Trail Connection to CSAH 2
- Permanent Pickleball Court
- Pete's Hill Sign
- Park and Trail Map Signs

2. Portable Restroom Enclosures Update

Staff presented the Parks Commission recommendation to create an Ordinance Amendment exempting the enclosures from current City fence requirements to the Planning Commission at their November 26 meeting. The Planning Commission was in favor of an exemption for the enclosures. Staff will prepare a draft Ordinance Amendment for public hearing at an upcoming Planning Commission meeting.

3. Highlands at Victory Fields Park Dedication Update

At the October 9 Parks Commission meeting, the Commission voted 3-2 to recommend park land dedication for the proposed development, Highlands at Victory Fields, in-lieu of cash dedication as recommended by Staff. At the October 29 Planning Commission meeting, the Commission voted 3-0 to recommend cash-in-lieu of park land dedication as recommended by Staff and the City's 2040 Parks and Trail Plan. The City Council was in favor of a combination of park land and cash-in-lieu for the proposed development at their November 14 meeting. Staff are currently working with the applicant on plans that will satisfy the City Council's determination.

4. Wagner Park Trail Open House Update

Staff will be organizing an open house for residents adjacent to the proposed Wagner Park Trail extension. Staff will be seeking feedback from the neighborhood to understand if there is a desire to move forward with plans for a potential trail extension from Wagner Park to CSAH 2. Plans to mail the open house notifications following the Thanksgiving holiday are being arranged.

5. Public Works Update

Public Works Staff received the picnic tables for Woodcrest Park and Boulder Heights Park

- The tables for Woodcrest Park will be put together and installed in the spring
- The tables for Boulder Heights Park will be put together and installed when the pavilion is completed

The Wagner Park Pavilion has been winterized by Public Works Staff and is now closed for the season.

Public Works Staff have installed the last of the dog waste stations at Kelly Glen Park and Whispering Hills Park.

Ice Rinks

- Public Works Staff have removed the basketball hoops
- Rinks were cleaned and prepped for winter by the Public Works Staff

Recreation

None.

Community

6. New Prague Area School District Joint Powers Agreement

The Joint Powers Agreement with the New Prague Area School District was passed by the New Prague School Board and will be presented to the Parks Commission in December for a recommendation to the City Council.

7. City Tree Lighting Ceremony

Recreation Programmer, Jessica Davidson, wishes to issue an invite to the Parks Commissioners to attend the Tree Lighting Ceremony on December 7 from 6:00 to 6:45 p.m. The lighting will take place at 6:15 p.m.

Upcoming Meeting

The next Parks Commission Meeting will be:
Date: Wednesday, November 13, 2024
Time: 6:00 PM
Location: City Hall, Council Chambers

STAFF MEMORANDUM

SUBJECT:	November Parks Financial Report
MEETING DATE:	December 11, 2024
PREPARED BY:	Kellie Stewart, Accountant
REQUESTED ACTION:	Informational

COMMUNITY VISION:

- ☐ Envisioned to be a mature growing freestanding suburb of the Twin Cities Metropolitan Area, the City will foster a friendly and social environment that supports a safe, vibrant, and welcoming community. The community will be inclusive of people of all backgrounds and built on genuine relationships.
- ☐ The community will preserve its historic landmarks and small-town character while providing suburban amenities and services. A full range of employment, housing, business, service, social, technology infrastructure and recreational opportunities will be available for community members and visitors.
- ☐ The City will promote a diverse commercial and industrial tax base. The City will facilitate planned redevelopment. Development and redevelopment within the community will be aesthetically pleasing with architectural standards that promote quality development.
- ☐ The City will have a comprehensive park and trails system. The park system will have sufficient facilities, play fields and open space to meet the needs of the community's residents.
- ☐ The City will have an effective and efficient transportation system, including access to the greater metropolitan area, transit opportunities, and improved connectivity to the interstate.
- ☐ The City will provide community oriented local government that promotes community involvement, organizational improvements, problem solving, performance measurement and professionalism. The City will provide a full range of high-quality municipal services to its residents; allocate sufficient resources to meet the growing needs of the community; and be financially sound, engaging in long-term financial planning to provide municipal services without undue burden on the taxpayers of the City.

PRIORITY GOALS:

- ☐ Advance the "shovel ready" status of areas guided for commercial and industrial development through planning and where feasible, the procurement of supporting infrastructure.
- ☐ Develop a more diverse tax base, create more local employment opportunities and promote additional businesses and services within the community.
- ☐ Enhance the quality of life in the community through the improvement and expansion of the parks and trails system, recreational programming and cultural events.
- ☐ Promote high quality residential development that includes a broad spectrum of housing choices in both type and cost. Facilitate the development of residential lots and an increase in residential building permit activity.

COMMUNITY ORIENTED LOCAL GOVERNMENT:
☐ Community Involvement - The City of Elko New Market will incorporate community feedback in making participative, transparent decisions by: Providing more opportunities for the public to have input on decisions that affect them; Engaging the public in strategic planning initiatives, both short and long term; Enabling the public to provide input on the effectiveness of public services and policies; and Working to develop leadership within the community.
☐ Organizational Improvement - The City of Elko New Market will strive to elevate the level of customer service and service delivery through cost effective use of personnel, structure, and information systems by: Developing an organizational climate that promotes innovation, creativity, collaboration and a customer-centered focus in providing community services, programs and projects; and Improve public services by reducing barriers between City departments in order to provide greater accessibility, flexibility, and efficiency in the delivery of public services.
☐ Problem Solving - The City of Elko New Market will engage in the process of proactive and systematic examination of identified issues in order to evaluate effective policy decisions by: Using available technology to improve the quality and accuracy of data used in decisions; Provide the resources to develop and implement the most cost-effective solutions; Considering the long-term costs and benefits in policy decisions; and Engaging in long-term financial planning to provide public services without undue burden on the taxpayers of the city.
☐ Performance Measurement - The City of Elko New Market will develop and utilize methods for measuring performance to evaluate progress and establish accountability for improving public services.
☐ Professionalism - The City of Elko New Market will provide local government that is characterized by high technical and ethical standards. The City will conduct business and present itself in a manner that promotes public confidence. The City will endeavor to recruit, train, and develop cohesive, high quality professional staff that will excel in providing public services.

BACKGROUND:

The intent of the monthly financial report is to provide the Parks Commission with a summary of the financial activity, including revenue and expenses within the relevant funds. These funds include the General Fund, Park Dedication Fund, Charitable Gambling Fund and Capital Outlay.

DISCUSSION:

General Fund

General Fund Park Revenues at the end of November were $4,345.85. General Fund Expenditures at the end of November were $210,503.39, or 82% of the budget. The current fund balance is $45,685.61.

City of Elko New Market
Statement of Revenue and Expenditures
General Fund 101- Parks and Grounds Maintenance
Budget and Actual
YTD Through November 30, 2024

	2024 Annual Budget	2024 YTD Actual Amount Through 11/30/24	Remaining Budget Dollars	Percent Received or Expended Based on Actual Through 11/30/24
Revenues				
Park Rental-Fields-Non Building	-	-	-	0%
Park Shelter Rental Fee	3,500.00	4,345.85	(845.85)	124%
Miscellaneous Revenues	-	-	-	0%
Contributions and Donations	-	-	-	0%
Recreation Program Revenues	-	-	-	0%
Grant Income	-	-	-	0%
	3,500.00	**4,345.85**	**(845.85)**	**124%**

	2024 Annual Budget	2024 YTD Actual Amount Through 11/30/24	Remaining Budget Dollars	Percent Received or Expended Based on Actual Through 11/30/24
Expenditures				
Full-Time Employees Regular	143,401.00	112,793.28	30,607.72	79%
Full-Time Employees Overtime	4,302.00	2,636.79	1,665.21	61%
Part-Time Employees	7,791.00	2,332.04	5,458.96	30%
On Call	8,752.00	7,767.64	984.36	89%
Call Back	390.00	468.99	(78.99)	120%
PERA	11,662.00	10,219.22	1,442.78	88%
FICA & Medicare	11,895.00	9,481.57	2,413.43	80%
Employer Paid Insurance	33,746.00	32,289.11	1,456.89	96%
Chemicals and Chem Products	4,800.00	5,691.94	(891.94)	119%
Travel Expenses	300.00	-	300.00	0%
Training & Conferences	500.00	-	500.00	0%
Portable Bathrooms	6,900.00	7,870.00	(970.00)	114%
Electric Utilities	900.00	716.24	183.76	80%
Refuse/Garbage Disposal	1,900.00	835.80	1,064.20	44%
Repairs/Maint.	10,000.00	11,212.04	(1,212.04)	112%
Cleaning / Janitorial	1,250.00	1,097.85	152.15	88%
Miscellaneous	500.00	-	500.00	0%
Dues and Subscriptions	700.00	310.00	390.00	44%
Recreational Program Expense	6,500.00	4,780.88	1,719.12	74%
	256,189.00	**210,503.39**	**45,685.61**	**82%**

Park Dedication Fund

Park Dedication Revenues at the end of November were $201,100.00. Park Dedication Expenditures at the end of November were $79,505.76, or 0% of the budget. The current fund balance is $307,689.03.

City of Elko New Market
Statement of Revenue and Expenditures
Park Dedication- Fund 230
Budget and Actual
YTD Through November 30, 2024

	2024 Annual Budget	2024 YTD Actual Amount Through 11/30/24	Remaining Budget Dollars	Percent Received or Expended Based on Actual Through 11/30/24
Revenues				
Park Dedication Fee	-	201,100.00	-	100%
Donations	-	-	-	0%
Interest Earnings	-	-	-	0%
	-	201,100.00	-	0%

	2024 Annual Budget	2024 YTD Actual Amount Through 11/30/24	Remaining Budget Dollars	Percent Received or Expended Based on Actual Through 11/30/24
Expenditures				
Improvements Other	-	79,505.76	-	0%
	-	79,505.76	-	0%

Current Fund Balance **$307,689.03**

Charitable Gambling Fund

Charitable Gambling Revenues at the end of November were $3,863.72. Expenditures at the end of November were $0.00, or 0% of the budget. The current fund balance is $38,545.56.

City of Elko New Market
Statement of Revenue and Expenditures
Charitable Gambling- Fund 240
Budget and Actual
YTD Through November 30, 2024

	2024 Annual Budget	2024 YTD Actual Amount Through 11/30/24	Remaining Budget Dollars	Percent Received or Expended Based on Actual Through 11/30/24
Revenues				
Gambling Income 5% LG510	-	3,863.72	-	100%
Interest Earnings	-	-	-	0%
Transfer from Other Fund	-	-	-	0%
	-	3,863.72	-	100%

	2024 Annual Budget	2024 YTD Actual Amount Through 11/30/24	Remaining Budget Dollars	Percent Received or Expended Based on Actual Through 11/30/24
Expenditures				
Transfer In	-	-	-	0%
Gambling Income Expense	-	-	-	0%
	-	-	-	0%

Current Fund Balance **$38,545.56**

Capital Outlay

Capital Outlay Revenues at the end of November were $0.00. Capital Outlay Expenditures at the end of November were $18,724.58, or 0% of the budget. The current fund balance is $60,258.35.

City of Elko New Market
Statement of Revenue and Expenditures
Capital Outlay- Fund 501
Budget and Actual
YTD Through November 30, 2024

	2024 Annual Budget	2024 YTD Actual Amount Through 11/30/24	Remaining Budget Dollars	Percent Received or Expended Based on Actual Through 11/30/24
Revenues				
Miscellaneous Revenues	-	-	-	0%
	-	-	-	0%

	2024 Annual Budget	2024 YTD Actual Amount Through 11/30/24	Remaining Budget Dollars	Percent Received or Expended Based on Actual Through 11/30/24
Expenditures				
Capital Outlay Expenditures	-	18,724.58	-	0%
	-	18,724.58	-	0%

Current Fund Balance **$60,258.35**