

NOTICE OF AGENDA

CITY OF FOREST LAKE ECONOMIC DEVELOPMENT AUTHORITY MEETING

City Center
January 8, 2018: 5:30 PM

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance
- 4) Approve the Agenda – Action
- 5) Approve minutes from November 27th, 2017.
- 6) Approve Bills and Financial Statements – Action
- 7) Senior Transit Pilot-Aaron Parrish
- 8) 2040 Comprehensive Plan Update: Next Steps for the Economic Competitiveness Element-
Donovan Hart
- 9) McCullough and Herrick Predevelopment Application-Aaron Parrish
- 10) Business Retention Visit Summary
- 11) Other
 - a. Washington County Updates: Chris Eng
 - b. Chamber of Commerce Updates: Ted Blank
- 12) Adjourn

EDA MISSION STATEMENT

Assist and support the economic climate of the City of Forest Lake through programming and communication to achieve the greatest outcome for its citizens and businesses by:

- Marketing the City and its assets
- Supporting existing businesses
- Supporting new businesses
- Creating partnerships
- Providing a vision for the future of commercial areas



Economic Development Authority

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

Bailey Fencil

Monday, November 27, 2017

5:30 PM

Forest Lake City Center

1. Call to Order

Attendee Name	Title	Status	Arrived
Ben Winnick	President	Present	
Blake Roberts	Vice President	Present	
Judy Huntosh	Treasurer	Present	
Sam Husnik	Assistant Treasurer	Present	
Mark Finnemann	Member	Present	
Jennifer Lorge		Present	

2. Roll Call

3. Pledge of Allegiance

4. Approve the Agenda – Action

1. **Motion To:** Motion Approve the Agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Huntosh, Treasurer
SECONDER: Sam Husnik, Assistant Treasurer
AYES: Winnick, Roberts, Huntosh, Husnik, Finnemann, Lorge

5. Approve minutes from October 23rd, 2017.

1. **Motion To:** Approve Minutes from October 23rd, 2017

RESULT: ADOPTED [5 TO 0]
MOVER: Mark Finnemann, Member
SECONDER: Judy Huntosh, Treasurer
AYES: Winnick, Huntosh, Husnik, Finnemann, Lorge
ABSTAIN: Blake Roberts

6. Approve Bills and Financial Statements – Action

1. **Motion To:** Approve Bills and Financial Statements

RESULT:	ADOPTED [5 TO 0]
MOVER:	Sam Husnik, Assistant Treasurer
SECONDER:	Judy Huntosh, Treasurer
AYES:	Winnick, Roberts, Huntosh, Husnik, Lorge
ABSTAIN:	Mark Finnemann

7. Greater MSP Annual Meeting Update

Commissioner Finnemann and Commissioner Lorge attended the Greater MSP Annual Meeting held on November 13th, 2017. Both attendee's commented on the admiration for the motivation and partnerships in the at the event.

8. Senior Retail Bus Route Update- Aaron Parrish

City Administrator Aaron Parrish presented on the potential for a senior bus route in Forest Lake. New Tracks out of White Bear Lake has piloted the transportation service two days a week for seniors and it has been successful.

Gary Lee has administered a survey to five different senior living facilities and received overwhelming feedback for transportation to medical appointments, grocery shopping and the senior center.

The discussion for a senior bus route is in the early stages and the EDA is looking for more survey feedback and further discussion with New Tracks.

9. Business Retention Visit Summary

10. Other

City Administrator, Aaron Parrish presented plan to add signage to the City Center emphasizing the location of the Police Department and City Hall. The EDA would like to see some type of illumination to the sign so it can be seen in the dark.

The EDA also recognized the resignation of Julie La Fluer from the board. They discussed the advantage of recruiting for a seventh member.

a. Washington County Updates: Chris Eng

b. Chamber of Commerce Updates: Ted Blank

11. Adjourn

1. Motion To: Adjourn

COMMENTS - Current Meeting:

Adjourned 6:16pm.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sam Husnik, Assistant Treasurer
SECONDER:	Blake Roberts, Vice President
AYES:	Winnick, Roberts, Huntosh, Husnik, Finnemann, Lorge

DRAFT



Staff Report

Date: January 4, 2018
To: President and Members of the Economic Development Authority
From: Aaron Parrish, City Administrator / EDA Executive Director
Re: Summary of EDA Agenda Items

Senior Transit Pilot

As previously discussed staff has been working with some citizen representatives on the possibility of piloting a senior transit route. New Trax, a provider of transportation services for those with developmental disabilities, currently operates a route in White Bear Lake one day per week. Attached is a copy of the route they currently have in place there.

Dan has put together some pick up and drop off locations to serve as a starting point for the discussions. The primary focus initially would be on shopping and dining with the possibility of adding a medical day in the future. Stops are organized into 4 layers that can be toggled on and off by clicking the check mark on the side. You can check it out here at:

https://drive.google.com/open?id=1977vLgfTK6k7flz-4p5_av_eNVA&usp=sharing

Likewise, Planning Commission member Gary Lee prepared a survey that was distributed to various senior housing facilities in Forest Lake. Attached is a copy of the results.

To begin next steps in the discussion, New Trax has prepared a draft agreement that would provide service. It currently contemplates the following:

1. Two buses in service from 10:00 am to 1:00 pm on a mutually agreed day of the week.
2. The service will include pickups/drop-offs at various, predetermined senior living facilities and local retail/merchant establishments. Revisions and adjustments to the pickup/drop-off locations may occur upon a mutual agreement between Newtrax and EDA.
3. Billing would be monthly based on \$40 per hour per bus and mileage at \$.65 per mile. We have requested an estimate from New Trax. As a pilot this could be something the EDA funds for 2018 and if ridership warrants it could be evaluated for funding in the 2019 city budget. Below is a working approximation of weekly and annual cost.

2 Bus Loop		Approx					
	Rate/hr	Wkly Hrs	Bus/Driver	Mileage/hr	Miles	Mileage Ttl	Wkly Totals
Each Bus:	\$40	2.5	\$100	\$0.65	25	\$16.25	\$116.25
Dead Head: (front end)	\$40	0.35	\$14	\$0.65	15	\$9.75	\$23.75
Dead Head: (Back end)	\$40	0.35	\$14	\$0.65	15	\$9.75	\$23.75
Per Bus Estimate Total:							\$163.75
X 2 Buses							\$327.50
X 52 Weeks							\$17,030.00

A first draft of the agreement is attached for your reference, If this is something the EDA is interested in we could have it reviewed by the City Attorney and provide any follow up information that would be beneficial to the EDA in making their decision. A summary of the budget will be provided at the meeting.

2040 Comprehensive Plan Update: Next Steps for the Economic Competitiveness Element

Public feedback on elements of the Comprehensive Plan Update will be occurring in January and February. Donovan would like to discuss how the EDA would like to receive feedback on the Economic Competitiveness element.

McCullough and Herrick Predevelopment Application

We have received various inquiries about the development of the McCullough and Herrick properties. Both have the potential to develop better together if a thoughtful plan is put together. However, there are some development challenges with the sites including access, unimproved streets, utility access, wetlands, and drainage issues. With that being said, this area would serve as a good intermediate opportunity for industrial development until a more comprehensive business park can be established.

To position this area for future development, the EDA could consider the framework for the creation of a tax increment financing district that the owners could use to market the property to take care of needed improvements. Ultimately, a project needs to be established in order for a development to proceed. If the EDA is interested, potential next steps include:

1. Working with the property owners to determine their interest.
2. Getting a proposal (s) for the development of a concept layout and financial structure to help address site issues.
3. Solicit predevelopment funding from the Washington County EDA if this is an area of interest to them.

Below is a map of the area for reference:



TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (“Agreement”) between Newtrax, Inc., a Minnesota nonprofit corporation (“**Newtrax**”) with an address of 3700 N. Highway 61, suite 100, White Bear Lake, MN 55110 and **Org Name Here** (“**Organization**”) with an address of **Complete Address Here**, is effective on **Enter Date Here** (“**Effective Date**”).

RECITALS

- A. Organization has a need for certain transportation services.
- B. Newtrax provides transportation services to individuals on behalf and at the request of organizations in the Minneapolis/St. Paul, Minnesota metropolitan area.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I NEWTRAX RESPONSIBILITIES

1.1 Engagement of Newtrax. Organization hereby engages Newtrax as an independent agent to provide transportation (the “**Services**”) to Organization in accordance with the terms of this Agreement. Newtrax hereby accepts said engagement and agrees to provide the Services in accordance with the terms of this Agreement.

1.2 Services and Schedule. Newtrax will provide transportation service with a local “Bus Loop” within the city limits of the Forest Lake area for Seniors and Adults with Disabilities. Newtrax will provide the Services in accordance with a schedule mutually agreed upon by Organization and Newtrax. The schedule will include the bus pickup/drop-off destinations, pickup/drop-off times and necessary details about the service. Except where weather conditions cause delays in transportation, Newtrax will notify Organization as soon as possible after Newtrax determines that any scheduled Services will not occur on time and, also as soon as possible, notify Organization of the revised schedule for any such Services.

1.3 Licensed Drivers. All drivers assigned by Newtrax to provide the Services (“**Assigned Drivers**”) will be duly licensed in good standing in the state of Minnesota to operate the motor vehicle used in providing the Services. Newtrax will promptly notify Organization of any loss or suspension of, or limitation on, the driver’s license or driving privileges of any Assigned Driver. Any Assigned Driver whose license or driving privileges are restricted, suspended or otherwise adversely affected will immediately cease to be an Assigned Driver under this Agreement. Newtrax will take all reasonable steps to ensure that Assigned Drivers provide the Services in a safe and courteous manner at all times.

1.4 Equipment. Newtrax will provide all vehicles necessary to provide the Services and will keep such vehicles in good, safe working condition at the times Services are provided.

1.5 Performance Expectations. Newtrax will comply with all applicable laws governing the

Services, including provisions regarding inspection and maintenance of vehicles, equipment and operational standards, and insurance.

ARTICLE II COMPENSATION/FEEES

2.1 Compensation. Organization will pay Newtrax the fees set forth in the attached Exhibit A, which is incorporated into this Agreement by reference, for the Services provided under this Agreement (the “**Fees**”).

2.2 Payment Schedule. Organization will pay the Fees to Newtrax on a monthly basis within fifteen (15) days of receipt of an invoice from Newtrax.

ARTICLE III INSURANCE

During the term of this Agreement, Newtrax will purchase and maintain, at its sole expense, such insurance as will protect Newtrax from claims, demands or judgments which may arise out of, or result from, Newtrax’s performance of the Services under this Agreement, including, without limitation, general commercial liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate, and automobile insurance covering employees and agents performing the Services (including the Assigned Drivers), non-owned and owned, underinsured motorist and uninsured motorist, with minimum limits of \$1,000,000 per occurrence.

ARTICLE IV INDEMNIFICATION

4.1 Indemnification by Newtrax. Newtrax agrees to defend or settle, indemnify and hold harmless Organization, its subsidiaries, affiliated organizations, directors, officers, employees, and agents from and against any and all claims, demands, actions, liabilities, losses, damages and expenses, including, without limitation, court costs, settlement costs and reasonable attorney’s fees, (“**Claims**”) brought by any third party, including, without limitation, Claims for personal injury and death, which may arise out of or in connection with the willful or negligent acts or omissions of Newtrax and its employees and agents in performing the Services under this Agreement.

4.2 Indemnification by Organization. Organization agrees to defend or settle, indemnify and hold harmless Newtrax, its subsidiaries, affiliated organizations, directors, officers, employees, and agents from and against any and all Claims brought by any third party, including, without limitation, Claims for personal injury and death, which may arise out of or in connection with the willful or negligent acts or omissions of Organization and its employees and agents during the term of this Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Governing Law. This Agreement and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of the state of Minnesota without reference to the choice of law doctrine of such state.

5.2 Assignment. Neither party may assign or otherwise transfer its rights or obligations hereunder

without the prior written consent of the other party, and any such transfer or assignment without such consent will be void.

5.3 Amendment. This Agreement may be amended only upon a written instrument signed by the parties. This Agreement will be binding upon the permitted assigns of the parties.

5.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to create or creates any enforceable legal rights for third-party beneficiaries or individuals or entities other than the parties.

5.5 Notices. Any notice or other communication provided for by this Agreement must be in writing and will be deemed given or delivered when personally delivered or when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid and properly addressed, or by recognized overnight courier, next day delivery, charges prepaid, to the addresses set forth above, or if given by facsimile, upon evidence of transmission of facsimile, followed by registered or certified mail.

5.6 Force Majeure. Neither party will be deemed to have breached the Agreement by reason of any circumstance or delay resulting from any cause beyond its control. However, either party may terminate the Agreement if the length of the circumstance or delay has, or will have, a material adverse impact on its ability to perform or receive services under the Agreement.

5.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

5.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof as of the date of this Agreement.

Accepted and Agreed to by:

NEWTRAX, INC.

CITY OF FOREST LAKE

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
DESCRIPTION & FEE SCHEDULE

Service Description:

On a mutually agreed upon day of the week, Newtrax will provide 2 buses during the hours of 10:00am-1:00pm (first and last pickups/drop-off times respectively) for a continuous bus loop circulator within the city limits of the Forest Lake area. The service will include, but not be limited to, pickups/drop-offs at various, predetermined senior living facilities and local retail/merchant establishments. Revisions and adjustments to the pickup/drop-off locations may occur upon a mutual agreement between Newtrax and "Organization". Weeks of operation throughout the year can be adjusted according to "Organization" requirements/needs. 'Sponsorship Campaigns' to assist in the funding of this service will be the responsibility of "Organization", however, Newtrax will offer assistance and collaboration in those efforts and will provide input to enhance/grow the service.

Bus Loop Circulator Service will be invoiced on a monthly basis. Invoices will be sent out the first week of the month following the previous month of service.

Service: Forest Lake Bus Loop	Amount
Hourly Rental Fee per Bus*	\$40.00 per hour
Mileage Fee*	\$0.65/mile

*Rental and Mileage fee begins when our buses/drivers depart from the Newtrax home base in White Bear Lake and concludes upon the buses/driver's return to Newtrax. Quarterly details of weekly hours of bus/driver service, mileage totals, and rider count will be provided.

Accepted and Agreed to by:

NEWTRAX, INC.

CITY OF FOREST LAKE

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____