



City of Mayer
Agenda for the City Council
Monday, November 25th, 2024 – 6:30 P.M.

Opening Items

1. Call Meeting to Order
2. Pledge of Allegiance

Approval of Agenda

3. Consider Approval of Agenda

Public Comment Period

4. Open Public Comment Period – Comments are limited to 5 minutes

Consent Agenda

5. Consider Approval of November 12th, 2024 City Council Minutes
6. Consider Approval of November 12th, 2024 City Council Workshop Minutes
7. Consider Approval of Claims for Payment
8. Consider Approval to Cancel December 23rd, 2024 City Council Meeting
9. Consider Approval of Fire Department Officer Appointments

Business Items

10. Consider Approval of On-Sale & Sunday Liquor Licenses for El Jimador Restaurant at 421 Ash Avenue North Contingent Upon Successful Completion and Submission of Paperwork
11. Consider Approval of Carver County Sheriff's Contract for 2025
12. Consider Adoption of Ordinance 247 Regulating Cannabis Businesses
13. Consider Approval to Amend Utility Bill Late Fee Calculation Methodology
14. Consider Approval to Waive Late Fees for Two Billing Cycles Beginning March 1st, 2025
15. Consider Approval to Implement Email Option for Utility Billing

City Council Reports

16. City Council Individual Reports and Items

Adjournment

17. Adjourn Meeting

City of Mayer

City Council Meeting Minutes for November 12th, 2024

Present: Mayor Dodge, Council Members Wegner, McNeilly, Heldt
Absent: Council Member Fautsch
Staff: City Administrator Nicholas Johnson
City Clerk Alicia Menzel
Visitors: Don Wachholz
Emily Jackson
Matt Miller

Opening Items

The meeting was called to order at 6:30pm by Mayor Dodge.
The Pledge of Allegiance was recited.

Approval of Agenda

A motion was made by Heldt and seconded by McNeilly to approve the agenda as presented. All voted in favor. None voted against. The motion was carried.

Public Comment Period

There were no attendees for public comment.

Consent Agenda

A motion was made by Wegner and seconded by Heldt to approve the consent agenda. All voted in favor. None voted against. The motion was carried.

1. Consider Approval of October 28th, 2024 City Council Minutes
2. Consider Approval of Claims for Payment (7266e to 7284e; 26112 to 26136)
3. Consider Approval of Staff Reports

Business Items

Conduct Public Hearing on Proposed Assessments – Mayor Dodge opened the public hearing at 6:32pm. The Council briefly touched on how assessments will look in the future with the new shut off procedure in place. No public comment was made and the public hearing was closed at 6:35pm.

Consider Adoption of Resolution Certifying Assessments – City Administrator Johnson stated it was brought to staff's attention that past practice was to certify only accounts that were three months or more delinquent. Due to this, staff reviewed the list and some properties were removed. A motion was made by Heldt and seconded by McNeilly to adopt the Resolution Certifying Assessments. All voted in favor. None voted against. The motion was carried.

Consider Adoption of Resolution Canvassing the 2024 Election – City Administrator Johnson presented the updated resolution to include the absentee ballot counts from Carver County for election canvassing. A motion was made by Wegner and seconded by Heldt to adopt the Resolution Canvassing the 2024 Election. All voted in favor. None voted against. The motion was carried.

Consider Approval of Employment Agreement for the City Administrator – City Administrator Johnson stated the Council met to review his employment agreement. Councilmember Wegner asked if the City Attorney reviewed the agreement. Mayor Dodge said the only things that changed were the pay and minor clerical errors so they had not reviewed the agreement. A motion was made by Heldt and seconded by Wegner to approve the employment agreement for the City Administrator. All voted in favor. None voted against. The motion was carried.

City Council Reports

Nothing to report.

Adjournment

A motion was made by Heldt and seconded by Wegner to adjourn the meeting. All voted in favor. None voted against. The motion was carried. Meeting adjourned at 6:38pm.

Attest:

Mayor

City Clerk

City of Mayer

City Council Workshop Minutes for November 12th, 2024

Present: Mayor Dodge, Council Members Heldt, Wegner, McNeilly
Absent: Council Member Fautsch
Staff: City Administrator Nicholas Johnson
City Clerk Alicia Menzel
Visitors: Don Wachholz
Emily Jackson
Matt Miller

Opening Items

The workshop was called to order by Mayor Dodge.

Workshop Discussion Items

2025 Budget Update – City Administrator Johnson gave a brief budget update. It appears the City will have approximately \$20,000 - \$24,000.00 revenue over expenditures in the General Fund. City Administrator Johnson asked the Council for input on where the money should be allocated. Some items that were talked about were the EDA, parks, and streets. Consensus was to reallocate the funding to the Parks CIP.

Review of Utility Billing Practices: Late Fee Calculation Method and Waiver of Late Fees During Due Date Transition – City Administrator Johnson suggested Council review the late fee calculation of utility bills. Discussion was held and the Council would like to change the compounding late fee to only charging a late fee to the current unpaid balance. They would also like to waive the late fee for two months during the transition period of the new due date.

Review of Cannabis Ordinance Final Draft – City Administrator Johnson brought this item back from the Planning Commission review of the draft ordinance. The minor changes included hours of operation, zoning districts for delivery of cannabis, and the lower potency regulations.

Adjournment

The workshop was adjourned at 7:00pm

Attest:

Mayor

City Clerk

Memorandum



To: City Council

From: Nicholas Johnson, City Administrator
Andy Maetzold, Fire Chief

Date: November 25th, 2024

Subject: Fire Department Officer Appointments

Honorable Mayor and City Council,

The City of Mayer makes annual appointments of the Officer positions to the City of Mayer Fire Department. Following the traditional process used for soliciting and selection we recommend the slate of officers for appointment:

<u>Officer Position and Appointment:</u>	<u>Term:</u>
Chief 1 – Andy Maetzold	1/1/2025 – 12/31/2026
Training Captain – Eric Strand	1/1/2025 – 12/31/2026
Equipment Captain – Josh McIntosh	1/1/2025 – 12/31/2026
Medical Lieutenant – Adam Maetzold	1/1/2025 – 12/31/2026

All open officer positions ran unopposed.

Respectfully submitted,
City Staff

CONTRACT FOR POLICE SERVICES

Mayer

THIS AGREEMENT, made and entered into this 25th day of November 2024 by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Mayer (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes, Section 436.05 allows the sheriff of any county to contract for the furnishing of police service to a municipality; and

WHEREAS, this Agreement is authorized by Minnesota Statute, Section 471.59, 436.05,

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police services for the City in the manner as hereinafter set forth.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide regionalized police service within the corporate limits of the City of Mayer in partnership with the cities of New Germany and Watertown to the extent and in the manner set forth below:

1.1 Police services to be provided under this contract shall encompass those police duties and functions within the above-mentioned cities corporate limits of which the Sheriff and his duly assigned deputies shall exercise all the police powers and duties of city police officers as provided by Minnesota Statutes, Section 436.05.

1.2 The County shall solicit City input related to assignment of personnel before making assignments. The County shall give thoughtful consideration to the City's input and shall retain the full and unrestricted right to assign personnel as necessary.

- 1.3 The County shall pay for all training costs associated with assigned personnel to maintain POST licensure and any other agency authorized training.
- 1.4 At a minimum, the County shall provide the City with monthly, quarterly, and annual reports including but not limited to calls for service by offense type, hour of the day, and day of the week. Such reports shall include an arrest summary, traffic citation summary, and verbal warning summary. Additionally, the County shall provide monthly, quarterly, and annual reports showing the number of CSO hours and types of calls for service CSO's responded to within the corporate City limits.
- 1.5 The rendition of services, the standard of performance, the discipline of deputies, and other matters of incident to the performance of such services and control of personnel so employed shall be and remain in and under control of the County.
- 1.6 The rendition of services shall include the enforcement of Minnesota State Statutes and the municipal ordinances of the City.
- 1.7 At the City's request, the County (i.e., Sheriff's contract manager or designee) shall meet with the City to discuss any questions, concerns, or requested modifications to the type of services provided, or manner in which such services are provided. In the event a dispute arises between the parties concerning services provided pursuant to this agreement, the County shall in good faith discuss a plan with the City; however, the County retains the sole discretion in determining a solution to said dispute (e.g., reassignment of personnel, types of patrol, level of service available).
- 1.8 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel to comprise a partnership in regionalized policing coverage. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services at the rate for additional hours identified under Article VII and the City shall make payment pursuant to Minnesota Statute, Section 471.425, subd. 2(a).

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT.

a). The County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein. All County property and equipment used in rendering services under this Agreement is, and shall remain, County property.

b). The City shall provide outdoor storage within the corporate limits of the City for patrol cars used for providing services pursuant to this Agreement unless other parking has been determined by the county. City indoor parking is at the discretion of the city and if chosen, no cost for maintenance of city facilities will be incurred by the county.

2. OFFICE SPACE. Police services shall be conducted out of office space selected and provided by the City that is sufficient to provide for the office needs of the assigned personnel.

3. FINANCIAL LIABILITY. The City shall not be responsible or liable for the payment of any salaries, wages, or other compensation to personnel employed by the County to perform services under this Agreement. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the City and County shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. 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. 1a(a); provided further that for purposes of

that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

(a) This Agreement to indemnify and hold harmless does not constitute a waiver by either party of immunities from, or limitations on liability provided under Minnesota Statutes Section 466.04.

For purposes of determining total liability damages, the parties are considered a single governmental unit and the total liability shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2025, to December 31, 2025. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. Unless otherwise terminated in accordance with Article VI, Section 3 of this agreement, this Agreement shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.

2. NOTICE.

2.1 If either party does not desire to enter into a contract for police service for 2026, such party shall notify the other party in writing by July 1, 2025.

2.2 The City, if electing to terminate or discontinue contracted services, or decrease contracted police services, the City shall still be obligated to pay all unpaid personnel costs (e.g. OT and annual carryover), incurred prior to termination.

2.3 On or before June 1 of the current contract year, the County shall notify the City of the estimated police contract rates for the following year. The County shall provide proposed police contract rates by October 1 of the current contract year.

2.4 Notice under the above provisions shall be sent to:

Commander Mike Wollin
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
952-361-1857
mwollin@co.carver.mn.us

Nick Johnson
City Administrator
413 Blue Jay Ave.
Mayer, MN 55360
Phone: 952-657-1502
cityadmin@cityofmayer.com

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community.

The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first eighty (84) hours the deputy is gone from the communities while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 84 hours.

The first eighty (84) hours a deputy is gone from the communities on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 84 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$90.63 per hour.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

1.2 PERSONNEL COST

The County agrees to provide regionalized police services serving within the corporate City limits. Costs are set forth as follows:

Deputy – .68 (2184 FTE)	\$103,187
CSO - 130 hours	\$5,583

1.3 VEHICLE COST

Patrol Vehicle - .68	\$17,445
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1.4 TOTAL POLICE SERVICES \$126,215

2. PAYMENT. The County shall invoice the City for one half of the total contracted amount of the current year police staffing option cost hereunder, or \$63,107.50 to be paid on or before June 30 of the current contract year. The County shall invoice the remaining half, or \$63,107.50 promptly pay such invoiced amounts in accordance with applicable law. The Sheriff shall inform the City of the actual CSO hours worked for the year and then reimburse the City for unused CSO hours, bill for additional hours or deduct from applied year end credit for unfilled deputy FTE hours.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.
4. POST REIMBURSEMENT. The County, upon receiving continuing education reimbursement, shall reimburse the city pursuant to the MN Administrative Rules, Peace Officer Standards and Training Board, Chapter 6700, part 6700.1800.

ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder.

The laws of the State of Minnesota apply to this Agreement.

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the City has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this 25th day of November 2024.

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Administrator

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

Attest

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

**City of Mayer
Ordinance 247**

An Ordinance of the City of Mayer to Regulate Cannabis Businesses

This Ordinance creates Chapter 115 under Title XI: Business Regulations entitled
Cannabis Businesses

The City Council of the City of Mayer hereby ordains:

Section 1. Administration

Findings and Purpose

The City of Mayer makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City of Mayer to protect the public health, safety, welfare of their residents by regulating cannabis businesses within the legal boundaries of the city.

The City of Mayer finds and concludes that the proposed provisions are appropriate and lawful land use regulations, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

Authority & Jurisdiction

The City of Mayer has the authority to adopt this ordinance pursuant to:

- A. Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- B. Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- C. Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- D. Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Enforcement

The City Administrator is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.
4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food

or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the City of Mayer or Carver County to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

Delegation of Registration Authority to Carver County

The City of Mayer may choose to delegate or resume registration authority to and from Carver County at their discretion. Delegating or resuming registration authority must be completed by City Council adopting a resolution to said effect. The adopted resolution must then be transferred to Carver County after adoption.

The limit of cannabis retail businesses shall be no fewer than one registration for every 12,500 residents within Mayer city limits. This provision shall survive and be in effect whether registration authority resides with the City of Mayer or Carver County

Should the City of Mayer choose to delegate registration authority to Carver County, the remainder of Section 2 of this ordinance is no longer in effect until such time when registration authority is resumed.

Consent to Registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within the City of Mayer without first registering with the City.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, the City of Mayer shall conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of Mayer shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

Registration & Application Procedure

The City of Mayer shall not charge an application fee.

A registration fee, as established in the City of Mayer Fee Schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by the City of Mayer shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

Application Submittal

The City of Mayer shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

- A. An applicant for a retail registration shall fill out an application form, as provided by the City of Mayer. Said form shall include, but is not limited to:
 1. Full name of the property owner and applicant;
 2. Address, email address, and telephone number of the applicant;
 3. The address and parcel ID for the property which the retail registration is sought;
 4. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- B. The applicant shall include with the form:
 1. The registration fee;
 2. A copy of a valid state license or written notice of OCM license preapproval;

- C. Once an application is considered complete, the City Clerk shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial;
- D. The application fee shall be non-refundable once processed.

Application Approval

- A. A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under this section.
- B. A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- C. A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

Annual Compliance Checks

The Carver County Sheriff's Office shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and this ordinance.

The Carver County Sheriff's Office shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration if it seeks to move to a new location still within the legal boundaries of the City of Mayer.

Renewal of Registration

The City of Mayer shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by the City of Mayer.

A cannabis retail registration issued under this ordinance shall not be transferred.

Renewal Fees

The City of Mayer may charge a renewal fee for the registration starting at the second renewal, as established in City of Mayer's Fee Schedule.

Renewal Application

The application for renewal of a retail registration shall include, but is not limited to, the items required under Application Submittal of this ordinance.

Suspension of Registration

The City of Mayer may suspend a cannabis retail business's registration if it violates the ordinance of the City of Mayer or poses an immediate threat to the health or safety of the public. The City of Mayer shall immediately notify the cannabis retail business in writing the grounds for the suspension.

The City of Mayer shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City of Mayer and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

Length of Suspension

A jurisdiction can wait for a determination from the OCM before reinstating a registration.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of Mayer may reinstate a registration if it determines that the violations have been resolved.

The City of Mayer shall reinstate a registration if OCM determines that the violation(s) have been resolved.

Civil Penalties

Subject to Minn. Stat. 342.22, subd. 5(e) the City of Mayer may impose a civil penalty, as specified in the City of Mayer's Fee Schedule, for registration violations, not to exceed \$2,000.

Limiting of Registrations

The City of Mayer shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within city limits.

Section 3. Requirements for Cannabis Businesses

Minimum Buffer Requirements

Buffer distances shall be measured from the property line of the proposed cannabis business to the property line of the protected use. The buffer distance for a property platted as a condominium shall be measured from the parent parcel property line to the property line of the protected use. A cannabis business is prohibited from operating within the following buffer distances of the stated locations:

- Within 1,000 of a school.
- Within 500 of a day care.
- Within 500 of a residential treatment facility.
- Within 500 of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Pursuant to Minn. Stat. 462.357 subd. 1e, nothing in Section 3 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school, day care, residential treatment facility, attraction within a public park that is regularly used by minors moves within the minimum buffer zone.

Zoning and Land Use

Cannabis Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as an interim use permit in the following zoning districts:

- (A) Agricultural District
- (C/I) Commercial/Industrial District

Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as an interim use permit in the following zoning districts:

- (C/I) Commercial/Industrial District

Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as an interim use permit in the following zoning districts:

- (C/I) Commercial/Industrial District

Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as an interim use permit in the following zoning districts:

- (C/I) Commercial/Industrial District

Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as an interim use permit in the following zoning districts:

- (C-1) General Commerce District
- (C-2) Central Business District
- (C/I) Commercial/Industrial District

Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as an interim use permit in the following zoning districts:

- (C/I) Commercial/Industrial District

Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as an interim use permit in the following zoning districts:

- (C-1) Central Commerce District
- (C/I) Commercial/Industrial District

All Other Uses Related to Cannabis or Hemp.

All other uses related to cannabis or hemp are not permitted until such time as the Planning Commission and City Council have taken up the matter for consideration.

Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products according to the following:

Monday – Saturday: 8:00am to 10:00pm
Sunday: 10:00am to 9:00pm

Advertising

Cannabis businesses shall follow the City's sign regulations contained in City Code Chapter 152.

Section 4. Temporary Cannabis Events

License Required

A license or permit is required to be issued and approved by the City of Mayer prior to holding a Temporary Cannabis Event.

Registration & Application Procedure

A registration fee, as established in the City of Mayer's Fee Schedule, shall be charged to applicants for Temporary Cannabis Events.

Application Submittal & Review

The City of Mayer shall require an application for Temporary Cannabis Events.

- A. An applicant for a Temporary Cannabis Event shall fill out an application form, as provided by the City of Mayer. Said form shall include, but is not limited to:
 1. Full name of the property owner and applicant;
 2. Address, email address, and telephone number of the applicant;
 3. Address where the Temporary Cannabis Event will be located.
- B. The applicant shall include with the form:
 1. The application fee;
 2. A copy of the OCM cannabis event license application, submitted pursuant to Minnesota Statutes 342.39 subd. 2.
- C. The application for a license for a Temporary Cannabis Event shall meet the following standards:
 1. Except for low-potency cannabis edibles, onsite consumption is prohibited.
 2. Temporary Cannabis Events shall only be held between the hours of 10:00 a.m. and 9:00 p.m.
 3. Temporary Cannabis Events are prohibited in residential districts.
 4. Temporary Cannabis Events must comply with the buffer requirements described in Section 3.
 5. Temporary Cannabis Events must comply with all requirements detailed in Minnesota Statutes §342.40. The application shall include a detailed plan addressing the requirements of Minnesota Statutes §342.40, subds. 3, 4, 5, 6, 7, and 8.

The application shall be submitted to the City Clerk for review. If the application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

- D. Once an application is considered complete, the City shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
- E. The application fee shall be non-refundable once processed.
- F. A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.
- G. A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City of Mayer shall notify the applicant of the standards not met and basis for denial.

Section 5. Local Government as a Cannabis Retailer

The City of Mayer may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses.

The City of Mayer shall be subject to all of the same rental license requirements and procedures applicable to all other applicants.

Adopted by the City Council of the City of Mayer this 25th day of November, 2024.

Attest:

Mayor

City Clerk

Memorandum



To: City Council
From: Nicholas Johnson, City Administrator
Date: November 25th, 2024
Subject: Utility Billing Email Module Consideration

Honorable Mayor and City Council,

The City of Mayer contracts with a third party to print and mail the monthly utility bills and does not offer an option to sign up for electronic delivery. City staff have been gathering information on the topic of electronic delivery of utility bills. Our existing utility billing software though Banyon offers a module add-on to facilitate emailing of utility bills. The analysis below details the findings of the research.

The City sends out 930 utility bills each month.

The third party firm contracted for printing and mailing of the utility bills charges \$0.82 per bill.

The firm also prints and mails the monthly newsletter which is included with the utility bills. We are charged \$0.33 (on average) per newsletter.

The total each month is 930 bills at \$1.15 per bill for \$1,069.50. Annually this comes to \$12,834.

The Banyon module has a one-time cost of \$695 to purchase and an annual fee of \$195 moving forward.

There is an additional minimum fee of \$25 per month to email the bills out. The minimum fee of \$25 is for up to 833 emailed bills. Any amount above 833 is an additional \$0.03 per email.

The cost analysis is summarized in the table below. “Percent Printed” represents what percentage of the utility bills are printed versus emailed. For example, “25%” would mean 25% of the bills are printed and 75% of the bills are sent by email. The remaining columns represent the cost involved.

Percent Printed	Print	Email	Newsletter	Total	Per Year
100%	\$ 762.60	\$ -	\$ 306.90	\$ 1,069.50	\$ 12,834.00
75%	\$ 571.95	\$ 41.25	\$ 230.18	\$ 843.38	\$ 10,120.50
50%	\$ 381.30	\$ 41.25	\$ 153.45	\$ 576.00	\$ 6,912.00
25%	\$ 190.65	\$ 41.25	\$ 76.73	\$ 308.63	\$ 3,703.50
0%	\$ -	\$ 44.16	\$ -	\$ 44.16	\$ 529.92

City staff recommendation is to authorize the purchase and implementation of the module for emailing utility bills. Signing up for email delivery of utility bills would be optional and not a forced change for residents. Staff will coordinate educational materials to be sent out should be feature be approved.

Respectfully submitted,
City Staff