



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 22, 2019
6:30 PM**

AGENDA

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comment (Please limit comments to 5 minutes)**
- 5. Consent Agenda**
 - A. Minutes
 1. July 8, 2019 City Council Meeting Minutes
 2. July 8, 2019 City Council Workshop Meeting Minutes
 - B. Claims
 - C. Reports
 1. Sheriff's Department Report
 2. Administrators Report
 3. Public Works Report
 4. Fire Department Report
 5. City Engineers Report
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 1. Administrative
 - a. Board of Directors Position – League of Minnesota Cities – City Administrator
 - b. Coldwater Crossing 8th Addition Extension Request
 - c. Carver County Multi-Hazard Mitigation Plan – Resolution 7.22.19.27
 2. Public Works
 - a. 2019 – 2020 Snow Removal Rates – Widmer Construction
 - b. Public Works Seasonal Position – Resolution 7.22.19.26
- 7. City Council Reports**
- 8. Other Business**
- 9. Upcoming Meetings & Events**

August 6, 2019 Planning Commission Meeting

August 6, 2019 National Night Out
August 12, 2019 City Council Meeting
August 13, 2019 Park Commission Meeting
August 26, 2019 City Council Meeting

10. For Your Information

- a. July 15, 2019 Park Commission/City Council Visioning Session Meeting Minutes

11. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – JULY 8, 2019

Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

PRESENT: Mayor Dodge, Council Members Boder, Butterfield, and McNeilly

ABSENT: Council Member Stieve-McPadden

STAFF: City Administrator McCallum, City Engineer Martini, Public Works Kuntz, and Deputy Clerk Gildemeister

ALSO PRESENT: Kayla Feige, Don Wachholz, Tom VonBerge, Barb Toland

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Butterfield to approve the agenda as presented. Motion Carried 4/0.

PUBLIC COMMENT

Barb Anderson Toland, 2506 Rocky Meadow Lane, informed Council that she received a code violation letter regarding parking on her grass. She stated that she has a child who needs 24-7 care and nursing staff needs to park in her driveway and the street 24-7. She asked the Council for consideration and allow her to park on the grass. Council directed Staff to arrange for Barb Anderson Toland to be on the agenda at a future Council Meeting for discussion on parking issues and variance process.

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Boder with a second by Council Member McNeilly to approve the Consent Agenda with changes to the Minutes of the June 24, 2019 Regular Council Meeting. Motion Carried 4/0.

1. Approve Minutes of the June 24, 2019 Regular Council Meeting.
2. Approve Claims for the Month of July 2019. Check numbers 22372 to 22393. E-check numbers 5299E to 5329E.
3. Approve Resolution 7-8-19-24 Mayer Rising Community Festival July 13, 2019.
4. Approve Resolution 7-8-19-25 2020 Carver County Assessor's Office Service Agreement.

COUNCIL REPORTS

- Council Member Boder passed on a resident complaint to City Administrator for follow up.
- Mayor Dodge thanked the Mayer Lions Club for their donation of \$1500.00 to the Mayer Fire Department.
- Mayor Dodge congratulated City Administrator McCallum on her appointment to the League of Minnesota Cities Board of Council.
- Mayor Dodge stated that the Mayer Rising Community Festival is still in need of volunteers.

ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield to adjourn the meeting at 6:45 p.m. Motion Carried 4/0.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – JULY 8 2019

Call Work Session to order at 6:46 p.m. by Mayor Dodge.

PRESENT: Mayor Dodge, Council Members Butterfield, Boder, and McNeilly

ABSENT: Council Member Stieve-McPadden

STAFF: City Administrator McCallum, City Engineer Martini, Public Works Kuntz, and Deputy Clerk Gildemeister

ALSO PRESENT:

1. **Discussion on Pond Maintenance Plan:** City Engineer David Martini addressed Council regarding ponds within the City limits and recommended the City consider a pond maintenance plan in correlation with the 2020 street projects. He informed Council that the City has 28 to 30 ponds to maintain and these ponds are close to 20 years old. Over time sediment deposited into the ponds builds up, and to his recollection, the ponds have not been dredged. He stated an evaluation of encroachments, such as vegetation, fencing, and accessory structures, into the easements should be done due to the possible difficulties in accessing ponds for maintenance. He recommended putting together a “scope of work” proposal and identify easements and how to get equipment to ponds.

Recommending the scope of work to be done in phases:

- a. **Accessing ponds**
- b. **Determine the amount of sediment in ponds**
- c. **Testing/Dredging**

Mayor Dodge stated that it is the responsibility of the City to maintain its ponds and it would be in the best interest of the City to have a policy in place for future maintenance.

2. **Discussion on Street Project 2020:** City Engineer David Martini provided Council with a review of the Pavement Management Plan discussed last August and asked for direction on whether to forward with the Street Project 2020 proposal. Council agreed it was time to move forward with the plan, however, would like to have further discussion on whether to assess the “reconstruction” projects and how to finance the “mill and overlay” projects. Council directed City Administrator to research “mill and overlay” policies, project numbers, and bring 1st phase and pond maintenance proposal back for further discussion.
3. **Discussion on Carver County Sheriff’s Department Contract 2020:** City Administrator presented the 2020 Carver County Sheriff’s Department Contract for discussion. The City’s 2019 contract currently employs a Full Time Equivalent Deputy (2080 hours) and a Community Service Officer (130 hours). The current level of policing is 5.36 hours per day, Monday-Friday, with a Deputy working an 8-hour schedule as well as vehicle costs and 130 hours CSO coverage. The proposed 2020 contract is structured based on maintaining the same levels of policing services and CSO coverage. Council discussed the idea of increasing hours per day/week for the Deputy Sheriff. Council Member Boder stated that the City doesn’t need to add hours but needs a mid-shift Deputy; a Sheriff that is around when the residents are around. After further discussion, Council supported a “different shift” coverage for the Deputy Sheriff and agreed not to consider the additional hour per day. Council also agreed to consider eliminating the CSO hours. Council directed Staff to acquire the CSO log reports and correspond with Deputy Sheriff Bengtson and Commander Moline for guidance on a mid-shift and weekend coverage.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:32 p.m.

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

DRAFT

ACCOUNTS PAYABLE LIST

July 22, 2019

Checks: 22394 - 22424 , 5330E - 5349E

22394	Bureau of Criminal Affairs	Background Check - Erik Strand - FD	\$15.00
22395	Kliver Consulting	WWTP Contract	\$900.00
22396	VISA -Janell	Office Supplies	\$461.38
22397	VISA - Maggie	Lodging - LMC Conference	\$293.80
22398	VOID	VOID	
22399	VISA - Kyle	Paint Sprayer, Spray Gun	\$1,223.87
22400	Carver County Attorneys Office	Prosecution Contract - Second Quarter	\$403.27
22401	Carverlink	Telephone - City Buildings	\$160.00
22402	Dennis Clark - FD	Officer Training Reimbursement	\$146.16
22403	Daves Mulch Store LLC	Mulch for Playgrounds	\$2,860.00
22404	Linnae Efraimson	Utility Reimbursement - Overpayment	\$132.32
22405	Flagship Recreation	Replacement Swings	\$1,235.84
22406	Gopher State One Call	Locates	\$121.50
22407	Grainger	Safety Sign/Danger Sign	\$77.50
22408	Bonnie and Douglas Hobbs	Utility Reimbursement - Overpayment	\$25.03
22409	James and Kim Jung	Utility Reimbursement - Overpayment	\$89.17
22410	Maetzold Homes	Landscape Escrow Reimbursement	\$2,500.00
22411	Mayer Lumber	Public Works/Fire Department Supplies	\$1,534.14
22412	Mini Biff	Potties - Parks	\$364.44
22413	Mobil	Gas - Parks, PW, FD	\$929.41
22414	Ethan and Brittany Moorhouse	Utility Reimbursement - Overpayment	\$202.68
22415	Municipal Development Group	Planning Services	\$447.50
22416	Quality Flow Systems Inc	Pump, Impeller	\$2,092.00
22417	R Home	Landscape Escrow Reimbursement	\$12,500.00
22418	Ratwik Roszak and Maloney	Legal Services	\$841.00
22419	Schneider Excavating	Strom Drain Repair - Bluejay Ave	\$3,175.00
22420	Dustin Schneider	Utility Reimbursement - Overpayment	\$157.87
22421	Ken and Jennifer Tufte	Utility Reimbursement - Overpayment	\$116.91
22422	USA Bluebook	Well #2 Dehumidifier	\$2,667.94
22423	Utility Consultants	Samples	\$40.00
22424	Gine and Randy Yarke	Utility Reimbursement - Overpayment	\$180.97

5330E	Security Bank	Returned Payment - Utility Billing	\$63.07
5331E	ADP LLC	Employee Payroll - June 9- June 22	\$6,854.78
5332E	ADP LLC	Employee Payroll Taxes- June 9 - June 22	\$2,845.20
5333E	Centerpoint Energy	Water Treatment Plant - Gas Utility	\$24.88
5334E	PERA	PERA Benefit - June 9-June 22	\$1,296.92
5335E	Centerpoint Energy	PW- Gas Utility	\$14.82
5336E	Centerpoint Energy	City Hall - Gas Utility	\$50.74
5337E	Centerpoint Energy	Fire Department - Gas Utility	\$23.22
5338E	Centerpoint Energy	WWTP - Gas Utility	\$72.63
5339E	Frontier	PW- Phone	\$114.29
5340E	Xcel Energy	Street Lights	\$1,727.66
5341E	MN Dept of Revenue	Sales and Use Tax- Quarterly	\$311.00
5342E	MN Dept of Labor & Industry	Building Report Surcharge - 2nd Quarter	\$908.75
5343E	McLoed Coop Power Assn	City Sign	\$36.78
5344E	McLoed Coop Power Assn	Street Lights	\$703.74
5345E	ADP LLC	Payroll Fee for ADP	\$96.16
5346E	ADP LLC	Council Payroll - 2nd Quarter	\$2,054.92
5347E	ADP LLC	Council Payroll Taxes - 2nd Quarter	\$980.49
5348E	ADP LLC	Employee Payroll - June 23-July 6	\$6,781.62
5349E	ADP LLC	Employee Payroll Taxes - June 23 - July 6	\$2,804.50
			<hr/>
			\$63,660.87



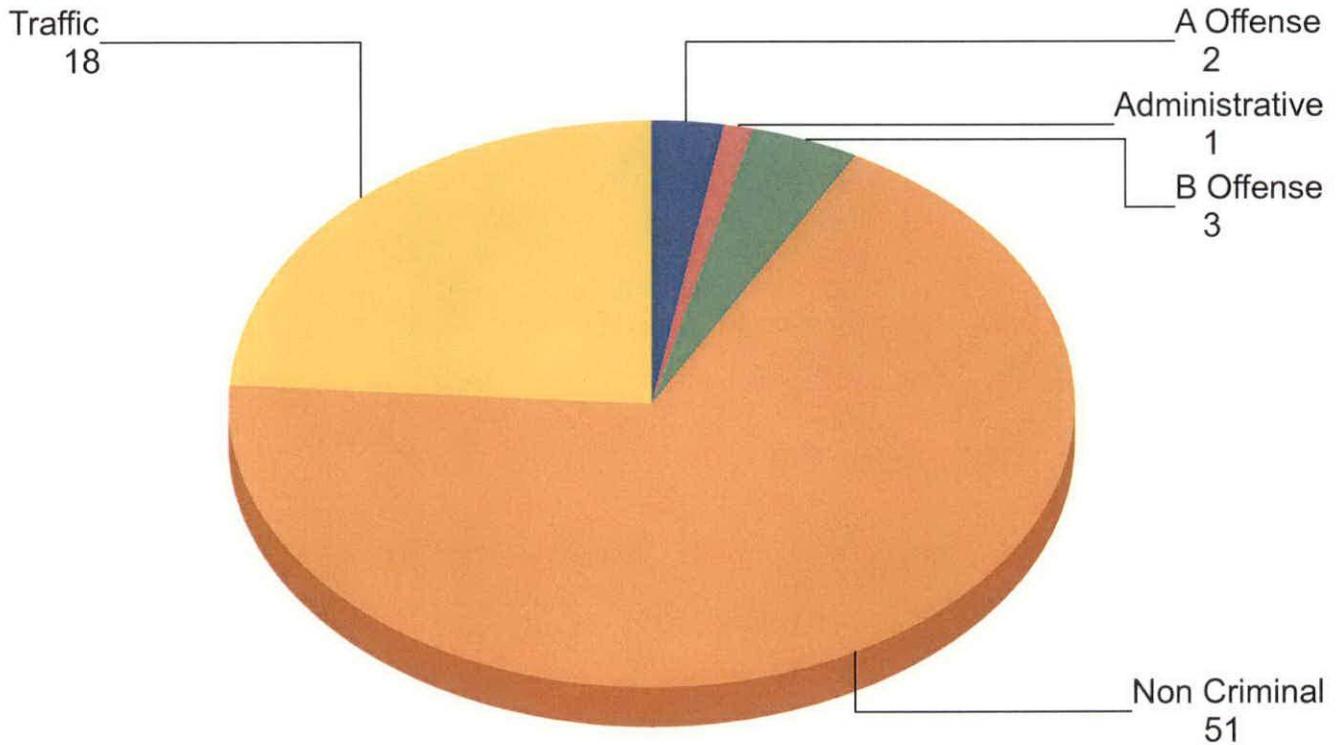
City of Mayer

June and YTD 2019



**Carver County Sheriff's Office
Monthly Calls for Service
From: 6/1/2019 To: 6/30/2019**

Mayer City



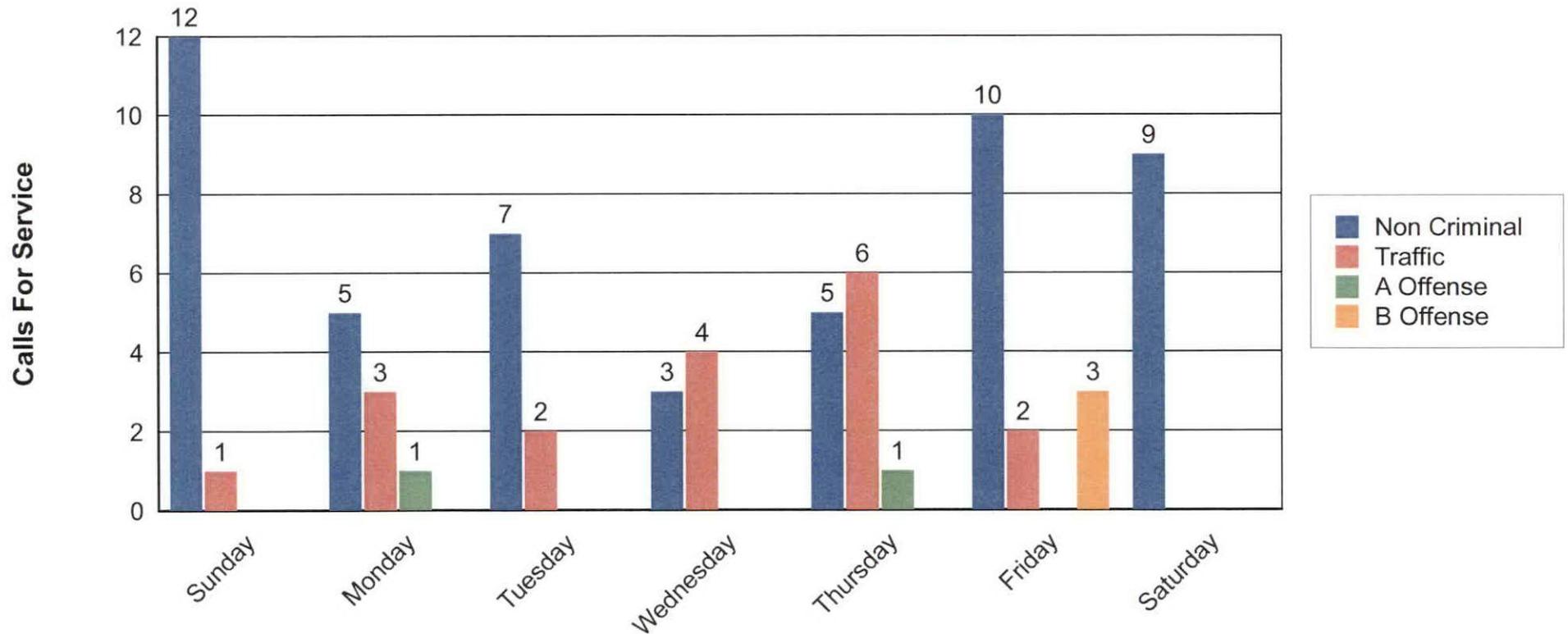
Total A Offense:	2
Total B Offense:	3
Total Non Criminal:	51
Total Traffic:	18
Total Administrative:	1

Total Mayer City: 75



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 6/1/2019 To: 6/30/2019

Mayer City

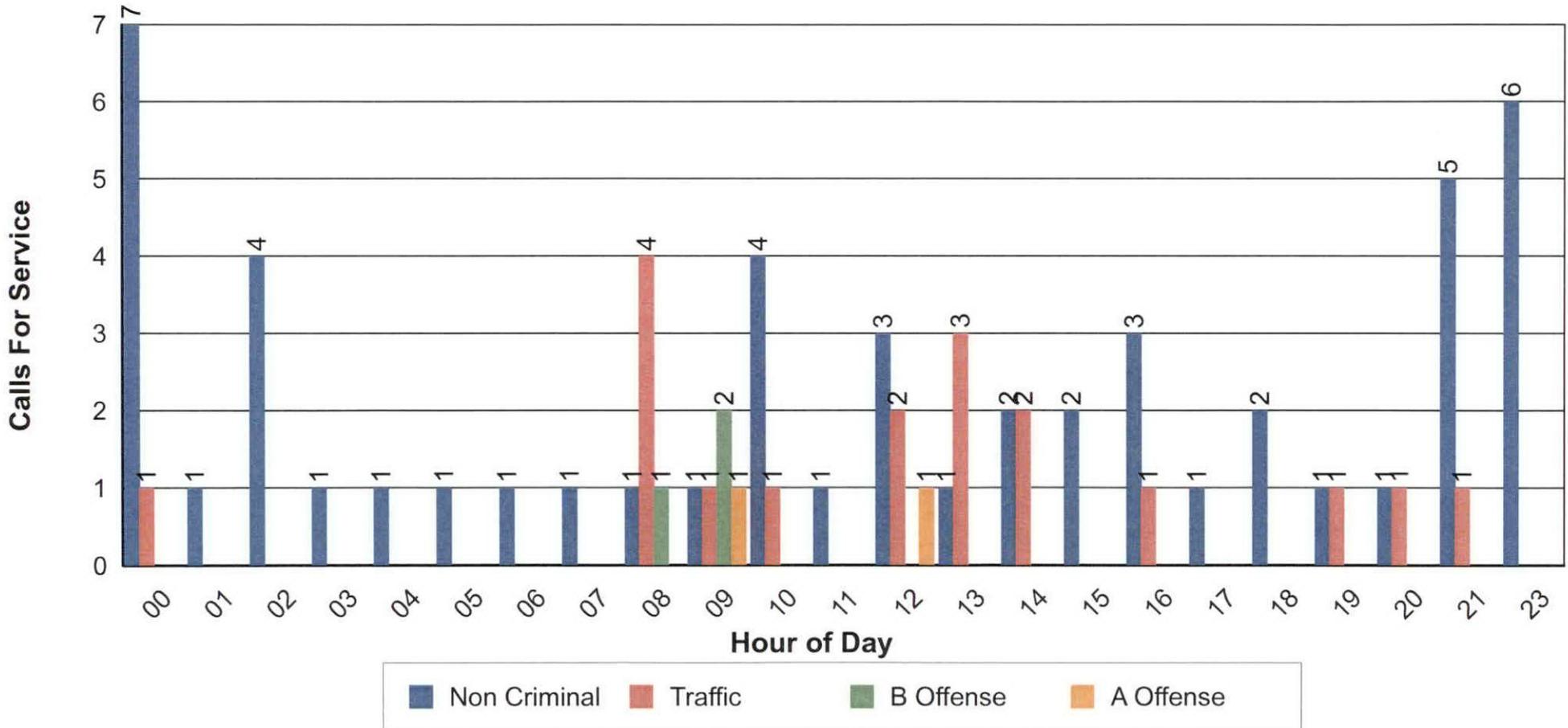


Total Mayer City: 74



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 6/1/2019 To: 6/30/2019

Mayer City



Total Mayer City: 74



**Carver County Sheriff's Office
Monthly Calls for Service
From: 6/1/2019 To: 6/30/2019**

Mayer City

Patrol

A Offense

Drug Violation	1
Theft	1
Total A Offense:	2

B Offense

Ordinances	3
Total B Offense:	3

Non Criminal

Misc Non-criminal	4
Alarm	2
Domestic	1
Abuse/Neglect (Info Only)	2
Medical	13
Assist Other Agency	2
Fire Call	3
Mental Health	1
Suspicious Activity	5
Open Door	16
Disturbance (Info Only)	2
Total Non Criminal:	51

Traffic

Traffic - Misc	2
Traffic Stop	12
Pd Accident	2
Driving Complaint	2
Total Traffic:	18

Total Patrol: 74

Administrative

Administrative

GunPermit-CarryRenew	1
Total Administrative:	1

Total Administrative: 1

Total Mayer City: 75



Carver County Sherff's Office
Arrest Summary
For: Mayer City
From: 6/1/2019 To: 6/30/2019

Mayer City

35A - Drug/Narcotic Violations

370 - Pornography/Obscene Material

90Z - All Other Offenses

Totals for Mayer City

Total Charges

Total Arrestees

Total Incidents

1

1

1

1

1

1

4

3

3

6

5

5



**Carver County Sheriff's Office
Verbal Warnings
From: 6/1/2019 to 6/30/2019**

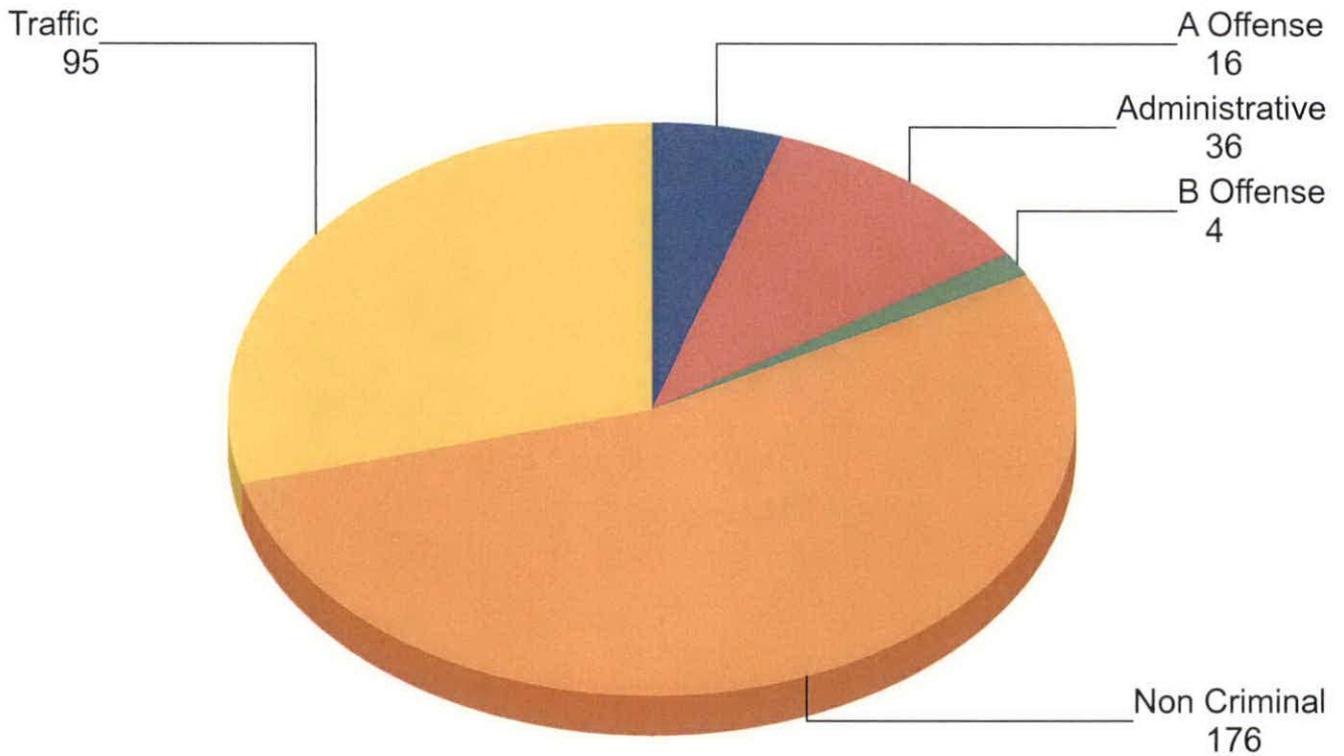
Mayer City

Traffic - Misc:	1
Traffic Stop:	10
Grand Total Verbal Warnings:	11



**Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2019 To: 6/30/2019**

Mayer City



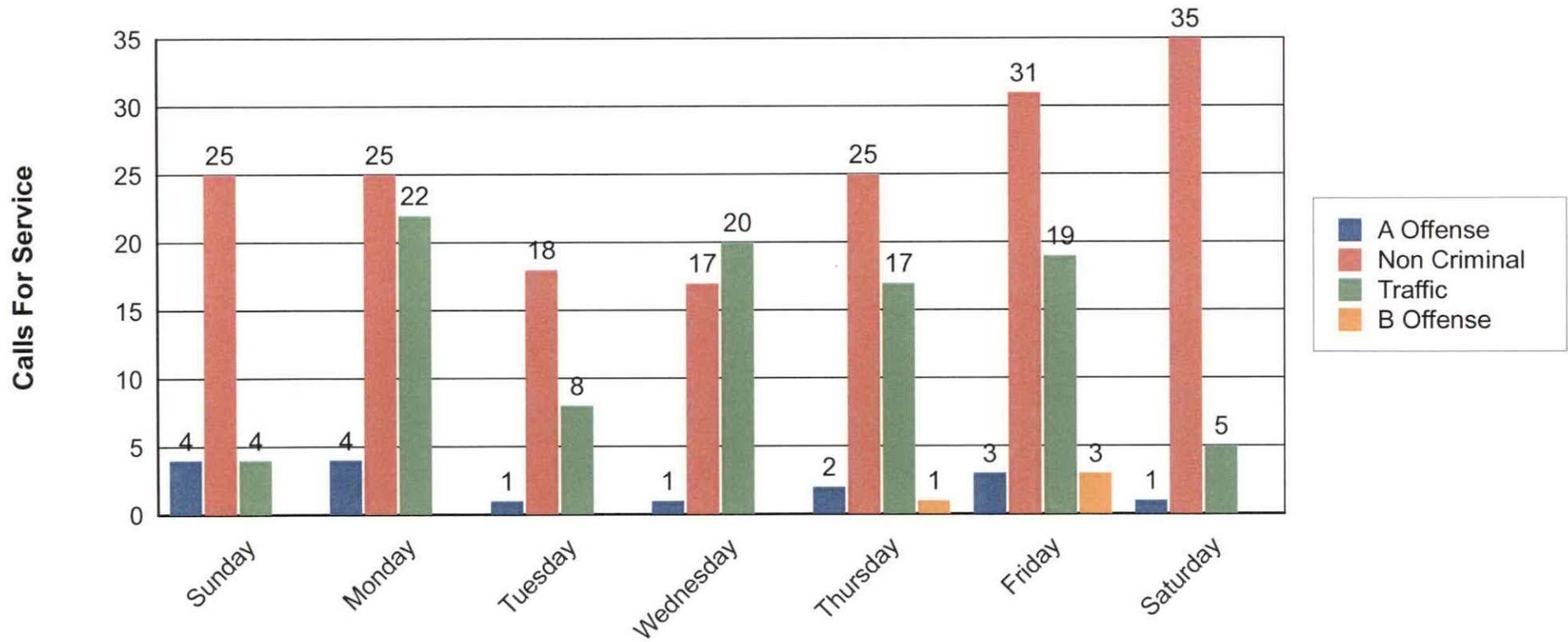
Total A Offense:	16
Total B Offense:	4
Total Non Criminal:	176
Total Traffic:	95
Total Administrative:	36

Total Mayer City: 327



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 1/1/2019 To: 6/30/2019

Mayer City

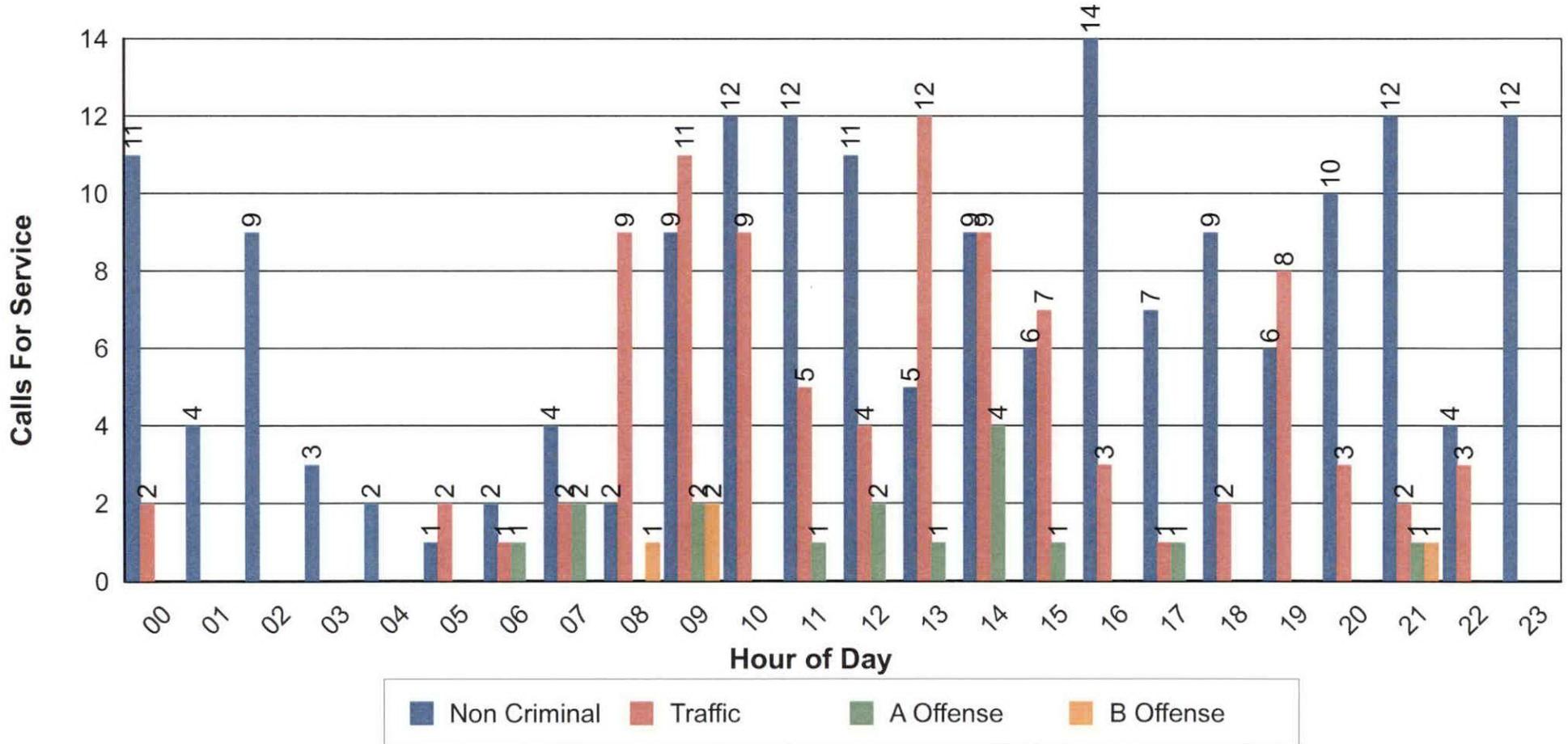


Total Mayer City: 291



**Carver County Sheriff's Office
 Hour of Day Analysis of Calls for Service
 Patrol Activity
 From: 1/1/2019 To: 6/30/2019**

Mayer City



Total Mayer City: 291



Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2019 To: 6/30/2019

Mayer City

Patrol

A Offense

Burglary	1
Drug Violation	2
Traffic - alcohol Rel	1
Pornography	1
Theft	7
Fraud	3
Vehicle Theft	1

Total A Offense: 16

B Offense

Ordinances	3
Runaway	1

Total B Offense: 4

Non Criminal

Misc Non-criminal	24
Unlock Vehicle/bldg	2
Alarm	6
Domestic	4
Missing Person	2
Abuse/Neglect (Info Only)	11
Animal	15
Medical	36
House Check	1
Assist Other Agency	3
Fire Call	9
Mental Health	1
Civil Process	1
Warrant Service	3
Suspicious Activity	31
Open Door	16
Disturbance (Info Only)	10
Child Custody Dispute	1

Total Non Criminal: 176

Traffic

Traffic - Misc	20
Traffic Stop	64
Pd Accident	5
Driving Complaint	6

Total Traffic: 95

Total Patrol: 291

Administrative

Administrative

GunPermit-Acquire	10
-------------------	----



**Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2019 To: 6/30/2019**

GunPermit-CarryNew	10
GunPermit-CarryRenew	9
GunPermit- Carry Late Ren	1
Rec Ck - Name Change	1
Rec Ck - Other Employ	1
Lic - Liquor	4
Total Administrative:	36

Total Administrative: 36

Total Mayer City: 327



Carver County Sherff's Office

Arrest Summary

For: Mayer City

From: 1/1/2019 To: 6/30/2019

	Total Charges	Total Arrestees	Total Incidents
Mayer City			
35A - Drug/Narcotic Violations	3	3	3
370 - Pornography/Obscene Material	1	1	1
90D - Driving Under the Influence	1	0	0
90G - Liquor Law Violations	1	0	0
90Z - All Other Offenses	4	3	3
Totals for Mayer City	10	7	7



Carver County Sheriff's Office Verbal Warnings From: 1/1/2019 to 6/30/2019

Mayer City

Animal:	2
Disturbance (Info Only):	2
Misc Non-criminal:	2
Traffic - Misc:	3
Traffic Stop:	48
Grand Total Verbal Warnings:	57

Administrator's Report

League of Minnesota Cities Conference – June 26- 28 in Duluth – I attended the League of Minnesota Cities Conference from Wednesday, June 26 – Friday, June 28, at the League of Minnesota Cities annual conference in Duluth. It was a good conference.

Code Enforcement – I have been doing code enforcement again over the last couple weeks. Mainly focusing again on educating residents on the code. I believe that we need to look into a code enforcement policy for consistency purposes.

Mayer Rising Community Festival – The festival was on July 13, 2019.

Park Commission/City Council Visioning Session – July 15, 2019. This meeting went really well. The Park Commission was able to present their ideas and vision for the parks to the Council. The Council provided good feedback to the Park Commission. It will be useful information as the Park Commission starts to prioritize the projects for the upcoming years.

Police Services – This has been going to the Council for review. Staff has been working to provide information to the Council regarding possibly increasing coverage on weekends and weekdays. This will go back to the Council for review.

Board of Directors – League of Minnesota Cities – I am excited to be appointed to a three year seat on the board of directors. It will be a good experience that will provide me with more insight into city issues in general and what can be done to combat those issues. I am excited to work on behalf of other cities, but also for the City of Mayer.

2020 Budget – I continue to work on the first draft of the 2020 Budget. At the July 22, 2019 meeting, the Council will discuss budget goals that I will take into consideration as I draft the budget.

USDA Loan – Fire Department – This will come to Council at the August 12, 2019 for an informational review on the project and to hold a public hearing for the application for the USDA Loan. The hearing would allow for public comment on the project. It would be one of the steps in submitting an application to the USDA for a potential loan to finance a new department facility. This is not a public hearing to accept the loan, but to submit the application.

Sincerely,
Margaret McCallum



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from June 21st (2019) to July 19th (2019)

Roads

- Started putting together a list of 2019 road repairs
- Repaired damaged catch basins on Hidden Crossing and West Creek Trail
- Started spraying curb lines, etc.
- Met with city engineer to discuss 2020 road project
- Trimmed trees at blind intersections and along Hwy 25
- Started chopping road sides and meadow areas

Parks

- Mowed and weed whipped all parks as needed
- Installed Omni Spin in West Ridge park
- Hauled and leveled 110 yards of playground mulch to West Ridge Park
- Installed new belt swings in all city parks
- Installed grills in West Ridge Park and Old Schoolhouse Park
- Obtained quotes and wrote a proposal for outfield fencing in Old Schoolhouse Park
- Attended park board meeting on 7/15/19

Water Treatment Facility

- Trouble shot issues with backwash pump VFD
 - Had to manually backwash filters
 - InControl came to repair the VFD
- Met with city engineer to discuss upcoming filter, well, and water tower projects
- Took water samples for Minnesota Department of Health
 - Took all MDH water samples to UPS store in Waconia to be shipped

Wastewater Treatment Facility

- Cleaned and calibrated DO probe on south aeration basin
- Replaced influent filters for blower room ventilation
- Replaced all outside intake filters for blowers

Lift Stations & Collection System

- Hydro Clean finished 2019 CIPP project
- Overline and Sons Inc. completed 2019 jetting and televising project

Miscellaneous

- Located all water, sewer, and storm water utilities where Jaguar Communications is installing the new fiber optic line
- Assisted with the Mayer Rising Community Festival
- Cleaned and organized public works building
- Attended council meeting on 6/24/19
- Attended council meeting on 7/8/19

Equipment

- Reached out to Mack and Towmaster about status of new plow truck (estimated completion date 12-31-19)
- Reached out to Ford about status of new F-350 (will arrive any day)

Date: July, 8, 2019

TO: MAYER CITY COUNCIL/CONTRACTING TOWNSHIPS
FROM: MAYER FIRE DEPARTMENT, ROD MAETZOLD – FIRE CHIEF

SUBJECT: FIRE REPORT FOR MONTH ENDING – 06/30/19

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
06/18/19	1952	Hollywood	Mutual Aid, New Germany; 3320 Co Rd 33	57

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
06/02/19	1027	Medical, 2468 River Bend Trail	16
06/07/19	1526	Smoke Alarm, 419 Bluejay Ave	8
06/07/19	2131	Smoke Alarm, 419 Bluejay Ave	13
06/08/19	0823	Medical, 208 Ash Ave N	16
06/08/19	1042	Medical, 1300 Drake Cove	13
06/08/19	1629	Medical, 2345 Coldwater Crossing	9
06/08/19	1826	Medical, 101 Canary Ave	10
06/11/19	1950	Medical, 208 Ash Ave N	15
06/14/19	1203	Medical, 2561 Coldwater Crossing	9
06/14/19	1503	Mutual Aid Watertown House Fire 320 Brown Cir	23
06/16/19	0626	Medical, 404 5th St NE	13
06/16/19	0755	Medical, 1227 Hidden Creek Blvd	14
06/16/19	0826	Possible Fire, 15575 Hwy 7	16
06/20/19	1347	Medical, 2308 Coldwater Crossing	7
06/22/19	0414	Medical, 120 4th St NE	15
06/24/19	0523	Lift Assist, 2308 Coldwater Crossing	10
06/27/19	1008	Lightning Strike, 121 Bluejay Ave	15
06/28/19	1158	Lift Assist, 113 Bluejay Ave	6

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 06/30/19

06/03/19	Regular Meeting
06/10/19	Group Training- boat rescue
06/17/19	Regular Training – hose testing
06/20/19	Burning Permit Training
06/20/19	Tim Walsh Retirement from Carver County Dispatch/Emergency Services
06/24/19	Officers Meeting



MEMORANDUM

Date: July 16, 2019
To: Mayer City Council
From: David Martini
Subject: Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk worked on during the June billing period:

Miscellaneous Engineering

Miscellaneous engineering included the following:

- Hidden Creek and Cold Water Crossing Lot Survey Reviews.
- Potential 5th Street Lot Development.
- Reviewing broken sidewalk due to new home construction in Cold Water Crossing.
- Wetland restoration coordination and conservation easement.
- Address Map Updates.
- Work with staff to write an Intended Use Permit Letter for the Water Treatment Plant.
- Public Works Meeting and Coordination.
- WINS Survey Update.
- Review miscellaneous drainage issues in Hidden Creek, Cold Water Crossing, and Fieldstone.
- Review Children at Play Sign Request.

12.5 hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of **\$1,337.50**.

Comprehensive Plan Support

During the billing period, time was spent on ongoing comment review and revisions to the sanitary sewer, transportation, and land use plans.

Sanitary Sewer Improvements

During the billing period, time was spent reviewing submittals from Hydo-Klean and reviewing construction operations.

Hidden Creek 7th Addition

During the billing period, time was spent reviewing the project for City acceptance. Time was also spent reviewing erosion control and repairing a patch in the pavement.

Cold Water Crossing 7th Addition

During the billing period, time was spent reviewing the project for City acceptance. Time was also spent reviewing erosion control and paving of the wear course.

West Ridge Park

During the billing period, time was spent reviewing location options for new parking and reviewing costs. Time included attendance at the June Park Board Meeting.



Request for Council Action Memorandum

Item: Board of Directors Position – League of Minnesota Cities – City Administrator

Meeting Date: July 22, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and discuss the appointment of the City Administrator to the League of Minnesota Cities Board of Directors Position. To discuss support for the appointment.

Details:

The City Administrator applied to be appointed to the League of Minnesota Cities Board of Directors for a three-year term (July 2019 – July 2022).

The League of Minnesota Cities is a membership organization dedicated to promoting the excellence in local government. The League serves its more than 800 member cities through advocacy, education, training, policy development, risk management, and other services.

League Mission

The League of Minnesota Cities promotes excellence in local government through effective advocacy, expert analysis, and trusted guidance for all Minnesota Cities.

League Vision

We envision a future for Minnesota and the League where:

1. All cities are thriving, taking advantage of new opportunities, and successfully meeting ongoing challenges.
2. The League continues to provide premier service to its members, and is recognized as the trusted, authoritative, and unified voice on issues affecting cities.

History of the League

The League of Minnesota Cities was founded in 1913 by a special law passed by the Minnesota Legislature. It was initially a part of the Extension Division of the University of Minnesota. In 1974, the League became an independence organization. Today, the League's membership includes cities and their elected and appointed officials, as well as a number of special municipal districts and townships.

Serving on the League of Minnesota Cities Board

The League Board is made up of elected and appointed member city officials. Board members have set expectations for collective and individual Board serve through the League's Governance Handbook. Members and officers are elected at the League's Annual Conference based on a slate of candidate recommended by a nominating committee.

Meetings of the League Board of Directors are generally held on the third Thursday of the month. Meetings are held at the League, unless otherwise noted, and begin at 11:30 a.m.

Meetings of the board are mandatory. Conferences are optional.

The League does mileage reimbursement.

Attachments:

LMC Board of Directors 2019 Calendar

LMC Board of Directors Handbook

2019 Board of Directors Meeting Calendar

JANUARY	17th - Board of Directors Meeting at 11:30am followed by LMC's Winter Party.
	26th - 27th - Experienced Officials: 2018 Leadership Conference and Newly Elected Officials: 2018 Leadership Conference in Brooklyn Park.
FEBRUARY	15th - Big 4 Meeting. Host AMC at AMC building.
	20th - Board of Directors Meeting at 11:30am followed by joint LMC/LMCIT Board Dinner at 7:00
MARCH	8th - Executive Directors Meeting at 11:00am
APRIL	8th - Finance Committee Meeting at 12:30pm - conference call
	18th - Executive Committee Meeting at 9:30am with Lisa Negstad
	18th - Board of Directors Meeting at 11:30am.
	24th - Finance Committee Meeting at 12:30pm - in person
MAY	8th - Executive Committee Meeting at 2:00pm with Dave Unmacht and Lisa Negstad followed by Executive Committee Meeting and Dinner
	23rd - Board of Directors Meeting at 11:30am. Recognition of outgoing board members and dinner.
JUNE	7th - Big 4 Meeting. Host MSBA at their offices
	20th - Finance Committee Meeting at 9:00am - in person
	26th - 28th. Annual Conference in Duluth. No board meeting or dinner.
JULY	17th - New Board Member Orientation. Followed by optional dinner at Cosetta
	18th - Orientation continues in morning with Staff Meet & Greet at 10:00am. Board of Directors Meeting at 11:30am.
AUGUST	15th - Board of Directors Meeting at 11:30am.
SEPTEMBER	11th - 13th - Board of Directors Retreat in Duluth.
	25th - Thief River Falls Regional Meeting
	26th - Perham Regional Meeting
	27th - Big 4 Meeting. Host MAT at League Building.
	3rd - Eveleth Regional Meeting
	9th - Benson Regional Meeting

OCTOBER	10th - Sleepy Eye Regional Meeting
	16th - Waite Park Regional Meeting
	17th - Board of Directors Meeting at 11:30am.
	20th - 23rd - ICMA in Nashville
	30th - Spring Valley Regional Meeting
NOVEMBER	7th - Board of Directors Meeting at 11:30am.
	14th - Metro Regional Meeting
	20th - 22nd - NLC City Summit in San Antonio
DECEMBER	12th - Board of Directors Meeting at 11:30am. Big 4 Meeting (hosted by LMC at Humphrey Institute and LGIA Award

The League of Minnesota Cities

Governance Handbook

*Initially adopted by the LMC Board of Directors
October 1, 2004*

*Amended August 11, 2005
Amended May 22, 2014*

TABLE OF CONTENTS

I. Governance Principles 1

II. Role of the Board 2

III. Role of an Individual Board Member 3

IV. Role of Members Serving in Designated Seats 7

V. Role of the League President 8

VI. Role of the League First Vice President &
Second Vice President 10

VII. Role of the League Immediate Past President 11

I. GOVERNANCE PRINCIPLES

- A. The Board governs the League with the best interests of all Minnesota cities as its first priority. In conducting its business, the Board maintains a focus on the mission of the League.
- B. The Board commits to conducting its business adhering to the highest ethical, legal, and fiduciary standards.
- C. A spirit of openness, candor, and mutual respect for the input and opinions of others are critical to the Board's ability to govern effectively. Board members are expected to spend the time necessary to attend meetings and come prepared and informed on the issues.
- D. Board members may serve on the Boards or as officers of other organizations that adopt legislative policies. However, because of the significant potential for incompatibility, persons applying for or holding an officer or chair position, serving on an executive committee, or otherwise serving as an official spokesperson for another organization that adopts legislative policies should not hold the position of League President, First Vice President, Second Vice President, or Immediate Past President.
- E. Board members are expected to respect the President's role as the elected head of the Board. The President has a unique responsibility to maintain an open, candid and productive relationship with the Executive Director. Board members are encouraged to communicate directly with the Executive Director on any issue, though they are expected to act in ways that do not interfere with the President's role as the primary liaison between the Board and the Executive Director.
- F. Board members are expected to actively participate as needed on Board committees and task forces. Attendance at committee and task force meetings is as important as attendance at Board meetings.

II. ROLE OF THE BOARD

A. In addition to duties set forth in the constitution, the Board is expected to fulfill the following roles:

- 1) Determine and uphold the League's mission.
- 2) Hire, support and assess the Executive Director.
- 3) Authorize League staff positions.
- 4) Ensure an effective strategic planning process.
- 5) Ensure adequate resources.
- 6) Develop, monitor and strengthen the League's programs and services.
- 7) Enhance the League's reputation through advocacy and action.
- 8) Ensure legal and ethical integrity, maintain accountability and exercise fiduciary oversight.
- 9) Recruit new Board members as needed to support the League's nominations process and orient new Board members after they are elected.
- 10) Create and eliminate committees and task forces as appropriate.
- 11) Assess the Board's performance.
- 12) Provide for leadership continuity.

III. ROLE OF AN INDIVIDUAL BOARD MEMBER

A. General Expectations

- 1) Know the League's mission, purpose, goals, policies, programs, services, strengths, and needs.
- 2) Perform duties of Board membership responsibly, and with energy and enthusiasm.
- 3) Be an active advocate on League legislative policies to his or her legislative delegations, and to other policymakers as appropriate.
- 4) Participate in the League's nominations process as needed and assist in identifying strong candidates for Board positions.
- 5) Approach all issues with an open mind, objectively evaluating all input and information.
- 6) Remain informed about trends in the field of municipal government.
- 7) Bring good will and a sense of humor to the Board's deliberations.
- 8) Serve in leadership positions and undertake special assignments willingly and enthusiastically.
- 9) Board members are expected to conduct themselves in their personal professional life in a manner that does not reflect poorly on the League or on themselves as leaders of the organization.

B. Meetings

- 1) Prepare for and participate in Board meetings. (Pursuant to the League's Constitution, the League Board may declare a member's seat vacant after 3 consecutive absences or 4 absences in any 12-month period, commencing July 1.)
- 2) Willingly serve on committees and task forces as needed.

- 3) Actively participate in Board and committee discussions consistent with your knowledge, conscience and convictions.
- 4) Maintain confidentiality of the Board's executive sessions and protect the disclosure of private and confidential information.
- 5) Suggest agenda items periodically for Board and committee meetings to ensure that significant, policy-related matters are addressed.

C. Decision-making

- 1) Each Board member is expected to be actively involved in Board discussions. Board members must share their opinions, listen to the opinions of others, and make an effort to see the issue from the variety of perspectives other Board members may bring. If a Board member holds a view that has not been voiced, it is his or her obligation to share that view during the Board meeting – not simply before or after the meeting.
- 2) Any Board member who believes that he or she has a financial conflict of interest on any decision must disclose such a conflict to the Board before discussion begins and recuse himself or herself from the discussion and the vote. For purposes of this Handbook, a conflict of interest is a known transaction or relationship which presents or may present a conflict between a Board member's obligations to the League and the Board member's personal, business, or other interests, including a Board member's duty to the city of which the Board member is an elected or appointed official.
- 3) In deciding how to vote, Board members are expected to take into account the collective interests of all Minnesota cities and to vote what they believe to be the common interest – in other words, to vote on Board actions with the best interests of all Minnesota cities in mind.

After a vote is taken, unless the decision violates his or her core values, each Board member is expected to support the majority decision of the Board. In all circumstances, regardless of how the individual Board member voted or his or her personal view of the Board's decision, he or

she is expected to fully describe and accurately characterize the Board's discussions and the rationale behind the outcome of League deliberations.

D. Speaking on League Board Matters

- 1) If it is asked or inferred that an individual Board member speak on behalf of the League, Board members should defer to the President and other official spokespersons or refer to official League policies and positions.
- 2) Board members are expected to be available as needed, within reason, to testify or otherwise advocate for the League's official positions at the Minnesota Legislature, and they must not actively speak against the League's position. However, those Board members serving in designated seats by virtue of their roles as officers of other city organizations are allowed to fulfill their obligations as spokespersons for those other organizations, though it is expected that their advocacy will entail speaking for that organization's position and not actively speaking against the League's position.

E. Relationship with Staff

- 1) Provide advice and support to the League's Executive Director.
- 2) Avoid asking for special favors of the staff, including special requests for extensive information, without prior consultation with the Executive Director or President.

F. Managing Conflicts

- 1) Serve the organization as a whole rather than any special interest group or constituency.
- 2) Maintain independence and objectivity and do what a sense of fairness, ethics, and personal integrity dictate.
- 3) Except in limited circumstance permitted under Minnesota law, never accept (or offer) favors or gifts from (or to) anyone who does business with the League.

G. Accountability and Fiduciary Responsibilities

- 1) Exercise prudence with the Board in the control and transfer of funds.
- 2) Read and understand the organization's financial statements and otherwise help the Board fulfill its fiduciary responsibility.

IV. ROLE OF MEMBERS SERVING IN DESIGNATED SEATS

Purpose of Designated Seats

The purpose of designated seats for certain organizations serving metro-area cities, greater Minnesota cities, and small cities, as well as the cities of Minneapolis and St. Paul, is to ensure that the diverse perspectives of Minnesota cities are fully and continually reflected in Board deliberations. These Board members are encouraged and expected to bring to Board deliberations their own views and those of the entities that recommended them. However, as a League Board member, each of these individuals has the preeminent responsibility and duty to govern and make decisions based on what they believe to be in the best interest of all Minnesota cities.

Expectations

- The expectations and obligations of Board members serving in designated seats are identical to those of other Board members, as delineated in the Governance Principles, Role of the Board and the Role of an Individual Board Member, with the sole variation being that identified in Part III, Section D.2. of this Governance Handbook.
- Those Board members designated for Board service by affiliate organizations are expected to be a two-way communication conduit between the League and those organizations.

V. ROLE OF THE LEAGUE PRESIDENT

- A. Ensure that the Board and individual Board members fulfill their responsibilities for the governance of the League and adhere to the Board's Governance Principles.
- B. Serve as a lead spokesperson for the League and ensure that Board actions are effectively communicated. The President has an even greater responsibility than other Board members to support and defend Board actions and to not deviate by conveying individual views or dissent.
- C. Serve a central role in the League's lobbying efforts.
- D. Serve as a primary representative of the League at League events and other member activities.
- E. Be a partner to the Executive Director in helping to achieve the League's mission. Provide support and encouragement to the Executive Director. Facilitate an annual review of the Executive Director's performance and compensation, in cooperation with the Board's Personnel Committee.
- F. Facilitate a productive, mutually respectful relationship between the Board and staff.
- G. Chair meetings of the Board, ensuring that the Board functions effectively, interacts with staff optimally, and fulfills all of its duties, including reaching timely decisions. In leading discussions, work to ensure that all members participate and that all points of view are fully expressed before a vote is taken. Discuss with the Executive Director his or her suggestions related to Board agenda items.
- H. Chair the Executive Committee and report back to the Board on Executive Committee actions and activities.

- I. Ensure that a well-functioning nominations and elections process is in place for new Board members.
- J. Serve as a liaison between the Board and Executive Director and communicate to the Board any concerns that may arise.
- K. Ensure that processes are in place to continually evaluate the pace, direction, and organizational strength of the League.
- L. Ensure periodic evaluation of the Board's governance, including its structure, membership and overall functioning, in cooperation with the Governance Committee.
- M. Take a leadership role in ensuring leadership succession plans for the Board and Executive Director.
- N. Fulfill such other assignments as the President and Executive Director agree are appropriate and desirable for the President to perform, consistent with Board policy or direction.
- O. Appoint members of Board committees and task forces.
- P. Preside at the annual business meeting and all other meetings of the League. The President may designate others to preside instead.
- Q. Appoint League representatives to such non-League committees as may be appropriate.
- R. Represent the League to the National League of Cities as appropriate and needed.

VI. ROLE OF THE LEAGUE FIRST VICE PRESIDENT & SECOND VICE PRESIDENT

- A. Fulfill any delegable roles and responsibilities of the President as requested by the President. In the absence of the President, the First Vice-President shall act as President. In the absence of both the President and the First Vice-President, the Second Vice-President shall act as President.
- B. Commit significant effort toward learning League programs, services and responsibilities in active preparation for succession to the office of League President.
- C. Fulfill all roles and responsibilities of individual board members in an exemplary manner.
- D. Assist in leadership of the organization.
- E. Act as primary spokespersons for the League.
- F. Serve as members of the Executive Committee.
- G. In the case of the First Vice President, chair the Finance Committee.
- H. In the case of the Second Vice President, serve as chair of the 4M Fund Advisory Committee.

VII. ROLE OF THE LEAGUE IMMEDIATE PAST PRESIDENT

- A. Serve as a member of the Executive Committee.
- B. If possible, chair the League Nominating Committee.
- C. Serve as a member of the League Governance Committee.
- D. Fulfill any delegable roles and responsibilities as requested by the President.



Request for Council Action Memorandum

Item: Coldwater Crossing 8th Addition Extension

Meeting Date: July 22, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and discuss allowing an extension for the Coldwater Crossing 8th Addition review for the final plat, final planned unit development plan and right of way vacation.

Details:

In July 2018, Coldwater X, LLC initiated the review process with the City of Mayer for the Coldwater Crossing 8th Addition in the Coldwater Crossing Development.

Approval of the preliminary plat and preliminary planned unit development for Coldwater Crossing 8th addition are set to expire on September 10, 2019. Coldwater X, LLC is asking for a one year extension to allow for the maintenance and approval of those documents to be good through September 10, 2020.

Coldwater X, LLC is also giving the City of Mayer the authority of extent the review deadline for the final plat and final planned unit development planned for the 8th addition and the right of way vacation of Park Point to April 1, 2020.

The developer is aware of the additional items needed and required to be submitted or finalized by the applicant in order for the City Council to take action on the application requests.

Attachments:

Letter from Coldwater X, LLC development Jude Lague.

July 11, 2019

Margaret MacCallum
City of Mayer
413 Bluejay Avenue
Mayer, MN 55360

Re: Coldwater Crossing 8th Addition final plat, final planned unit development plan and right of way vacation review extension

As owner of Coldwater X, LLC, I am giving the City of Mayer the authority to extend the review deadline for the final plat and final planned unit development plan for Coldwater Crossing 8th Addition and the right of way vacation for Park Point to April 1, 2020. I am fully aware of what additional items are required to be submitted or finalized by the applicant in order for the City Council for the City of Mayer to take action on these application requests.

At this time I am also asking for an additional one year extension on the preliminary plat and preliminary planned unit development approvals for Coldwater Crossing 8th Addition. These approvals currently would expire on September 10, 2019 and the one year extension would allow the approvals to be good through September 10, 2020. I do understand the preliminary plat extension needs to be approved by the City Council.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jude Lague', with a long horizontal flourish extending to the right.

Jude Lague, Chief Manager
Coldwater X, LLC



Request for Council Action Memorandum

Item: Adoption of the Carver County All-Hazard Mitigation Plan

Meeting Date: July 22, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and discuss the adoption of Resolution 7.22.19.27 adopting the Carver County All-Hazard Mitigation Plan.

Details:

The City of Mayer has participated in the hazard mitigation process as established under the Disaster Mitigation Act of 2000.

The Disaster Mitigation Act of 2000 establishes the framework for the development of multi-jurisdictional County Hazard Mitigation Plan.

The Act requires that the planning process for the County Plan requires public involvement and local coordination among neighboring local units of government and businesses.

The Carver County Plan includes risk assessment including past hazards, hazards that threaten the county, an estimate of structures at risk, a general description of land uses and development trends.

The Plan includes mitigation strategies including goals and objectives and an action plan identifying specific mitigation projects and costs.

The Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Carver County will maintain public participation and coordination.

The Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and Federal Emergency Management Agency for review and comment.

The Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants.

The City of Mayer participated in the planning process and therefore may choose to adopt the county plan.

Attachments:

Resolution 7.22.19.27

(the All Hazard Mitigation Plan is available on the County website at www.co.carver.mn.us) search Hazard Mitigation Plan.

**RESOLUTION 7.22.19.27 OF THE CITY OF MAYER
ADOPTION OF THE
CARVER COUNTY ALL-HAZARD MITIGATION PLAN**

WHEREAS, the City of Mayer has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Carver County Plan includes a risk assessment including past hazards, hazards that threaten the county, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Carver County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Carver County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Carver County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Carver County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional plan and cities that participated in the planning process may choose to also adopt the county plan.

NOW THEREFORE BE IT RESOLVED that the City of Mayer supports the hazard mitigation planning effort and wishes to adopt the Carver County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted on the 22 day of July, 2019.

Mike Dodge, Mayor

Attest:

City Administrator, Margaret McCallum



FEMA

June 14, 2019

Ms. Jennifer Nelson
Homeland Security and Emergency Management
Minnesota Department of Public Safety
444 Cedar Street, Suite 223
Saint Paul, MN 55101

Dear Ms. Nelson:

Thank you for submitting the Carver County Multi-Hazard Mitigation Plan for our review. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Carver County plan met the required criteria for a multi-jurisdiction hazard mitigation plan. Formal approval of this plan is contingent upon the adoption by the participating jurisdictions of this plan. Once FEMA Region V receives documentation of adoption from the participating jurisdictions, we will send a letter of official approval to your office.

We look forward to receiving the adoption documentation and completing the approval process for Carver County.

If there are any questions from either you or the communities, please contact Cadence Peterson at (202)531-0646 or at cadence.peterson@fema.dhs.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Duane Castaldi".

Duane Castaldi
Acting Chief, Risk Analysis Branch
Mitigation Division

Attachment: Local Mitigation Plan Review



Request for Council Action Memorandum

Item: 2019 – 2020 Widmer Construction Snow Removal Rates

Meeting Date: July 22, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review the snow removal rates provided by Widmer Construction for 2019- 2020 season.

Details:

New Plow Truck - Status

In 2018, the City Council held several meetings to discuss and review bringing snow plowing in-house; to be performed by the Public Works Department.

Historically, the City has contracted out the services to be performed. Widmer Construction has performed this service for over a decade.

Staff compiled and presented information on the cost snow removal over the past 15 years and why it would be cost effective to bring services in-house now that the City has the staff to do the work.

The estimated cost for a new plow truck was about \$225,000.

After much discussion between Council and staff, at the November 26, 2018 City Council meeting, the Council approved the purchasing of the snow plow from Nuss Truck and Equipment in the amount of \$102,255.87 and the plow equipment from Towmaster Truck Equipment in the amount of \$111,291.00 for a total of \$213,546.87.

The Public Works Department put in the order on November 28, 2018.

They followed up on February 5, 2019 with the company and everything was on schedule.

In July 2019, the City was notified that due to the high demand for new trucks and imposed tariffs on steel and other parts, the processing of orders fell behind by two to three months and that the City of Mayer's truck may not be complete until December 31, 2019.

Staff has talked with the contractors and has stressed the importance of an earlier completion date if possible.

Back Up Plan

The Public Works Committee met on July 15, 2019 to discuss a backup plan. The plan included reaching back out to Widmer Construction to see if they were still interested in providing services to the City of Mayer for the 2019 – 2020 season.

Widmer Construction agreed to provide rates for the 2019-2020 season:

Equipment:	Hourly Rate
Bobcat	\$180/hour
Single Axle Plow/Wing/Sander	\$180/hour
Payloader/Plow	\$180/hour
Tandem Truck/Hauling	\$125/hour
Pickup/Plow	\$125/hour

The 2017- April 2019 rates were as follows:

Equipment	Hourly Rate
Bobcat	\$155.00
Single Axle Plow/Wing/Sander/10 foot with Wing	\$155.00
Payloader/Plow	\$155.00
Tandem Truck/Hauling	\$115.00
Pickup/Plow	\$95.00

The previous contract was for 2017 – April 2019.

Staff is recommending moving forward with drafting a 2019 – 2020 contract with Widmer Construction. The Contract would be similar to the previous contract (see attached).

Attachments:

- Proposed 2019 – 2020 Rates
- 2017-2019 Widmer Contract with City of Mayer

CITY OF MAYER
AGREEMENT FOR STREET SNOW REMOVAL

1. PURPOSE/INTENT

A. Street Snow Removal.

The purpose of this Agreement is to provide the City of Mayer, 413 Bluejay Avenue, Mayer, MN 55360 (hereinafter called "CITY") and Widmer Construction LLC (hereinafter called "CONTRACTOR") with a mutually acceptable agreement to provide planned and emergency scheduled snow removal operations on local city streets and roadways within the City of Mayer, Minnesota.

B. Routes.

This Agreement is for the Contractor to provide for snow removal operations for all of the city street of the City according to the City of Mayer Snow Plowing/Ice Control Policy (Attached as Exhibit A).

Exhibit A is provided only as a reference to the location and approximate scope of the snow removal services required under this Agreement. The City has the right to expand, decrease or modify the designated routes (Exhibit A) without prior notice to the Contractor and without affecting any condition or provision contained within this Agreement including compensation.

C. Administration.

This Agreement is entered into with the City Council of the City and shall be administered by the Public Works Department and under the direct operation and supervision of a designated Public Works representative. The Contractor shall take direction from the designated representative as to specific plowing instructions.

D. Street Snow Removal Policy.

The City's snow removal policy requires the removal of snow from face to curb to face to curb (F-F) of all local streets, road, and cul-de-sacs after the accumulation of one (1) or more inches of snow.

It is the intention of the City to retain the services of the Contractor for each snow fall requiring the removal under the City current Snow Removal Policy. However, the City cannot and will not guarantee a minimum number of work hours for any snow removal operation or number of operations.

E. Mail Box Repair Policy and Sod Repair Policy

The Contractor shall follow and adhere to the guidelines presented in the City's Mail Box Repair Policy and Sod Repair Policy. (Exhibit C).

2. LENGTH OF AGREEMENT

- A. This Agreement is limited to the snow removal season commencing November 15, 2017 and ending April 15, 2019. However, this Agreement is subject to the right of the City to review the performance of the Contractor after each snow removal season and to determine if the Agreement should be continued for another snow removal season. The City will notify the Contractor of its decision by June 15th of each year.
- B. This Agreement may be terminated for good cause, including failure to perform in accordance with the terms of this Agreement, by the City during the Agreement period subject to written notice being sent to the Contractor by certified mail, return receipt requested at the address set forth on the Contractor's bid form attached as Exhibit B.

3. EQUIPMENT AND RATES

- A. The Contractor shall provide the equipment set forth on the Contractor's bid form attached as Exhibit B and the City shall pay the Contractor the hourly rates for actual hours worked as set forth on the Contractor's bid form attached as Exhibit B.
- B. Accessories and Safety Equipment.
All vehicles shall be properly equipped and outfitted to meet all local, county, state and federal laws required for on-the-road emergency snow removal operations. They shall provide the operator with full visibility in all directions and shall have a back-up warning system. The operator's cab shall be fully enclosed and properly equipped with all equipment necessary to allow for the efficient and safe operation of that vehicle. The City reserves the right to reject, at any time, without notice to the Contractor, any vehicle that does not appear to comply with all rules or regulations required for over-the-road snow removal operation. Rejection of vehicle acceptability will also take into consideration the condition and limitations of operation of the vehicle or its accessory equipment.

4. OPERATION AND MAINTENANCE

- A. Operator.
The Contractor shall ensure that the operator, provided with each piece of equipment, is fully trained and properly licensed with the State of Minnesota to operate the bid vehicle or any anticipated replacement. The Contractor shall make every effort possible to ensure that the same operator performs the snow removal operation during the length of the Agreement.
- B. Parts and Fuel.
The hourly rates contained herein shall cover all operation and maintenance expenses including, but not limited to, fuels, lubricants, supplies and support services. It shall also include depreciation on the vehicle and related equipment including the repair,

maintenance, and replacement of all materials and supplies including cutting edges and tire chain cross links. It shall also include all labor, tools, and equipment necessary for making any and all repairs or replacement which may be necessary to keep and maintain the machine and all parts thereof in proper and safe working order and serviceable repair.

C. Storage.

The Contractor shall assume all responsibility and costs associated with maintaining proper and necessary protection/shelter/storage for both the vehicle and operator.

5. HOURLY RATES

A. Operators.

All hourly rates shall include full operation by a qualified operator.

B. Quantities.

All rates shall be on an hourly basis and shall be rounded to the nearly 0.1 (tenth) hour.

C. Premium/Overtime.

No premium calculation or additional adjustment shall be given to the rates for any hours worked regardless of day, date, time of day or consecutive hours worked in any given snow removal operation or calendar week unless specifically provided for in this Agreement.

6. PERFORMANCE REQUIREMENTS

A. Personnel.

The Contractor shall provide the City with the name, address and telephone number(s) for at least two designated contract personnel responsible for insuring response to the City's request for rental services. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, seven days per week.

B. Response Time.

The Contractor shall be able to respond and begin snow removal operations within one (1) hour and no later than two (2) hours from the start time requested by the City for any given snow removal request. The Contractor shall ensure that the equipment and operator are ready and able to continuously provide snow removal service through the completion of the routes designated in the attached exhibits as directed by and to the satisfaction of the City.

C. Down Time.

The Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations. If, once commencing a snow removal operation, a piece of equipment becomes disabled and nonfunctionable for a period of three (3) consecutive hours, the

Contractor shall provide a satisfactory replacement vehicle and operator if necessary at no additional cost to the City.

D. Authority/Direction.

The Contractor and its designated operators shall respond to all directions given by the City in a positive, courteous and timely manner during the snow removal operations. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of services due to incompetence and insubordination or inability of the piece of equipment to function properly for the requested services.

The Contractor shall begin the snow removal operations at a designated point and follow a specific progression as directed by the City.

E. Law Obedience.

The Contractor and its designated operators shall be responsible for their actions and comply with all regulatory laws and ordinances governing the operation of the machine while performing snow removal operations for the City.

F. Non-Performance.

The Contractor waives any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by the City wither prior to, during or after any scheduled or emergency snow removal operation in lieu of these contractual services as may be necessary due to non performance or excessive delays of the Contractor.

G. Property Damage.

The Contractor shall be responsible for any and all damage to private as well as public property (including public utilities) due to its own or its employees' negligence in performing snow removal operations.

7. COMPENSATION

A. Payment Schedule.

All pay requests must be prepared and submitted by the Contractor as verified and approved by the Public Works Department. All pay requests so received shall be processed and payment made by the City not less than 15 nor more than 30 days after receipt.

8. INSURANCE/LIABILITY/CLAIMS

A. Indemnification.

The Contractor indemnifies, saves and holds harmless the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of

whatsoever nature or character arising out of or by reason of the Contractor's performance under this Agreement. It is hereby understood and agreed that any and all employees of the Contractor and all other person employed by the Contractor in the performance of services under this Agreement, required of provided for hereunder by the Contractor, shall not be considered employees of the City and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees while so engaged shall, in no way, be the obligation or responsibility of the City.

B. Insurance.

The Contractor shall, at its sole cost and expense, carry and maintain general and public liability and property damage insurance coverage of at least \$600,000 for any one accident and at least \$600,000 aggregate protecting the Contractor, its employees and the City against any and all claims of any kind or character whatsoever arising from damage, injury (including bodily injury or death) caused by or arising from the Contractor of its employees or agents to its activities or operations in providing snow removal for the City. Such insurance shall be in full force and effect at all times. Such insurance policy shall provide for a minimum of 30 days written notice to the City of cancellation, nonrenewal or material change of the required insurance coverage. The requirement and approval of this insurance by the City shall not in any way relive or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

C. Legal Compliance.

The Contractor agrees to comply with all State and Federal Laws and local ordinances governing the employment of personnel including, but not limited t, Minnesota Statutes Section 181.59 relating to discrimination in employment, and Section 290.07 requiring the certification of income tax withholding. If during the term of this Agreement or any extension thereof, it is discovered that the Contractor is not in compliance with the applicable statutes and regulations or if the Contractor engages in any discriminatory practices, then the City may cancel the Agreement as provided by the cancellation clause.

D. Claims.

The Contractor agrees to process and resolve all claims submitted by affected property owners of the City in a timely manner.

IN THE WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 201__.

WIDMER CONSTRUCTION LLC

By: _____

Its: _____

CITY OF MAYER

By: _____

Its: _____

EXHIBIT A

PLOWING/SANDING PRIORITIES

PRIORITY A

Streets with the greatest priority.

PRIORITY B

Streets providing access to schools and commercial property.

PRIORITY C

Lower volume residential streets.

PRIORITY D

Cul-de-sacs and alleys.

EXHIBIT B

SERVICE RATES WIDMER CONSTRUCTION LLC

For November 2017 – April 2018

Equipment	Hourly Rate
Bobcat	\$155.00
Single Axle Plow/Wing/Sander/10 foot with Wing	\$155.00
Payloader/Plow	\$155.00
Tandem Truck/Hauling	\$115.00
Pickup/Plow	\$95.00

Widmer Construction LLC
952-955-5062
Tony Cell
612-581-1686

EXHIBIT C

MAILBOX REPAIR POLICY

Purpose: This policy is to address the City's response to mail boxes that have been damaged due to a snow removal event.

Process: A determination will be made by the Contractor and the Public Works Department on the cause of the damage and the responsible party.

The Contractor and Staff will document the damage in writing and if necessary with pictures. The address, date and damage will be identified.

The homeowner will be notified and given a date and time in which the mail box repairs will be completed. Depending on the extent of the damage, if mail is unable to be delivered to the homeowner, then the mail box should be repaired immediately. If the damage to the mailbox is not significant and mail can still be delivered, the repairs must be completed within seven (7) days from the date of damage.

SOD REPAIR POLICY

Purpose: This policy shall address the City's response to sod damage as a result of snow plowing.

Process: As soon as weather allows, City staff will inventory all lots within the City for damage to sod as a result of snow plowing. The list will then be provided to the snow removal Contractor. All sod repairs should be completed by May 1st of each year in a professional manner.

Snow Removal for City of Mayer 2019-2020

Equipment	Hourly Rate
Bobcat	\$180/HR
Single Axle Plow/ wing/sander	\$180/HR
Payloader/Plow	\$180/HR
Tandem Truck/Hauling	\$125/HR
Pickup/Plow	\$125/HR

Widmer Construction LLC
9455 County Road 15
Maple Plain, Mn 55359

Tony Cell 612-581-1686



Request for Council Action Memorandum

Item: Part Time Seasonal Public Works Employee

Meeting Date: July 22, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To accept the resignation of William Devine and to approve the rehiring of seasonal public works employee, Kinsie Stifter.

Details:

In past the City has hired a part time seasonal employee to assist public works for the summer season.

The position is assigned to parks for mowing, weed whipping, picking up garbage and watering of flower pots.

The City Council did budget for 2019 a part time seasonal person for 30 hours per week for 13 weeks at \$12.00 per hour. The budget is \$4,680.00.

Staff recommended and Council approved hiring William Devine for the position. The position was for the part-time seasonal position at \$12.00 per hour for 13 weeks for 30 hours per week.

William Devine put in his resignation for July 27, 2019. William started in mid-May and depending on weather has worked between 15 – 25 hours per week. The current budget for the position projected to be used by July 27, 2019 so far is about \$2,518.00. The remaining is \$2,162.00.

Staff has determined a continued need for the position for at least for the month of August, early September. There is enough funding available for the additional need.

Staff is recommending former employee, Kinsie Stifter, to fill in for the remainder of the season.

Attachments:

Resolution 7.22.19.26



**MAYER CITY COUNCIL
RESOLUTION 7.22.19.26**

**APPOINTING KINSIE STIFTER AS PART TIME SEASONAL EMPLOYEE
WITH THE MAYER PUBLIC WORKS DEPARTMENT**

WHEREAS, the City Council wants to proceed with the reappointment for the position of part-time seasonal employees with the Public Works Department; and

WHEREAS, Kinsie Stifter has worked for the city in the past;

WHEREAS, staff recommends the reappointment of Kinsie Stifter as seasonal part time employee with the Public Works Department.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAYER, CARVER COUNTY, MINNESOTA, THAT: The following person is appointed to the Public Works Department, effective Monday, July 22, 2019 and shall end no later than August 31, 2019 subject to the rules of the City's Personnel Policy.

Compensation will be at \$12.00 per hour, without benefits, for up to a total of 175 hours.

Adopted by the City Council of the City of Mayer, Carver County, Minnesota, and this 22nd day of July, 2019.

Mike Dodge, Mayor

ATTEST:

Margaret McCallum, City Administrator

CITY OF MAYER
SPECIAL MEETING – PARKS AND RECREATION COMMISSION/CITY COUNCIL – VISIONING SESSION
JULY 15, 2019 @ 6:30 P.M.
CITY HALL COUNCIL CHAMBERS

1. Call to Order

The meeting was called to order at 6:30 p.m.

Those present were Park Commissioners, Mike Wegner, Troy Congdon, and Nikki McNeilly. Also present was City Administrator, Margaret McCallum and Public Works Kyle Kuntz.

Absent Park Commissioners: Alisa Johnson.

Those present were Mayor, Mike Dodge, and Councilmembers Tice Stieve-McPadden, Erick Boder.

Absent Councilmembers: Liz Butterfield

2. Visioning Session

The Park Commission and Councilmembers discussed the five parks within the City by looking at an enlarged map of each park.

The following items were previously proposed for each park. This italicized were suggested added items at this meeting.

Bluejay –

- A parking area on 3rd Street NW.
- New basketball hoops (2019)
- *Bike Rack*
- *Benches*

West Ridge Park –

- Parking Lot
- Trail connections
- Fenced in Dog Park (One of two proposed locations)
- Lighting along trail
- Light in Gazebo
- Benches
- Grills (2019)

- *Lights on the trail located to the north*

Discovery Park

- Update playground equipment
- Gazebo
- Basketball Court
- Benches

Meadow Park

- Parking Lot
- Update skate park equipment
- 4 square space
- Gazebo
- Benches
- Frisbee Golf Baskets
- *Trail Reconstruction (Northwest portion)*
- *Lacrosse Nets*

Old School House Park

- Remove Public Works Building
- Splash Pad
- Additional Parking
- Shelter with bathrooms
- Benches
- Lighting
- *Lights on trail*

The Park Commission, Council and staff discussed the next steps including prioritizing all parks and makes improvements in an equitable manner.

A dog park was discussed at West Ridge Park or Meadow Park as potential locations.

There was concern about squeezing too much into the parks.

Dodge asked that the Park Commission and staff look into marketing of the parks and recreational opportunities available.

Wegner suggested that the City look into a “sponsor a bench” program.

Dodge asked about archery. The Commission stated that a location for an archery range has been difficult to determine.

A splash pad was discussed including its potential location at Old School House Park and if permanent bathrooms would be a priority before its installation. Dodge asked that staff ask other cities how their splashpads have worked for them.

The meeting adjourned at 7:40 p.m.

3. Adjournment

Johnson moved to adjourn the meeting at 7:35 p.m, Congdon seconded. Motion passed 4-0.

DRAFT