



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 8, 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. June 24, 2019 City Council Meeting Minutes
 - B. Claims
 - C. Road Closure – Mayer Rising Community Festival – July 13, 2019 – Resolution 7.8.19.24
 - D. Contracts/Agreements
 1. 2020 Carver County Assessor’s Office Service Agreement – Resolution 7.8.19.25
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
- 7. City Council Reports**
- 8. Other Business**
- 9. Upcoming Meetings & Events**
 - July 13, 2019 Mayer Rising Community Festival
 - July 22, 2019 City Council Meeting
- 10. For Your Information**
- 11. Adjournment**

MAYER CITY COUNCIL MEETING MINUTES – JUNE 24, 2019

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

PRESENT: Mayor Dodge, Council Members Butterfield, and Stieve-McPadden

ABSENT: Council Members Boder and McNeilly

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

ALSO PRESENT: Don Wachholz, Kaye Timmers, Kayla Feige, Thomas VonBerge

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Butterfield with a second by Council Member Stieve-McPadden to approve the agenda as presented. Motion Carried 3/0

PUBLIC COMMENT

Kaye Timmers, 2238 Coldwater Crossing, stated that she received the June Newsletter with information on summer codes reminders. She was unhappy with the information provided in the newsletter and wanted to know how City Codes are enforced and who does the enforcement. Council informed Ms. Timmers the City Administrator along with Deputy Sheriff Bengtson perform code enforcement. Council directed City Administrator contact Ms. Timmers and discuss the specifics of her comments.

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Butterfield to approve the Consent Agenda with corrections to the June 10, 2019 Regular Council Meeting Minutes and June 10, 2019 Council Workshop Minutes. Motion Carried 3/0.

1. Approve Minutes of the June 10, 2019 Regular Council Meeting.
2. Approve Minutes of the June 10, 2019 Council Workshop Meeting.
3. Approve Claims for the Month June 2019. Check numbers 22340 to 22371. E-check numbers 5295E to 5298E.
4. Acknowledge City Administrators Report for the month of June 2019.
5. Acknowledge Fire Department Report for the month of May 2019.
6. Acknowledge Sheriff Department Report for the month of May 2019.
7. Acknowledge Public Works Report of Activities from May 21 to June 20, 2019.
8. Acknowledge City Engineer Summary of Projects through May 2019.
9. Accept the Resignation of Dan Pohl from Park Commission.

Mayor Dodge thanked him for his service on the Park Commission.

PLANNING COMMISSION

1. **Summary of 2040 Comprehensive Plan** - The 2040 Comprehensive Plan is a compilation of policy statements, goals, standards, and maps for guiding the overall development and redevelopment of the City. Over the last two and a half years, Staff has been working on the draft plan with the Planning Commission and officially submitted the draft comprehensive plan to Metropolitan Council and neighboring jurisdictions last September. On June 4, 2019 Planning Commission approved the final draft and recommends approving the submittal of the final draft to Metropolitan Council for final review.

PUBLIC HEARING: 6:52 pm
2040 Comprehensive Plan Update

A MOTION to open the Public Hearing was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly. Motion carried 3/0.

City Planner John Anderson opened the discussion by presenting Council with a summary of the 2040 Comprehensive Plan update and highlighting some key points such as future land use, township collaboration on adjusting annexation areas, growth projection, future traffic (walking and biking), the addition of chapter 7 (greener cities), and a goal to update the zoning map to include a true industrial area.

City Engineer Martini addressed a question regarding the surface water management plan and stated the plan is consistent with Carver County and that Carver County Water Management Organization is in the process of updating their Water Management Plan to Metropolitan Council. Upon completion of their plan, he will sign and submit the 2040 Comprehensive Plan Update. He stated the deadline to submit the plan to Metropolitan Council is June 30, 2019.

Mayor Dodge asked if there are any comments from the audience. No further comments were directed to the Council and Staff stated no emailed comments had been submitted.

A MOTION to close Public Hearing at 6:55 pm and resume Regular Council Meeting was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 3/0.

A MOTION to Accept the 2040 Comprehensive Plan Update and submit to Metropolitan Council for final review was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield. Motion carried 3/0.

Mayor Dodge thanked Staff, Planning Commission, City Planner, and City Engineer for their collaborative efforts.

City Planner Anderson leaves at 6:58 pm.

ADMINISTRATOR

1. **Approve Purchase of Audio/Visual Equipment for Council Chambers** – Tabled

Mayor Dodge directed Staff to reconnect with the two companies to provide demonstrations and gather additional costs on adding new cameras and information on the compatibility of the equipment with current City software and streaming platforms.

2. **1379 Pinecone Circle Code Violation** – The resident at 1379 Pinecone Circle installed a fence on their property. The resident has not pulled a permit and continues to work on the fence without a permit. Staff has received numerous complaints about the fence and is concerned that the fence does not meet City codes. Staff notified the resident by letters that the fence is out of compliance and a stop work order was issued by the building official. Staff stated that as of June 20, 2019, the resident has not been into City Hall to obtain a permit. Staff asked Council for approval to move forward with prosecution. A MOTION was made by Council Member Butterfield and seconded by Mayor Dodge authorizing City Administrator proceed with the steps to prosecute the resident at 1379 Pinecone Circle for City Code Violations. Motion Carried 2/1. *Council Member Stieve-McPadden a nay.*

Council Member Butterfield stated that is has been two and a half months from the first letter sent and would like to see the City Administrator take actions on a quicker timeline.

Council Member Stieve-McPadden ask City Administrator to provide her emails and a timeline of actions taken for further review.

Mayor Dodge directed City Administrator to schedule discussion on Code Violation Procedures at a future Work Session.

PARK AND RECREATION

1. **Approve West Ridge Park Parking Lot** – In 2018, the Park was upgraded with several amenities to make it ADA accessible. Currently, there is no parking for the park and so inaccessible to people going to the park by vehicle. City Engineer Martini presented the parking lot and trail improvement concept plan approved by Park Commission and addressed the ADA compliance requirements. City Engineer Martini provided an estimate for the project in the amount of \$69,550.00. Council Member Butterfield asked if the improvement plan could be changed to add an additional handicap parking spot. Additional discussion on the direction of the parking lines and signage in the alley, marking it a one way, followed. Martini stated that the concept plan can allow for minor changes. Council Member Stieve-McPadden recommended doing the 2nd Street parking project in conjunction with the West Ridge Park parking lot project to save the City money. A MOTION to Approve West Ridge Park Parking Lot Plan with additional handicap spots was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 3/0.
2. **Approve Curbing and Four-Square Pad at Meadow Park** – A MOTION to Approve the installation of curbing and a four-square pad at Meadow Park was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield. Motion carried 3/0. Council suggested Public Works consider moving the pad to allow for the expansion of the skate park.
3. **Approve Purchase and Installation of Outfield Fencing at Old School House Park** – Staff proposed the purchase and installation of outfield fencing for fields #2 and #3 at Old School House Park. Park Board reviewed two bids and recommended Council accept the bid from Century Fence in the amount of \$17,470. The proposed fence will be six feet high and chain link. A MOTION to Approve the purchase and installation of outfield fencing at Old School House Park fields #2 and #3 in the amount of \$17,470 was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield. Motion carried 3/0. Mayor Dodge suggested Park Board consider installing rail pads and warning tracks on the outfield fencing.

FOR YOUR INFORMATION

- Acknowledge Minutes of the June 11, 2019 Park and Recreation Commission Meeting.
- Acknowledge map of Meadow Park handout.

ADJOURN

There being no further business, a MOTION was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden to adjourn the meeting at 7:38 p.m. Motion Carried 3/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

ACCOUNTS PAYABLE LIST

July 8, 2019

Checks: 22372 - 22393 , 5299E - 5329E

22372	Abdo Eick and Meyers	State Auditor Reporting Document	\$750.00
22373	AEM Financial Solutions	Long Term Plan Document	\$2,500.00
22374	AEM Workforce Solutions	Payroll	\$440.00
22375	Bobs Repair of Mayer	Mower Maitenance/oil change	\$211.27
22376	Bolton and Menk	Engineering Services	\$9,419.50
22377	Briggs and Morgan	Legal Services - Report compliance - WWTP	\$700.00
22378	Central Fire Protection	Extinguisher Recharge	\$48.00
22379	DPC Industries	Chemicals - WTP	\$687.30
22380	First Systems Technology	WTP - Verification of Hi Lift Flow Meter	\$400.00
22381	Fremont Industries	Chemicals - WWTP	\$1,782.00
22382	Gopher State One Call	locates - June	\$122.85
22383	Grainger	Jacks	\$89.88
22384	Great America Financial Services	Copier Lease	\$183.33
22385	Ideal Service Inc	WWTP - Maintenance Services	\$635.00
22386	Kjolhaug Environmental Services	Wetland Management	\$300.00
22387	Lano Equipment	Mini - Excavator Rental	\$250.00
22388	Metro West Inspections	Building Permits - Finaled	\$3,776.71
22389	MFSCD	Fire Apparatus Cert Exam - Anna Boote	\$140.00
22390	MN Public Facilities Authority	GO Bond Loan Repayment	\$217,154.35
22391	Municipal Emergency Services	FD - Bleeder Caps	\$237.64
22392	Owens Companies Inc	WWTP - Spring Inspection	\$515.00
22393	Squeaky Clean	Cleaning Services - June	\$420.87
5299E	Centerpoint Energy	WWTP	\$292.83
5300E	Centerpoint Energy	WTP	\$21.21
5301E	Centerpoint Energy	FD	\$78.20
5302E	Centerpoint Energy	City Hall	\$243.65
5303E	Centerpoint Energy	Public Works Building	\$28.54
5304E	Frontier	Public Works Building - Internet	\$113.73
5305E	McLoed Energy	Street Lights	\$695.68
5306E	McLoed Energy	City Sign	\$36.82
5307E	Xcel Energy	Street Lights	\$907.85

5308E	ADP LLC	Payroll Processing Fee	\$85.98
5309E	Techstar IT Solutions	Phone/Software Support	\$390.80
5310E	ADP LLC	Employee Payroll	\$6,720.43
5311E	ADP LLC	Employee Taxes	\$2,790.36
5312E	ADP LLC	Edholm PR	\$127.47
5313E	PERA	Employee Benefits	\$1,275.21
5314E	Security Bank	Returned UB Payment	\$63.07
5315E	Security Bank	Returned UB Payment	\$76.20
5316E	VOID	VOID	
5317E	ADP LLC	Payroll	\$6,854.78
5318E	ADP LLC	Payroll Taxes	\$2,845.20
5319E	ADP LLC	Edholm PR	\$127.49
5320E	Preferred One	Health Benefits	\$4,142.35
5321E	Delta Dental of MN	Dental Benefits	\$261.10
5322E	ADP LLC	Payroll Processing Fee	\$85.98
5323E	Frontier	WWTP - Phone	\$98.18
5324E	Frontier	WTP - Phone	\$80.87
5325E	Verizon Wireless	FD- Phone	\$41.19
5326E	Verizon Wireless	OSH - Lift	\$16.41
5327E	Xcel Energy	City Electricity	\$5,888.21
5328E	Techstar	Phone/Software Support	\$410.40
5329E	Verizon Wireless	City Cell Phones	\$243.57
			<hr/>
			\$241,056.53

**CITY OF MAYER
RESOLUTION NO. 7.8.19.24**

**RESOLUTION APPROVING USE OF AND CLOSURE OF STREETS FOR MAYER RISING
COMMUNITY FESTIVAL**

WHEREAS, the City of Mayer (the "City") provides for use of City Streets and parking facilities for special events; and

WHEREAS, the celebration events is scheduled to occur on 5th Street between Bluejay Avenue and Highway 25 on Saturday, July 13, 2019.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mayer, Minnesota, hereby approved the use and closure of the identified street for the Mayer Rising Community Festival on the designated date.

Adopted by the City Council of the City of Mayer on this 8th day of July, 2019.

Mayor, Mike Dodge

City Administrator, Margaret McCallum



Request for Council Action Memorandum

Item: Resolution 7.8.19.25 Approving the Contract for Property Assessment Services for 2020.

Meeting Date: July 8, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To review and approve resolution 7.8.19.25 Approving the Contract for Property Assessment Services with the County Assessor for 2020.

Details:

The City of Mayer has a responsibility to assess the value of the real property in the City for tax purposes. The City contracts with the Carver County Assessor to conduct assessments of the parcels in the City of Mayer.

Minnesota Statute requires that appraisers physically review each property at least every five years. The appraisal interval may be shorter due to review appraisals requested by the owner of an appeal, ongoing new construction, or if the assessor feels that additional property information is needed to improve the assessment process.

Staff is requesting that the Council approve resolution 7.8.19.25 approving the contract for property assessment services with Carver County for 2020.

Attachments:

2020 Assessor's Contract

Resolution 7.8.19.25

SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter “County”) and City of Mayer, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor’s Office; and

WHEREAS, Minn.Stat.§ 273.072 and Minn.Stat.§ 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2020. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of thirteen dollars and ninety five cents (\$13.95) per residential valuation, fourteen dollars and fifty cents (\$14.50) per agricultural valuation, and fifteen dollars and fifty five cents (\$15.55) per commercial/industrial valuation (for the assessment of January 2, 2020) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15th of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

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.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any 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, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **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. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town’s default is excused by the County, the County may, upon written notice to the Town’s representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
City of Mayer	Keith R. Kern
413 Bluejay Avenue	Carver County Assessor
Mayer, MN 55360	600 E 4 th Street Chaska MN 55318
Clerk - Margaret McCallum	kkern@co.carver.mn.us

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement,

or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Mayer, has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the _____ day of _____, 2018.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the _____ day of _____, 2018.

CITY/TOWNSHIP OF MAYER

COUNTY OF CARVER

By: _____
Chairperson/Mayor

By: _____
Randy Maluchnik, Chairperson
Board of Commissioners

By: _____
Clerk

Attest: _____
Dave Hemze/County Admin.

And: _____
Keith R. Kern
County Assessor

Approved as to form:

Assistant County Attorney/Date

RESOLUTION 7.8.19.25
APPROVING THE CONTRACT FOR PROPERTY ASSESSMENT SERVICES
FOR CALENDAR YEAR 2020
CITY OF MAYER

WHEREAS, The City of Mayer (the “City”) desires to contract property assessment services with Carver County and the County Assessor’s Office; and

WHEREAS, such contracts are authorized by the provisions of Minnesota Statutes, Chapter 273.072, and 471.593; and,

WHEREAS, said contract will be for property assessment services provided during the 2020 calendar year under the terms and conditions contained in the contract.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Mayer, Carver County, Minnesota, hereby approves the Contract for Property Assessment Services for 2020 calendar year, attached hereto and by said references incorporated herein in its entirety.

BE IT FURTHER RESOLVED, that the Mayer and City Administrator are hereby authorized and directed to execute said contract on behalf of the City.

Adopted this 8th day of July, 2019 by the Mayer City Council.

Margaret McCallum, City Administrator

Michael Dodge, Mayor