

**CITY OF MAYER
CITY COUNCIL WORKSHOP MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 25, 2019
AFTER REGULARLY SCHEDULED CITY COUNCIL MEETING**

1. Call Meeting to Order
2. Fire Station Discussion – Future Planning
3. Rental Ordinance – Discussion
4. Garbage Contract - 2020 RFP - Discussion
5. Adjournment



Request for Council Action Memorandum - Workshop

Item: Fire Station – Future Planning

Meeting Date: November 25, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To discuss the fire station and future planning for the building.

Details:

There has been much discussion on the need and future planning for a new Fire Station in the City of Mayer.

Staff is looking for direction on proceeding with starting to plan for education sessions (open houses) that would educate residents and Council more on the project.

Staff is proposing (at least) 3 open house sessions that would identify and educate on:

1. The need for the facility
2. What the Facility would look like
3. Cost of the Facility

The open house session would educate residents and Council on each of the following areas. It would allow for feedback and comments throughout the process.

Staff is looking for discussion and guidance from Council on this proposed education and involvement process.

Attachments:

None.



Request for Council Action Memorandum - Workshop

Item: Rental Ordinance – Discussion

Meeting Date: November 25, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To discuss a Rental Housing Ordinance for the City of Mayer

Details:

The City of Mayer has been requested to look at potentially creating a Rental Housing Ordinance.

The City has been having complaints regarding known rental properties with regards to suspicious activity, maintenance of property, and curb appeal.

Rental Housing Ordinances allow the City to license properties that are rented out.

To obtain a license, the property owner would have to complete an application and an inspection of the property would have to be performed (timeline and fee determined by the City).

Most inspections are completed by the City's City Inspector.

Attachments:

Waconia Rental Ordinance – Example.

CITY OF WACONIA

RESIDENTIAL RENTAL DWELLING LICENSE

To ensure safety of tenants, the city requires that all residential rental dwellings be properly inspected and licensed by the city prior to occupancy by tenants.

Definition

A residential rental dwelling is defined as a room or a group of rooms providing living facilities for 1 or more households and rented under either a written or oral lease and includes, but is not limited to, an apartment, an accessory apartment, a bed and breakfast, a boarding house, a duplex, a hotel / motel, 2-family dwelling, a townhouse, etc.

Issuing Process

Residential rental dwelling licenses are issued by the city, subject to completion of an initial inspection by the Building Official. After the initial inspection, annual licensing is required. The annual license period is May 1 to April 30. In odd-numbered calendar years, an inspection of the premises must be completed prior to renewal. The city will send information regarding current fees and inspections along with the appropriate applications to each owner of a residential rental dwelling prior to the renewal date.

Please contact City Hall for additional information regarding rental dwelling licensing and inspections, transfer of licenses, and inspection fees. You can access the [Rental Dwelling License Application \(PDF\)](#).

CHAPTER 541

HOUSING ORDINANCE FOR RENTAL PROPERTY

Section

- 541.01 Purpose and Scope
- 541.02 Construction and Definitions
- 541.03 Rental Housing Licenses
- 541.04 Requirements
- 541.05 Responsibilities Defined
- 541.06 Enforcement
- 541.07 Appeal
- 541.08 Criminal and Administrative Remedies

541.01 Purpose and Scope.

Subd. 1. Purpose. The purpose of this ordinance is to provide minimum standards to safeguard life or limb, health and public welfare by regulating and controlling the use and occupancy, maintenance and repair of all buildings and structures within the City used as rental housing. The purpose of this ordinance is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this ordinance.

Subd. 2. Scope. The provisions of this ordinance shall apply to all buildings or portions thereof leased for human living or sleeping purposes, including those in existence at the time of adoption of this ordinance. If any provision of this ordinance conflicts with the Building Code, Fire Code, Plumbing Code, Mechanical Code, or any other Minnesota state code or law, such code or law shall control.

Subd. 3. Application to Existing Buildings. Additions, alterations or repairs, shall be done in compliance with the Building Code, Fire Code, Plumbing Code and Mechanical Code. Applicable permits shall apply as required by such codes.

541.02 Construction and Definitions.

Words in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine. Any term not defined below shall have its ordinary accepted meaning within the context it is used. Each of the following terms shall have meaning ascribed to it below:

BUILDING CODE means the Minnesota State Building Code.

CODE OFFICIAL means the City's building official, as appointed by the City Council, and any designee of such code official.

RENTAL DWELLING means a building or structure wholly or partially leased or intended to be leased to one or more tenants for residential living or sleeping purposes, but excluding rest homes, convalescent homes, nursing homes, hotels and motels.

RENTAL DWELLING UNIT means a room or group of rooms within a rental dwelling that has bathroom, kitchen and sleeping facilities for one household of related or unrelated tenants.

ELECTRICAL CODE means the Minnesota State Electrical Code.

EXTERMINATION means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination method approved by the code official.

FIRE CODE means the Minnesota State Fire Code.

HEALTH OFFICER means any elected or appointed health officer of the State of Minnesota, Carver County or the City.

INFESTATION means the presence of insects, rodents or other pests in numbers large enough to be harmful, threatening or obnoxious to human life.

LEASE, LEASED and LET mean, in each instance any of these words is used, the giving of the use of a building or structure, or portion thereof, by an owner or manager to a tenant in return for rent.

MANAGER is a person or entity who has charge, care or control of a rental dwelling.

MECHANICAL CODE is the Minnesota State Mechanical Code.

NUISANCE means any of the following:

Any public nuisance known at common law or in equity jurisprudence;

Any unsafe condition that is attractive to minors including, but not limited to, unprotected well openings or excavations, abandoned refrigerators and structurally unsound fences;

Overcrowding of a rental dwelling unit with human occupants or personal property;

Insufficient ventilation or illumination of a rental dwelling unit;

Inadequate or unsanitary sewage or plumbing facilities serving a rental dwelling unit; or

Any unsafe condition, as determined by the code official or health officer;

OWNER means a person or entity that owns or has any ownership interest in a rental dwelling within the City.

PLUMBING CODE is the State of Minnesota Plumbing Code.

PREMISES is, collectively, a rental dwelling and the parcel of land on which it is located.

REFUSE is all putrescible and non-putrescible waste solids including garbage and rubbish.

RENT means the consideration provided by a tenant (or on behalf of a tenant) for the temporary possession of a rental dwelling unit, whether paid in money, property or services.

SAFE means being reasonably free from dangers and hazards that may cause human injury or illness.

SUBSTANDARD DWELLING UNIT means any rental dwelling unit that is not safe due to inadequate maintenance, dilapidation, physical damage, unsanitary condition, abandonment or any other reason.

TENANT means a human occupant of a rental dwelling unit, whether one or more.

UNSAFE means not safe.

VARIANCE means the difference between that which is required or specified and that which is permitted.

541.03 Rental Housing Licenses.

Subd. 1. License Required. No owner or manager shall allow the occupancy of a rental dwelling unit by a tenant prior to the issuance of a rental housing license by the City for the rental dwelling in which the rental dwelling unit is located. Further, no owner or manager shall allow the occupancy of a rental dwelling unit by a tenant after the expiration of the rental housing license for the rental dwelling in which the rental dwelling unit is located unless the license has been properly renewed.

Subd. 2. Application. Applications for rental housing licenses shall be made in writing on forms provided by the City. The owner or manager of a rental dwelling shall apply for a rental housing license at least sixty (60) days before the planned occupancy of any rental dwelling unit by a tenant so as to allow time for inspection and, if necessary, correction of conditions that do not conform to the requirements of this ordinance.

Subd. 3. Inspection Fee. The rental housing inspection fee shall be established by the City Council, from time to time, and set forth in Chapter 1100. Each applicant shall pay the inspection fee when an application for a license is made (either initial or renewal).

Subd. 4. License Fee. The rental housing license fee shall be established by the City Council, from time to time, and set forth in Chapter 1100. Each applicant shall pay the license fee when a rental housing license is issued (either initial or renewal). The license fee for an initial license issued on or after July 1st of any calendar year shall be reduced by twenty percent (20%).

Subd. 5. Inspection. Before a rental housing license is issued or renewed for a rental dwelling, the code official shall inspect the rental dwelling to determine if the rental dwelling and the rental dwelling units in the rental dwelling comply with the minimum requirements set forth in this ordinance. The code official has no duty to inspect any rental dwelling until a complete application has been submitted to the City and the rental housing inspection fee has been paid in full.

Subd. 6. Issuance. No license shall be issued until all the requirements of this ordinance have been fully met. The City shall issue a rental housing license for each rental dwelling that meets or exceeds the minimum requirements set forth by this ordinance or when a variance has been granted by the City Council for good cause shown. Each license shall show the number of rental dwelling units for which the rental dwelling is approved.

Subd. 7. Effective Period of License. An initial license shall remain effective until December 31st of the calendar year following the year in which the license was issued, unless sooner revoked or suspended pursuant to the terms of this ordinance. Thereafter, each renewal license shall remain effective for two (2) years, unless sooner revoked or suspended pursuant to the terms of this ordinance. Any initial or renewal license issued before January 1, 2011 that expires before the end of a calendar year shall, notwithstanding anything in the license to the contrary, remain effective until December 31st of the calendar year in which the license would have otherwise expired. If a renewal license is granted for such a license, the renewal term shall start on January 1st of the next calendar year.

Subd. 8. Renewals. Applications for rental housing license renewals shall be submitted at least sixty (60) days prior to the expiration date of the license. The procedure and fee for renewing a license shall be the same as that required for an initial license.

Subd. 9. Suspension and Revocation. A rental housing license may be suspended or revoked as follows:

- A. A rental housing license may be suspended or revoked by the City Council if the City Council finds that the provisions of this ordinance have been violated in regard to the rental dwelling for which the license was issued. Before any suspension or revocation occurs, the City shall send written notice to the license holder specifying the ordinance violations alleged. This notice shall also specify the date for a hearing before the City Council, which shall not be less than ten (10) days from the date of the notice.
- C. At such hearing before the City Council, the license holder or the license holder's attorneys may submit and present evidence and witnesses on the license holder's behalf.
- D. After a hearing, the City Council may suspend or revoke the license if the Council finds that a violation of this ordinance has occurred.

541.04 Requirements.

Subd. 1. Substandard Dwellings. No substandard dwellings are allowed.

Subd. 2. Condition. No owner or manager shall allow infestation if extermination is not the tenant's responsibility by law.

Subd. 3. Improper Occupancy. No rental dwelling shall be used in manner inconsistent with its design or construction.

- Subd. 4. Smoke Detectors. No smoke detector installed in a rental dwelling shall be allowed to remain disabled or nonfunctional. The tenant of a rental dwelling shall notify the owner or manager within 24 hours of discovering that a detector is disabled or not functioning. The owner or manager shall take immediate action to render the smoke detector operational or replace it.
- Subd. 5. Carbon Monoxide Alarms. Each rental dwelling shall have an approved and operational carbon monoxide alarm installed with ten feet of each room used for sleeping purposes as required by Minnesota Statutes §§ 299F.50 and 51, as amended, unless an exception listed in Section 299F.51, Subd. 5, applies.
- Subd. 6. Refuse. Each rental dwelling shall have an adequate number of refuse containers to hold the amount of refuse produced by the occupants of the rental dwelling or as required elsewhere by the Waconia Code. Containers shall be rodent and animal proof plastic, fiberglass or rust resistant metal with a tight fitting cover. Tenants shall properly dispose of their recyclables, rubbish, garbage and other organic waste.
- Subd. 7. Unused or Discarded Items. Discarded, unused and junk appliances, furniture, mattresses and other items shall be promptly removed from the premises, but in all cases such removal shall occur within seven (7) days.
- Subd. 8. Storage of Items. Large amounts of combustible items and materials shall not be stored in attics or basements of a rental dwelling. Storage shall be maintained two (2) feet or more below ceilings and floor joists. Combustible materials and items shall not be stored within one (1) foot of any fuel burning appliances. Storage of items shall be orderly and shall not block or obstruct exits. A minimum three (3) foot wide aisle shall be maintained to all exits, furnaces, water heaters, water meters, gas meters or other equipment serving the rental dwelling.
- Subd. 9. Fuel Storage. LP tanks shall only be stored outdoors.
- Subd. 10. Fueled Equipment. Fueled equipment including, but not limited to, motorcycles, mopeds, lawn-care equipment and portable cooking equipment shall only be stored outdoors or in the garage of a rental dwelling.
- Subd. 11. Barbecues and Open Flames. No person shall kindle, maintain, or cause any fire or open flame on any balcony above ground level, on any roof, or on any ground floor patio within 15 feet of any structure. Further, no person shall store or use any fuel, barbecue, torch, or similar heating or lighting chemicals or device in such locations.
- Subd. 12. Sidewalks and Driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas on a premises shall be kept in a proper state of repair and maintained free from hazardous conditions.
- Subd. 13. Defacement of Property. If a rental dwelling is defaced by graffiti, it shall promptly be removed.

541.05 Responsibilities Defined. Owners are liable for violations of this ordinance even though an obligation is also imposed on a manager or tenant and even if an owner has, by agreement, imposed on the manager or tenant the duty of complying with this ordinance or any part hereof.

541.06 Enforcement.

Subd. 1. Authority. The code official shall enforce or cause the enforcement of this ordinance. The code official shall have the power to render interpretations of this ordinance in conformity with the intent and purpose of this ordinance.

Subd. 2. Compliance Inspections. When the code official or a health officer has reasonable cause to believe that a condition exists in regard to a rental dwelling or premises that violates this ordinance including, but not limited to, a tenant complain made in good faith, the code official or health officer may enter the rental dwelling to inspect, re-inspect, or otherwise perform the duties imposed by this ordinance. No such entry shall be made, however, until: i) the owner, manager or tenant permits entry; ii) the code official or health officer secures an administrative warrant from a court with jurisdiction; or iii) an emergency exists.

Subd. 3. Compliance Order. If the code official finds that any violation of this ordinance has occurred, the code official may immediately seek to enforce the violation. In the alternative, the code official may prepare a compliance order listing all violations and the date or dates when such violations must be corrected. If a compliance order is issued, the owner shall correct all violations, or cause them to be corrected, within the time limit set forth by the code official. Any violation timely corrected in compliance with such an order shall be deemed remedied by the City and not shall form the basis for a rental housing license suspension or revocation. Extensions of time to correct may be granted by the code official. A request for extension of time shall be made and delivered to the code official prior to the expiration date of the applicable correction period. Extensions may be granted by the code official upon due evidence shown that the owner, manager or tenant, as applicable, is using all reasonable means to timely correct the violation.

Subd. 4. Notice to Vacate. The code official may post any rental dwelling as being in violation of this chapter and prevent further occupancy by a tenant if a rental dwelling is determined, in the opinion of the code official and as defined in this ordinance, a substandard dwelling. At the time of posting, notice shall be sent to the owner via U.S. mail. Existing tenants shall have 45 days to vacate a posted property if they are in occupancy at the time of posting, except that occupants shall immediately vacate a posted property if such occupancy will cause imminent danger to the health or safety of the tenants. No person, other than the code official shall remove or tamper with any placard used for posting. No person shall reside in, occupy, or cause to be occupied any building, structure or rental dwelling which has been posted to prevent occupancy except as set forth herein.

541.07 Appeal.

Subd.1. Right to Appeal. Any person may appeal from any notice and order or any action of the code official under this ordinance by filing an appeal to the City Administrator. A written appeal to the City Administrator by making a brief statement in ordinary and

concise language of that specific order or action protested, together with any material facts claimed to support the contentions of the appellant.

Subd. 2. Time Allotted for Appeal. The appeal shall be filed within 14 days or within the time of correction as allowed by the code official, whichever is shorter, from the date of the service of such order or action of the code official.

Subd. 3. Notice of Hearing. Notice of a hearing will be served by first class mail to the appealing party no less than 20 days in advance of the scheduled hearing, unless a shorter period of time is agreed upon. Service shall be deemed complete upon depositing the Notice of Hearing in the U.S. Mail, properly addressed to the last known address of the person requesting the hearing.

Subd. 4. Hearing Procedures. The hearing will be in front of the City Council. At the hearing, the party appealing shall have the opportunity to present testimony and question any witnesses, but the strict rules of evidence shall not apply. The City Council shall receive and give weight to evidence, including hearsay evidence, which possesses probative value commonly accepted by reasonable and prudent people in the conduct of their affairs.

Subd. 5. Authority on Appeal. The City Council has the authority to determine that a violation did or did not occur, to dismiss a citation or impose the scheduled fine or to reduce, stay or waive a scheduled fine either unconditionally or upon compliance with appropriate conditions.

Subd. 6. Decisions on Appeal. The City Council shall issue a decision in writing to the appealing party within 10 days of the hearing. Any fines or penalties imposed must be paid no later than 30 days of the date of the order. The decision of the City Council is final and may only be appealed to the Minnesota Court of Appeals by petitioning for a writ of certiorari pursuant to Minnesota Statute Section 606.01.

541.08 Criminal and Administrative Remedies. A violation of any provision of this ordinance is a misdemeanor. Each day the property is in violation is a separate violation. In the alternative, the City may impose the following administrative penalties upon the owner(s): \$50.00 fine plus an additional charge of \$5.00 per day commencing on the day the alleged violation or violations occur. If, however, the owner has been given a specified correction period by the code official, the fine shall be waived if the violation is confirmed corrected by the code official before the expiration of such period.

Rental Dwelling Unit License ApplicationDate:

**For inspections, please call
Metro West
at 763-479-1720**



City of Waconia
201 South Vine Street
Waconia, MN 55387
Phone: 952-442-2184
Fax: 952-442-2135
www.waconia.org

*** Please Call 952-856-4478 If You No Longer Have A Rental Unit**

Owner Information

Name:

Address:

City: State: Zip:

Phone:

Email:

Rental Site Information

Address:

City: State: Zip:

of Units: # of Buildings:

Rental Fee Information

Rental Dwelling Annual License	\$10.00 per Building
Rental Dwelling Bi-annual inspection	\$50.00/unit
Second and subsequent follow-up inspections	\$60.00/hour

Office Use Only Below This Line

Inspection Date:

License Issued:

Rental OK:

License Number:

Comments

License/Inspection Fees:

(101-32000-200)/(101-32210-200)

Amount Paid:

Receipt Number:

Date of Payment:

Type of Application

New:

Renew:

Transfer:



City of Waconia Notice To Rental Property Owners

According to the League of Minnesota Cities Utility Requirements for Rental Properties; "A city water utility may enact an ordinance making landlords, as owners of property, responsible for tenants' utility charges because the landlord allows or requests connection of the property to the utility and lets the tenants use the service. In previous years, the City of Waconia has allowed the tenant to put the utility bill in his/her name and to send the landlord/property owner a copy of the utility bill.

In an effort to align the City of Waconia ordinance with the above League of Minnesota allowances, amendment no. 615 was created to Section 410.06 of the water system provisions. The revision was passed on March 2, 2009 by the Waconia City Council and is read as follows:

"An account is a record of utility services used by each property and the period costs for those utility services. **All accounts shall be carried in the name of the owner of the property.** Proof of ownership is required. The owner shall be liable for all utility services to include water, sewer, stormwater, street lighting and irrigation services whether he or she is occupying the property or not, and any unpaid charges shall be a lien upon the property. No account will be established in the name of a tenant or other non-owner of the property at any time. Utility accounts are required to be established in accordance with Federal Trade Commission (FTC) Rule 16 CFR Part 681 Identity Theft Red Flags and Address Discrepancies Under The Fair and Accurate Credit Transactions Act of 2003"

A copy of the ordinance changes can be found online at www.waconia.org under the ordinance tab. For complete water ordinances including; the fee schedule, penalty assessments, and payment plan options please review section 410 of the ordinance for all provisions. Any further questions, comments or concerns can be directed to utilitybilling@waconia.org or call 952-442-2184.

******ATTENTION******

Smoke/Carbon Monoxide Detectors

It is the responsibility of the landlord to make sure that the smoke/carbon monoxide detectors are in good working condition at all times. Tampering with, disabling, or removal of a smoke detector is a criminal offense and is punishable by law.

If smoke/carbon monoxide detectors are found to be inoperable at the time of the initial rental housing inspection, corrections must be completed immediately and re-inspected within three (3) working days. Failure to do so will impose a penalty of \$50 fine and an additional charge of \$5.00 per day, commencing on the day after the third day of the re-inspections period. Charges will continue until the corrections are made and have been re-inspected.

The initial inspection and one (1) re-inspection are covered in the Rental Housing License Fee. Any additional inspections such as smoke/carbon monoxide inspections are normally conducted at an additional fee of approximately \$40.00 per inspection. This amount will be charged to the landlord when the Rental Housing License is picked-up.

REQUIREMENTS FOR SMOKE AND CARBON MONOXIDE DETECTORS

- 1) Smoke detectors are required in each sleeping room, outside separate sleeping area in the immediate vicinity of the bedrooms and on each story of the dwelling.
- 2) Wall mounted detectors should be located inside an area not more than 12" and not less than 4" from the ceiling.
- 3) Ceiling mounted detectors should be no closer than 4" from a side wall or peak of a vaulted ceiling.
- 4) Carbon monoxide detectors are to be located within 10' of each room lawfully used for sleeping purposes.

PRE-RENTAL INSPECTION CHECKLIST

Note from the inspector: The following provides information regarding many of the items that may be inspected during the initial rental housing inspection. (This list is not limited)

*****Please pay particular attention to smoke detectors.*

Entry

1. The building address/number shall be a minimum of 4" in height, contrasting in color.
2. Each unit identification shall be posted on or near the entrance door of the unit
3. A clear entrance/exit path must be maintained
4. Door locks
 - a. A dead bolt, keyed on outside and a thumb turn on the inside shall be installed in the entrance/exit doors of each unit.
 - b. Building common area exit doors with locks on them shall have a panic bar lock system or similar quick release locking system on the inside of the door.
5. Stoops, steps, landings, sidewalks, walkways, driveways, and parking areas shall be in a state of proper repair and maintained free from hazardous conditions.

Kitchen

1. Faucets
 - a. Operate properly – hot on left, cold on right, and operate smoothly
 - b. Proper flow
 - c. Proper temperature for both hot (not scalding) and cold
 - d. Aerator functions correctly
 - e. No leaks or dripping
2. Electrical
 - a. Switched light in the ceiling
 - b. GFCI receptacle within 6 feet of the sink
 - c. Extension cords – correct size for amperage of the appliance being supplied
 - d. Multi-plugs grounded 3 pin/hole type
3. Counter top space must be of adequate space to properly allow for the preparation of food

Living / Dining Room

1. Electrical
 - a. The use of power strips are preferred instead of multi-plugs
 - b. Extension cord are to be used on portable appliances only
2. Window and Patio Doors
 - a. Must function easily and seal correctly
 - b. Screens must be in good condition

Bathrooms

1. Electrical

- a. Shall have a switched light fixture
 - b. Shall have a functional bath fan or operable window with screen for ventilation
 - c. All receptacles within 6 feet of the sink, shower, or bath tub shall be GFCI
2. Tub/Shower enclosures shall be caulked, in good repair, and free of leaks
3. Floor must be hard surfaced and easily cleanable

Bedrooms

1. Smoke Detectors – See attached Smoke Detector Handout
2. Screens – all window shall have screens in good condition
3. Electrical
 - a. Each bedroom shall have a switched light fixture in good condition
 - b. Multi-plugs of the grounded 3 pin/hole may be used but power strips are preferred
 - c. Extension cords of proper wire size may be used for portable appliances only

Utility Area

1. A switched light fixture in good condition
2. Electrical panel
 - a. Tenants shall have access to their electrical panel
 - b. All electrical panels all have a clear path of 30 inches wide leading to them
 - c. No open circuit breaker knockouts
3. The heating appliance shall be in good condition and function as designed
4. A clear path leading to the heating system and water heater is required
5. Storage of any items closer than 36 inches to the heating system or water heater is prohibited.

Laundry Rooms

1. Electrical
 - a. A switched light fixture
 - b. A GFCI receptacle is required within 6 feet of a sink
 - c. A common laundry room required a smoke detector and carbon monoxide detector.
2. Dryer
 - a. A vent has to be metal, smooth on the inside, (no plastic allowed) 4" diameter minimum
 - b. Joints must be sealed with appropriate metal foil tape. Screws are prohibited

General Information

1. Thermostat – a functional thermostat is required in all rental units as required by code official.
2. Fire Extinguisher – All rental units shall be equipped with a 5 pound fire extinguisher with a minimum rating of 2A10BC. The extinguisher shall be located within the individual dwelling unit of in a common hallway or corridor within 50 feet of the dwelling unit door.
3. Fire Extinguishers shall be serviced and tagged annually
4. Electrical receptacles (duplex outlets)
 - a. When installed within 6 feet of any sink, tub or shower or when installed outdoors shall be of the GFCI (grounded fault circuit interrupter) type. Receptacles used outside shall have a sealed cover over the receptacles protecting them from the elements



Request for Council Action Memorandum - Workshop

Item: Garbage Contract – 2020 RFP – Discussion

Meeting Date: November 25, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To discuss the current garbage contract with Republic Services and to determine whether to maintain the current contract or to go out for RFP.

Details:

In September 2015, The City of Mayer entered into a “Collection, Transportation and Disposal of Residential Garbage” contract between the City of Mayer and Elite Waste Disposal, Inc.

The term of the agreement is September 1, 2015 to August 31, 2020.

The contract was sold to Republic Services in the middle of the contract.

The City has the option of continuing services with Republic Services or going out for RFP to solicit a new contract and rates.

Attachments:

Current Contract with Republic Services.

**CONTRACT FOR COLLECTION, TRANSPORTATION AND DISPOSAL
OF RESIDENTIAL GARBAGE FOR THE CITY OF MAYER, MN**

This Contract is made and entered into this 1st day of September 2015, by and between the City of Mayer, Minnesota, a municipal corporation and Elite Waste Disposal, Inc., a Minnesota corporation ("Contractor").

WHEREAS, the City is desirous of entering into a Contract for the collection, transportation and disposal of residential garbage and recycling within the City; and

WHEREAS, the Contractor is desirous of entering into a Contract with the City with respect to such services.

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

SECTION 1. TERM:

The Contract will commence as of the 1st day of September 2015, and will terminate on August 31, 2020. The parties may agree to extend this Contract by mutual written agreement.

SECTION 2. RESIDENTIAL GARBAGE and RECYCLING COLLECTION:

Every person who owns or occupies a residential dwelling, including a house, apartment house, multiple residential dwelling, manufactured home, or any other place of residence, must have weekly collection of garbage or other refuse.

The Contractor shall be the exclusive provider of residential garbage and recycling collection services in the City and shall collect all residential garbage weekly and recycling every other week. The Contractor will notify residents if their pick-up day and time changes from the current, pick up day schedule.

SECTION 3. RESIDENTIAL GARBAGE COLLECTION RATES:

Contractor will invoice the residents of the City of Mayer quarterly for services rendered pursuant to the rates on Attachment A.

SECTION 4. ADJUSTMENTS OF RATES:

Charges for garbage and recycling collection under this Contract shall be increased as described in Attachment A, beginning on September 1st of each year. In addition, the charges shall be adjusted to reflect any new or increases in federal, state, county or local taxes or fees.

SECTION 5. COLLECTION EQUIPMENT:

The Contractor will supply each resident with a 32, 64 or 96-gallon cart for their garbage, depending on which level of service the customer chooses. The Contractor will also supply each resident with a 32, 64 or 96 gallon cart for single sort recycling.

SECTION 6. COLLECTION OPERATIONS:

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection and transportation of refuse and recycling. The Contractor shall make every effort to maintain established pickups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage, and replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done so as to protect the highest extent possible the public health and safety.

SECTION 7. CONTRACTOR INSURANCE AND INDEMNIFICATION:

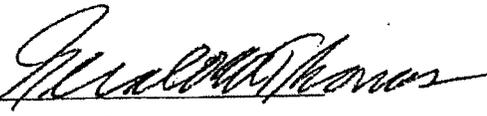
The Contractor shall carry and file policies or certificates of insurance with the City of Mayer for workman's compensation insurance, public liability insurance and property damage insurance in such amounts as required by the City and Contractor shall indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any negligent act of omission of the Contractor or their employees and agents in connection with their performance of the work. It is understood and agreed that contractor is an Independent Contractor under the laws of the State of Minnesota.

SECTION 8. FORCE MAJEURE:

Contractor's obligations hereunder shall be suspended in the event of a force majeure (Act of God, such as tornadoes, floods and other similar disasters).

IN WITNESS WHEREOF, the parties have hereunto executed this Contract by their officers on the day and year first above written.

CITY OF Mayer

By: 

Title: Mayor

Date: August 24, 2015

ELITE DISPOSAL
MINNESOTA, INC.

By: 

Title: PRESIDENT

Date: 8/27/15

**AMENDMENT TO ORIGINAL ATTACHMENT - A
(Includes Mandatory Processing Charge)**

**CITY OF MAYER PROPOSED TRASH – RECYCLING – COMPOST & ORGANICS
RATES**

TRASH

<u>Container Size</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
32 Gallon Senior	\$6.74	\$6.74	\$6.95	\$7.15	\$7.30
32 Gallon	\$7.79	\$7.79	\$8.02	\$8.26	\$8.43
64 Gallon	\$9.19	\$9.19	\$9.46	\$9.75	\$9.94
96 Gallon	\$10.58	\$10.58	\$10.89	\$11.22	\$11.44

*Prices do not include 9.75% Solid Waste Management Tax.

SINGLE SORT RECYCLING

<u>Container Size</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
32, 64, 96 Gallon	\$2.69	\$2.69	\$2.77	\$2.85	\$2.91

COMPOST / ORGANICS

Residents of Mayer can participate in both the yard-waste and organics programs. Either option requires Elite service pricing and routing.

FREE SERVICES

Weekly complimentary pickup will be provided at the Community Center and Parks, Firehall, and the Wastewater Treatment facility. Above rates also include the annual curbside spring cleanup, excluding electronics.

ANNUAL REVIEW:

The City and Contractor agree to meet and review the Contract, annually. Additionally, if modifications are deemed necessary by both parties, such modifications shall be made.

