



**CITY OF MAYER
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 28, 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. October 14, 2019 City Council Meeting Minutes
 - B. Claims
 - C. Reports
 1. Administrator's Report
 2. Fire Department Report
 3. Engineer's Report
 4. Police Department Report
 5. Public Work's Report
 - D. 2020 Election Location – Resolution 10.28.19.36
- 6. Public Hearing – Delinquent Utilities – Resolution 10.28.19.37**
- 7. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
 1. Administrative
 - A. Sheriff's Contract 2020 – Resolution 10.28.19.38
 2. Engineering
 - A. Wetland Project Update – Resolution 10.28.19.39
- 8. City Council Reports**
- 9. Other Business**
- 10. Upcoming Meetings & Events**

November 5, 2019 Election Day

November 6, 2019 Planning Commission Meeting
November 11, 2019 Veterans Day
November 12, 2019 City Council Meeting
November 13, 2019 Park Commission Meeting
November 25, 2019 City Council Meeting

11. For Your Information

12. Closed Meeting – Minn. Stat. §13D.03

A portion of the meeting may be closed to the public pursuant to Minnesota Statutes section 13D.03, subdivision 1(b) to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.

13. Adjournment

MAYER CITY COUNCIL MEETING MINUTES – OCTOBER 14, 2019

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

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

ABSENT: Council Member McNeilly

STAFF: City Administrator McCallum, WWTF Contractor Kluver, City Engineers Martini and Kotta, Fire Chief Maetzold, Public Works Kuntz and Hilgers, and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Jayne Anderson, Leah Jopp, Dewit Meier, Ron Wilke, Curtis Ziermann

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Boder with a second by Council Member Stieve-McPadden to approve the agenda as presented. Motion Carried 4/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member Butterfield to approve the Consent Agenda as presented. Motion Carried 4/0.

1. Approve Minutes of the September 23, 2019 Regular Council Meeting.
2. Approve Minutes of the September 23, 2019 Council Workshop Meeting.
3. Approve Claims for the Month of September 2019. Check numbers 22542 to 22570, E-check numbers 5414E to 5442E. Bank check numbers 50098 to 50100.
4. Acknowledge Proclamation for Pregnancy and Infant Loss Remembrance Day.
5. Approve Resolution 10-14-19-34 Appointment of Carl Olson to the Mayer Fire Department.

Mayor Dodge read Proclamation for Pregnancy and Infant Loss Remembrance Day to members of audience and Council. City Administrator McCallum presented signed proclamation to Dewit Meier.

FIRE DEPARTMENT

1. **Approve Resolution 10-14-19-35 PERA Benefit Increase** – After a lengthy discussion, a MOTION to Approve increasing the annual PERA benefit level for Mayer Fire Fighters to \$2700, an estimated contribution of \$5,261 paid by the City of Mayer, was made by Council Member Boder and seconded by Council Member Stieve-McPadden. Motion carried 3/1 (Mayor Dodge a nay). Mayor Dodge stated he was concerned with increasing the benefits again since Council just voted on an increase a month and a half ago and feels this will not entice volunteers to join.
2. **Approve 2020 Fire Contracts** –A MOTION to Approve 2020 Fire Contracts with Camden Township, Hollywood Township, Waconia Township, and Watertown Township was made by Council Member Butterfield and seconded by Council Member Boder. Motion Carried 4/0. Fire Chief Maetzold invited Council to show their support at the Mayer Fire Department Fish Fry on Sunday, October 20, 2019. He also informed Council that the Fire Department will be installing two signs honoring fallen Fire Fighter, Jeffrey Vollmer.

CITY ADMINISTRATOR

1. **Presentation on upcoming Watertown-Mayer School Referendum** – Ron Wilke, Superintendent of Watertown-Mayer School District #111 presented a PowerPoint on the upcoming School Referendum Special Election. Council thanked Ron Wilke for his presentation.
2. **Approve Council Chambers Audio/Visual Upgrades** – Tabled
3. **Approve Resolution 10-14-19-36 2020 Sheriff's Department Contract** – After continued discussion on the 2020 Sheriff's Contract, Council indicated they would like to see if the City of New Germany would consider sharing a Carver County Deputy. Council directed City Administrator to set up a future meeting with New Germany to discuss willingness to share Deputy and costs. Mayor Dodge asked City Administrator to reach out to the local businesses and invite them to discuss any concerns they may have with having a night shift Sheriff.

ENGINEERING

1. **Discussion on MPCA Phosphorus Limits at Waste-Water Treatment Facility** – City Engineers David Martini and Ryan Kotta of Bolton & Menk discussed the new MPCA requirements with Council. The Minnesota Pollution Control Agency (MPCA) notified the City that a new water quality-based effluent limit needed for phosphorus control. MPCA has requested a long list of requirements to bring the Waste-Water Treatment Facility into compliance. The City Engineers and Waste-Water Treatment Contractor do not feel they can meet the limit in the time required and recommended asking the MPCA for a compliance schedule. A MOTION to authorize Bolton & Menk to draft a letter to the MPCA asking for a compliance schedule was made by Council Member Boder and seconded by Council Member Butterfield. Motion carried 4/0.
2. **Discussion on New Germany-Waste-Water Treatment Study** – The City has received a request by the City of New Germany to consider connection to the City of Mayer's waste-water infrastructure. New Germany is looking at several options and connecting to Mayer's WWTF is one of their possible future options. Council agreed they would be willing to sit down and discuss a proposal from New Germany. Council stated that all costs, such as studies, and engineering fees, would have to be paid by New Germany. A MOTION to explore options to connect New Germany to the City of Mayer's WWTF, assuming there would be no costs incurred by the City of Mayer, was made by Council Member Boder and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

Council directed Staff to reach out to New Germany and find out if they would be willing to take on all costs.

3. **Discussion on 2020 Well, Water Tower, and WTP Projects** – City Administrator McCallum asked Council for direction on the 2020 New Production Well and Well Restoration, Water Tower Rehabilitation, and Water Treatment Plant improvement projects, including the engineering scope and fee for preliminary design, financing assistance, and final design. The estimated new production well and well rehabilitation improvement cost is projected to be \$400,000 - \$500,000 with the total well design fee for engineering projected to be \$51,500. The estimated water tower rehabilitation project cost is projected to be around \$350,000 - \$500,000 with the total design fee for engineering projected to be \$25,000. The estimated water treatment plant improvement cost is projected to be \$375,000 - \$475,000 with the total design fee for engineering projected to be \$45,000. Total estimated cost being \$1,125,000 - \$1,475,000.

These projects were considered in the rate study completed in 2018 and projected to be completed in 2021 and 2022. The well improvement projects, and water treatment plant improvements can be paid through the Minnesota Drinking Water Revolving Fund Loan Program. The water tower project proposed to be paid for in cash. The City of Mayer currently has \$1,132,292 in cash reserves in the water fund.

A MOTION authorizing Bolton & Menk to move forward with engineering designs for the 2020 Well, Water Tower, and WTP projects was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 4/0.

Council directed City Administrator to invite a financial advisor to come in and answer questions from the Council.

FOR YOUR INFORMATION

- Acknowledge Minutes for the October 8, 2019 Park Board Meeting.

COUNCIL CONCERNS

- Council Member Boder ask City Administrator if there were any answers from the Fire Chief regarding the misinformation communicated to residents and staff. He requested a copy Fire Department Meeting Minutes and suggested including the minutes in future Council packets.

ADJOURN

There being no further business, a MOTION was made by Council Member Stieve-McPadden and seconded by Council Member Butterfield to adjourn the meeting at 8:16 p.m. Motion Carried 4/0

Mike Dodge, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

ACCOUNTS PAYABLE LIST

OCTOBER 28, 2019

Checks: 22571 - 22589, 5443E - 5451E, 50101

22571	Carver County	Parcel Listing - Variance Notification	\$25.00
22572	Bobs Repair of Mayer	Public Works - Hitch Pin	\$13.37
22573	Bond Trust Services	2,785,000 GO BOND - 2017 A	\$458,800.00
22574	Carver County	3 Quarter Police Contract - Overtime	\$224.60
22575	Emergency Medical Training	FD School Bus Crash Training	\$100.00
22576	Greater MN Communications	October Utility Billing and Newsletter	\$962.67
22577	Hach Company	WWTP Filter Paper	\$212.48
22578	Jefferson Fire & Safety	Water Rescue Throw Bag	\$62.19
22579	Kjolhaud Environmental Services	Project Site - Wetland Meeting	\$175.00
22580	Lincoln Nationsl Life Insurance	Employee Life Insurannce Benefit	\$202.80
22581	MFSCB	Recertification - F.D. - Andrew Maetzold	\$25.00
22582	Mini Biff	Park - Potties	\$431.59
22583	Mobil - Exxon	Gas- Lawn Mowing/Public Works/FD	\$652.13
22584	Peak Heating and Cooling	Community Center Services - Fall	\$742.50
22585	R Home LLC	1712 Hidden Trail - Escrow Reimbursement	\$2,500.00
22586	Ratwik Roszak and Maloney	Attorney Services: Including Labor Negotiations	\$7,275.87
22587	Tom Geopfert - On Call	On Call Pay	\$100.00
22588	Trugreen Commercial	Weeds/Grass - City Parks, WWTP	\$2,981.85
22589	Visa	Bagy Jo - Jacket, PW Conference, PW Supplies	\$1,312.15
22590	WM Mueller and Sons Inc	Rock - 20 tons	\$571.17
5443E	Minnesota Dept of Revenu	Quarter 3 2019 Sales and Use Tax	\$463.00
5444E	MN Dept of Labor and Industry	Quarter 3 2019 Permit Surcharge Payment	\$1,027.15
5445E	McCloed Coop Power Assn	City Sign	\$37.03
5446E	McCloed Coop Power Assn	Street Lights	\$688.86
5447E	Xcel Energy	Street Lights	\$1,776.90
5448E	ADP LLC	Employee Payroll	\$6,370.13
5449E	ADP LLC	Employee Payroll Tax	\$2,688.04
5450E	PERA	Employee Benefit	\$1,276.10
5451E	ADP LLC	Payroll Processing Fee	\$85.98
50101	ADP LLC	Edholm PR	\$127.48
			<hr/>
			\$491,911.04

Administrator's Report

Watertown-Mayer School District Elections –Reminder that this is on November 5, 2019.

2020 Enterprise Budgets- This will be coming to the Council at the workshop on November 12, 2019.

2020 General Budget – This will be coming to the Council as the workshop on November 12, 2019 for further review to finalize by December.

2020 Utility Rates - This will be coming to the Council at the workshop on November 12, 2019.

ReRoof of Community Center/City Hall – This project is complete.

West Ridge Parking Lot – Some of the concerns are still being addressed. Due to bad weather, there has been a delay in completion. But they did acknowledge and confirm that they would be addressing concerns that staff had on the project.

MnDOT – 2020 Project – MnDOT will not be at the October 28, 2019 meeting as originally planned. They had to move to the November 12, 2019 meeting. They are going to discuss the project at this time.

Planning Commission Meeting in November – Reminder - This meeting will be moved from November 5, 2019 to November 6, 2019 because the 5th is Election Day. There are a couple site plan reviews that will be on the agenda for the meeting.

Veterans Day – Due to Veterans Day on Monday, November 11, 2019, the Council meeting will be on Tuesday, November 12, 2019 and the Park Commission will be on Wednesday, November 13, 2019.

Meadow Park Project – This park is still closed. Due to weather, there was a delay in the pouring of concrete. This has now been completed. Nonetheless, the restoration has been delayed due to the bad weather. We will post something on Facebook as soon as it is open again.

Sincerely,
Maggie McCallum

Date: October 9, 2019

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 09/30/19

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
09/10/19	1206	Camden	Bicycle crash, Dakota Rail Trail Crow River Bridge	11
09/14/19	1859	Hollywood	Mutual Aid Watertown, 1980 Sally Ave	9
09/17/19	0602	Watertown	Water Rescue, Co Rd 123 & 42 nd St	26
09/17/19	1233	Hollywood	Medical, 14415 58 th St	9

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
09/02/19	1236	Medical, 104 Ridgeway Rd	11
09/07/19	0238	Medical, 2421 Riverbend Trail	9
09/11/19	2243	Medical, 416 5 th St NE	13
09/13/19	0817	Medical, 305 5 th St NE	7
09/17/19	1004	Medical, 533 Ridge Rd	8
09/26/19	0919	Medical, 2308 Coldwater Crossing	6
09/27/19	0950	Medical, 2308 Coldwater Crossing	8

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 09/30/19

09/09/19	Regular Meeting
09/16/19	Group Training
09/19/19	Chiefs Meeting - Mayer
09/23/19	Training – Water Movement and set up
09/30/19	Firefighter Recruitment Night



MEMORANDUM

Date: October 24, 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 September billing period:

Miscellaneous Engineering

Miscellaneous engineering included the following:

- Reviewing lot surveys for Cold Water Crossing.
- Reviewing a parking pad for 1231 Hidden Creek Blvd.
- Correspondence related to the next phase of Fieldstone.
- Pond maintenance planning.
- Project management for the wetland restoration project.
- CIP planning for the WWTP, WTP, and the water tower.
- Reviewing ADA requirements for the Old School House Park trail.
- Reviewing New Germany's request for wastewater treatment options.

9.5 hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of **\$1,016.5**.

Comprehensive Plan Support

During the billing period, we continued to spend time on the Land Use section of the plan. Time included correspondence with Met Council and providing supplemental information.

Sanitary Sewer Improvements

During the billing period, time was spent reviewing televising reports and processing a pay request.

Street Improvements

During the billing period, time was spent reviewing the project area and developing the scope of work for the 2020 Mill and Overlay Project.

Cold Water Crossing 7th Addition

During the billing period, time was spent reviewing the project for City acceptance.

West Ridge Park

During the billing period, time was spent on preparing contracts and construction observation.

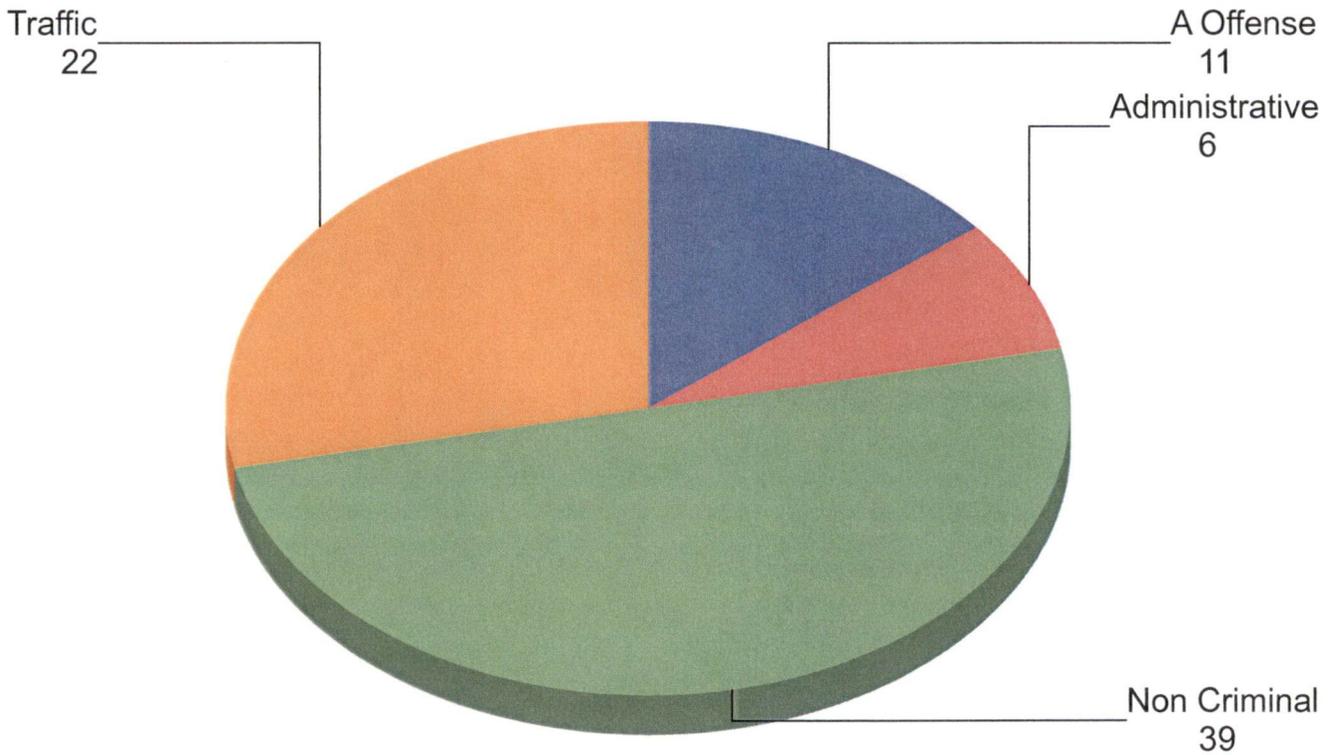


**City of Mayer
September 2019**



Carver County Sheriff's Office
Monthly Calls for Service
From: 9/1/2019 To: 9/30/2019

Mayer City



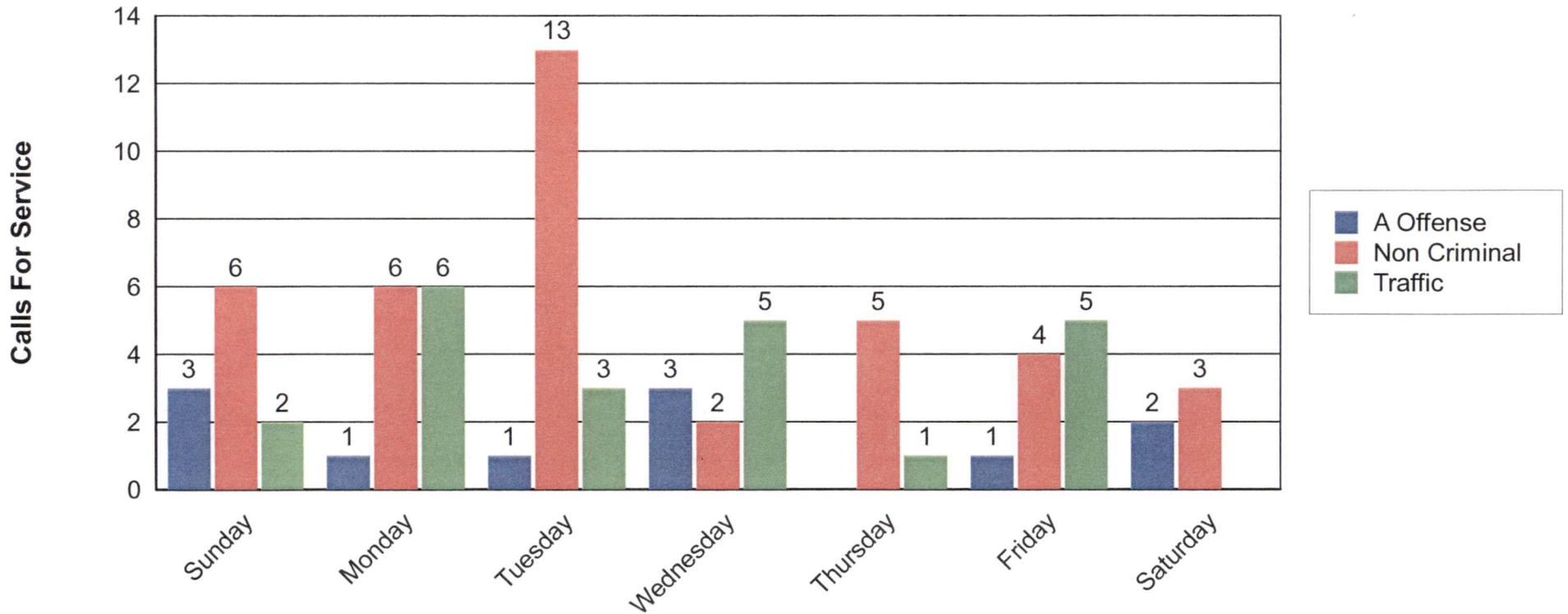
Total A Offense:	11
Total Non Criminal:	39
Total Traffic:	22
Total Administrative:	6

Total Mayer City: 78



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 9/1/2019 To: 9/30/2019

Mayer City

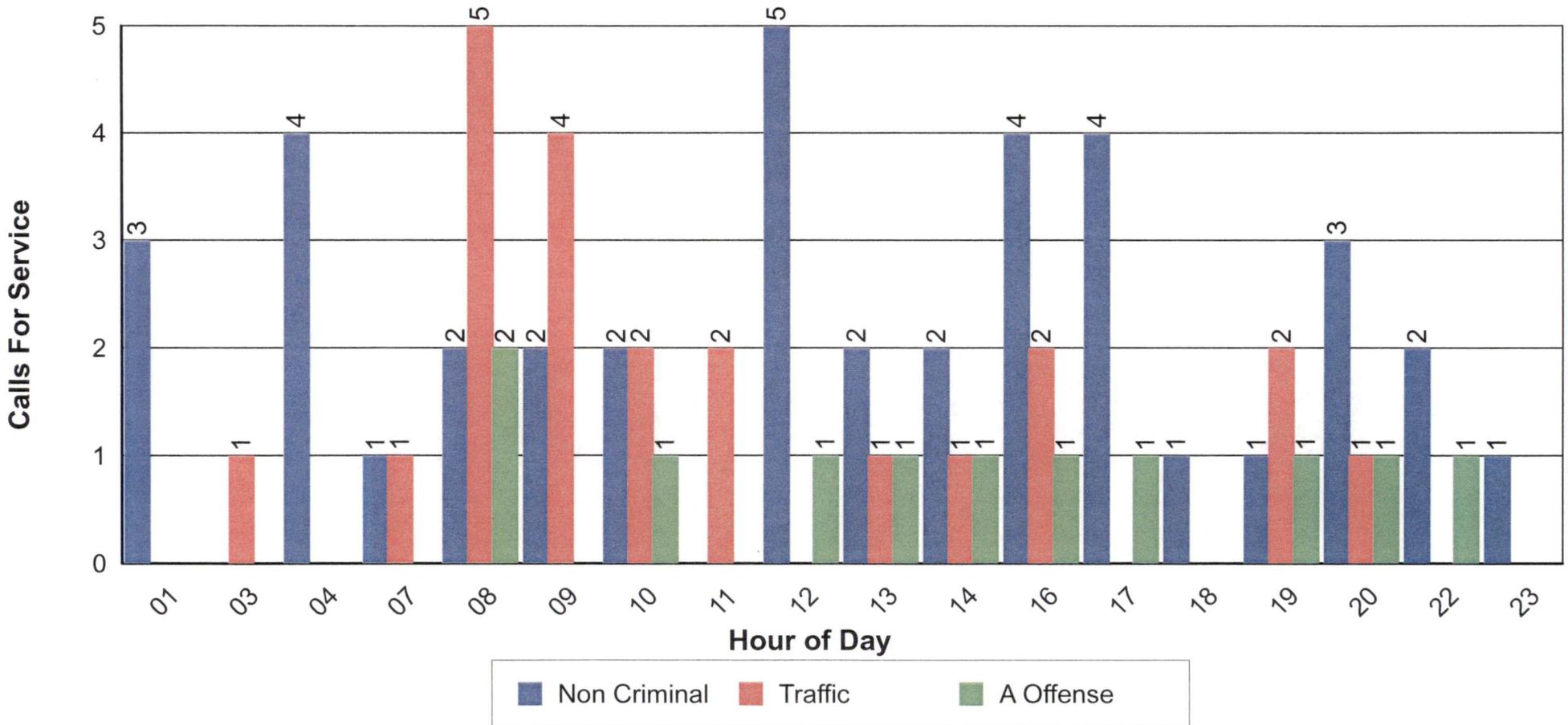


Total Mayer City: 72



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 9/1/2019 To: 9/30/2019

Mayer City



Total Mayer City: 72



Carver County Sheriff's Office
Monthly Calls for Service
From: 9/1/2019 To: 9/30/2019

Mayer City

Patrol

A Offense

Assault	3
Burglary	2
Property Damage	3
Pornography	1
Theft	1
Fraud	1

Total A Offense: 11

Non Criminal

Misc Non-criminal	8
Unlock Vehicle/bldg	1
Abuse/Neglect (Info Only)	3
Animal	3
Medical	9
Assist Other Agency	1
Civil Process	1
Suspicious Activity	4
Open Door	6
Disturbance (Info Only)	3

Total Non Criminal: 39

Traffic

Traffic - Misc	5
Traffic Stop	15
Driving Complaint	2

Total Traffic: 22

Total Patrol: 72

Administrative

Administrative

GunPermit-Acquire	3
GunPermit-CarryNew	3

Total Administrative: 6

Total Administrative: 6

Total Mayer City: 78



Carver County Sherff's Office

Arrest Summary

For: Mayer City

From: 9/1/2019 To: 9/30/2019

Mayer City

	Total Charges	Total Arrestees	Total Incidents
13B - Simple Assault	3	3	2
290 - Destruction/Damage/Vandalism of Proper	2	0	0
370 - Pornography/Obscene Material	1	1	1
90Z - All Other Offenses	1	0	0
Totals for Mayer City	7	4	3



Carver County Sherff's Office

Traffic Citation Summary

From: 9/1/2019 To: 9/30/2019

Mayer City

No Proof Of Insurance:	1
School Bus Stop Arm Violations (Misd):	1
Speed:	1
Total Mayer City:	3



**Carver County Sheriff's Office
Verbal Warnings
From: 9/1/2019 to 9/30/2019**

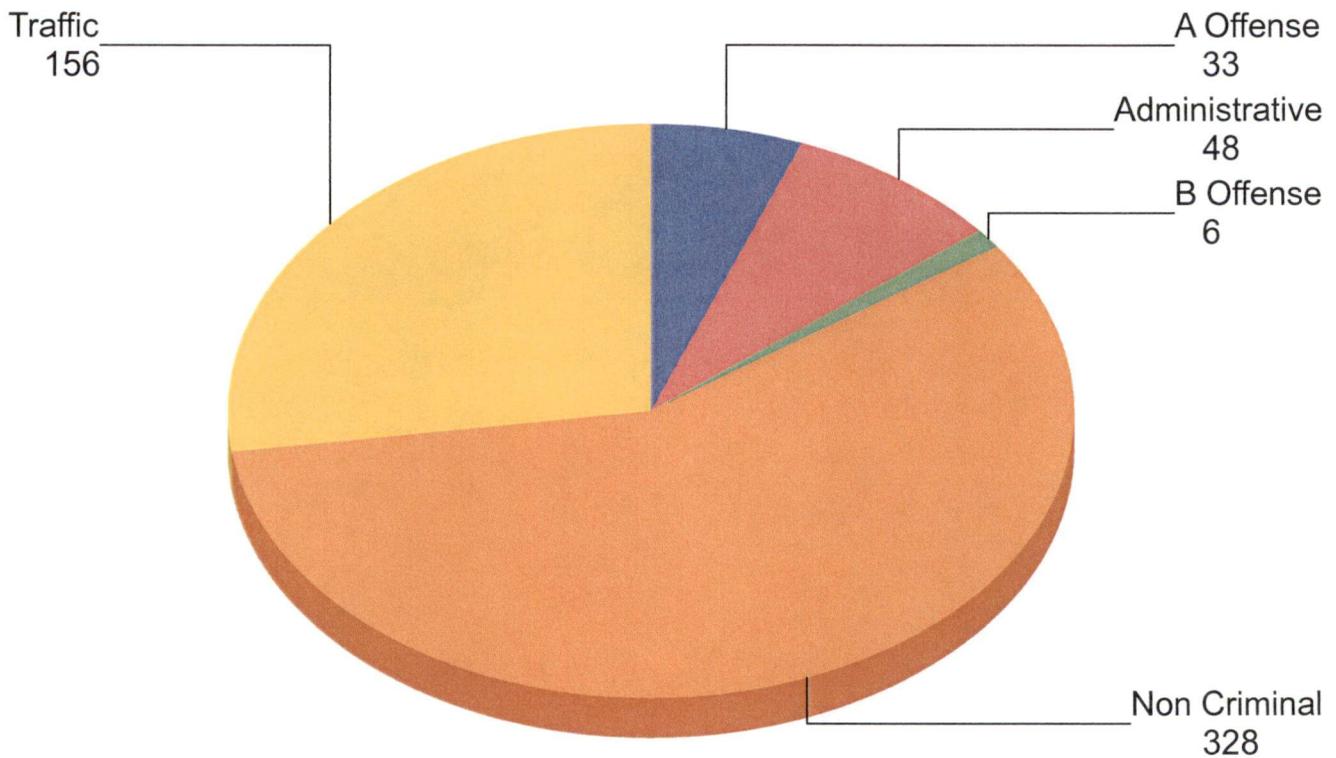
Mayer City

Animal:	1
Traffic Stop:	13
Grand Total Verbal Warnings:	14



**Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2019 To: 9/30/2019**

Mayer City



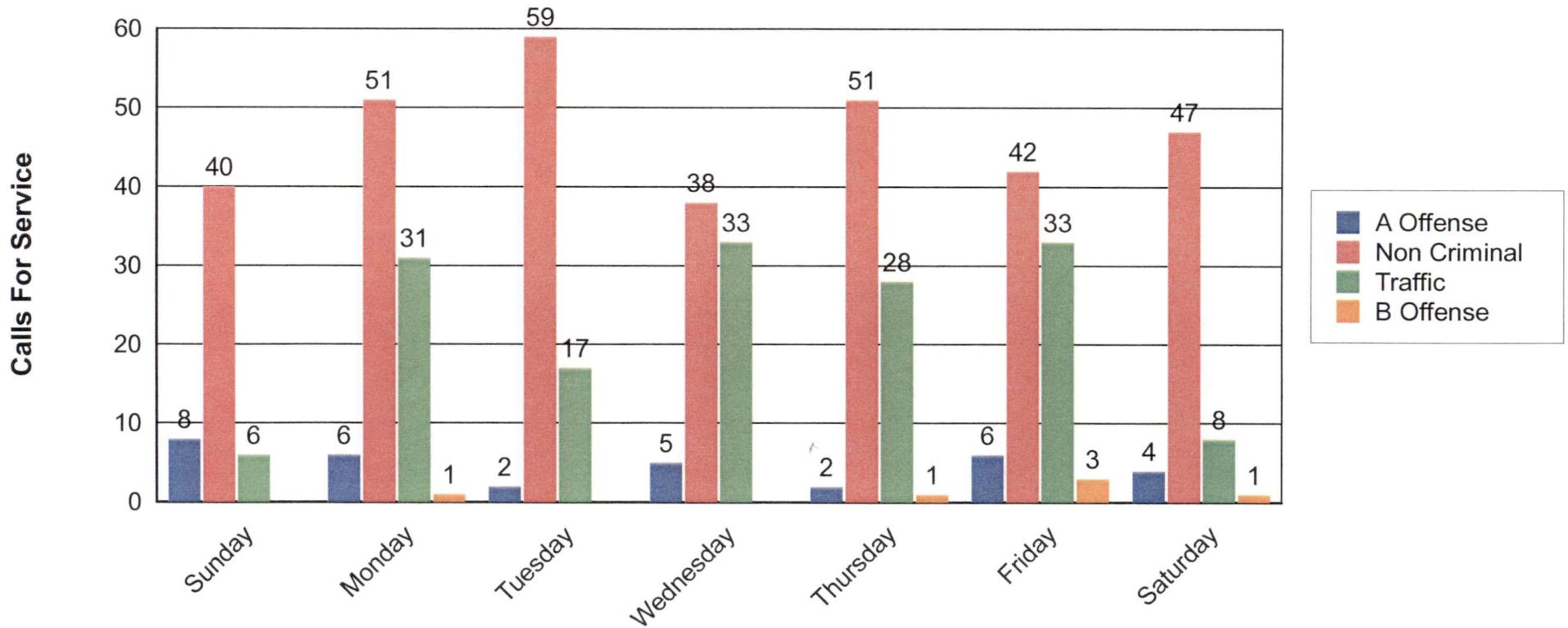
Total A Offense:	33
Total B Offense:	6
Total Non Criminal:	328
Total Traffic:	156
Total Administrative:	48

Total Mayer City: 571



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 1/1/2019 To: 9/30/2019

Mayer City

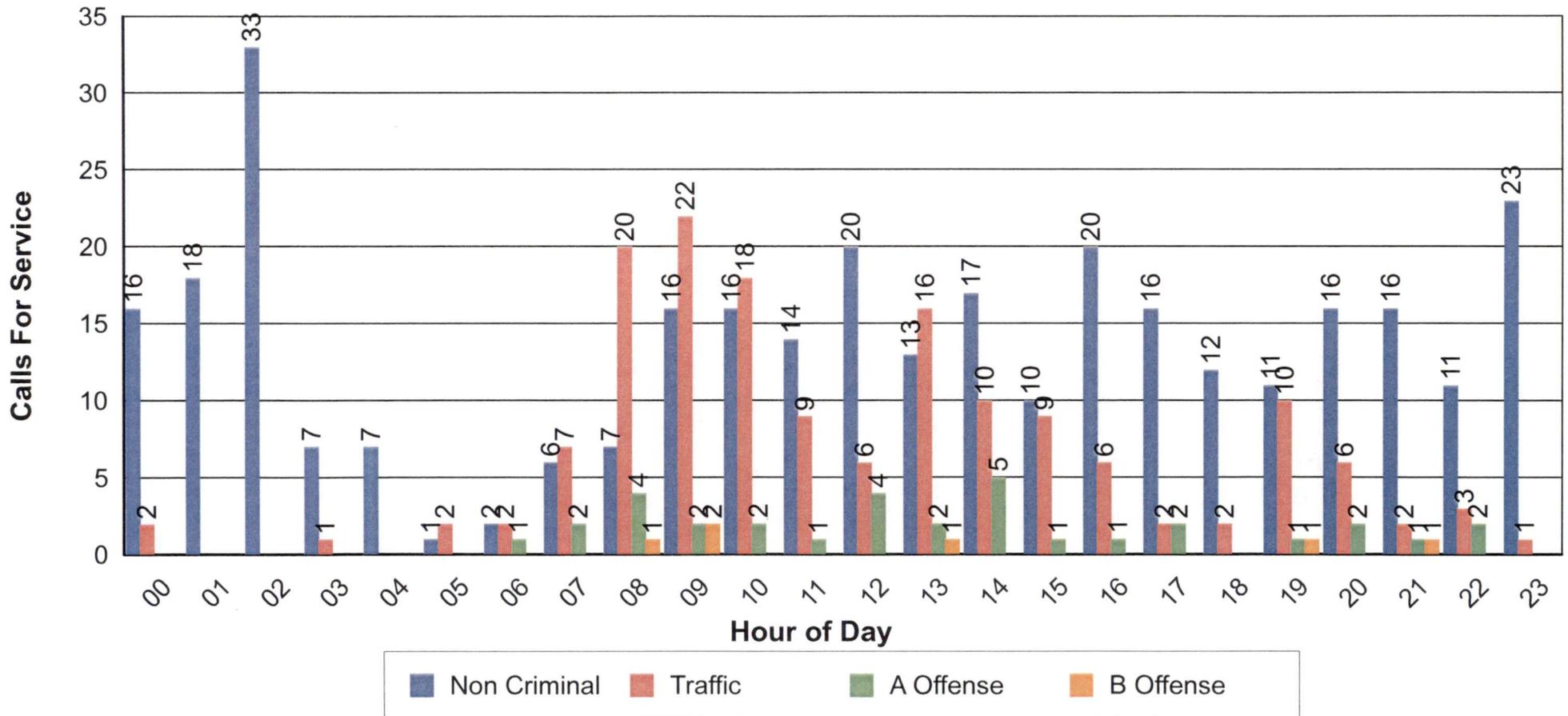


Total Mayer City: 523



**Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 1/1/2019 To: 9/30/2019**

Mayer City



Total Mayer City: 523



Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2019 To: 9/30/2019

Mayer City

Patrol

A Offense

Assault	4
Burglary	4
Drug Violation	2
Traffic - alcohol Rel	1
Property Damage	7
Pornography	2
Theft	8
Fraud	4
Vehicle Theft	1

Total A Offense: 33

B Offense

Traffic - alcohol Rel	1
Misc - criminal	1
Ordinances	3
Runaway	1

Total B Offense: 6

Non Criminal

Misc Non-criminal	44
Unlock Vehicle/bldg	3
Alarm	19
Domestic	7
Missing Person	2
Abuse/Neglect (Info Only)	21
Animal	21
Medical	54
House Check	1
Assist Other Agency	7
Fire Call	11
Mental Health	1
Civil Process	2
Warrant Service	4
Suspicious Activity	43
Open Door	64
Disturbance (Info Only)	22
Child Custody Dispute	2

Total Non Criminal: 328

Traffic

Traffic - Misc	28
Traffic Stop	113
Pd Accident	6
Driving Complaint	9

Total Traffic: 156

Total Patrol: 523



**Carver County Sheriff's Office
Monthly Calls for Service
From: 1/1/2019 To: 9/30/2019**

Administrative

Administrative

GunPermit-Acquire	16
GunPermit-CarryNew	16
GunPermit-CarryRenew	9
GunPermit- Carry Late Ren	1
Rec Ck - Name Change	1
Rec Ck - Other Employ	1
Lic - Liquor	4
Total Administrative:	48

Total Administrative: 48

Total Mayer City: 571



Carver County Sherff's Office

Arrest Summary

For: Mayer City

From: 1/1/2019 To: 9/30/2019

	Total Charges	Total Arrestees	Total Incidents
Mayer City			
13B - Simple Assault	3	3	2
13C - Intimidation	1	1	1
290 - Destruction/Damage/Vandalism of Proper	2	0	0
35A - Drug/Narcotic Violations	3	3	3
370 - Pornography/Obscene Material	2	2	2
90D - Driving Under the Influence	3	1	1
90G - Liquor Law Violations	1	0	0
90Z - All Other Offenses	5	3	3
Totals for Mayer City	20	13	12



Carver County Sherff's Office Traffic Citation Summary From: 1/1/2019 To: 9/30/2019

Mayer City

DAS, DAR, DAC:	5
Expired Tabs:	4
Inattentive Driving:	1
Mufflers (faulty):	1
No Parking Anytime:	1
No Proof Of Insurance:	1
Parking - All Other:	1
School Bus Stop Arm Violations (Misd):	1
Seatbelt Violation:	2
Speed:	3
Total Mayer City:	20



**Carver County Sheriff's Office
Verbal Warnings
From: 1/1/2019 to 9/30/2019**

Mayer City

Animal:	3
Disturbance (Info Only):	2
Driving Complaint:	1
Misc Non-criminal:	2
Traffic - Misc:	3
Traffic Stop:	92
Grand Total Verbal Warnings:	103



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from September 19th (2019) to October 24th (2019)

Roads

- Drafted proposal for 2019 road repairs
- Started trimming boulevard trees in Fieldstone development
- Contractor came to installed curbing around catch basins on Bluejay Ave

Parks

- Mowed and weed whipped all parks as needed
- Met with city engineer and contractor about West Ridge park parking lot project
- Met with city engineer to discuss making old schoolhouse park trail ADA compliant
- Contractor came to spray and fertilize all parks
- Trimmed trees in Meadow park and Discovery park
- Dug in curbing and four square pad in Meadow Park
 - Contractor completed all cement work
 - Rough final grade has been completed
 - Waiting for dry conditions to be able to add woodchips and to complete final grade

Water Treatment Facility

- Took water samples for Minnesota Department of Health
- Worked on 2020 budget
- Worked with city engineer on 2020 water treatment plant projects

Wastewater Treatment Facility

- Troubleshoot issues with influent lift station floats and transducer

Lift Stations & Collection System

- Worked on 2020 budget for collection system
- Started looking at 2020 collection system projects
 - Jetting and Televising
 - Final CIPP Lining and manhole grouting

Miscellaneous

- Cleaned and organized public works building
- Routinely unplugged storm water drain in Cold Water development due to beavers
- Went to the city of Carver to pick up old council desk and monitors
- Fixed heater vent pipe on old public works building
- Pinnacle Roofing started reroofing City Hall/Community center
 - Public works removed old exhaust vent from janitors closet
 - Hauled out old river rock
- Attended council meeting on 10/14/19

Equipment

- Greased, changed oil, and sharpened blades on both Hustler mowers
- Attended equipment conference in St. Cloud
- Installed new strobe lights and work lights on F350
- New Mack truck cab and chassis is complete
 - Currently at Towmaster waiting to be outfitted with plow equipment
 - Current estimated completion date is January 1st



**RESOLUTION 10.28.19.36
CITY OF MAYER
COUNTY OF CARVER**

A RESOLUTION DESIGNATING POLLING PLACE LOCATIONS FOR 2020 ELECTIONS

WHEREAS, Minnesota State Statute 204B.16 Subdivision 1 requires that by December 31 of each year, that the governing body of each municipality designate by ordinance or resolution a polling place for each election precinct for the following calendar year.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Mayer, Carver County, Minnesota hereby adopts the following polling places designated for each precinct in 2020:

Precinct

City of Mayer Mayer City Hall Community Center – 413 Bluejay Avenue, Mayer, MN
55360

Adopted this 28th day of October, 2019 by the Mayer City Council.

Margaret McCallum, City Administrator

Michael Dodge, Mayor



Request for Council Action Memorandum

Item: Certification of Delinquent Utilities and Miscellaneous Unpaid Fees

Meeting Date: October 28, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To approve resolution 10.28.19.37 approving certification of delinquent utilities and miscellaneous unpaid fees to Carver County for collection with the 2020 property taxes.

Details:

Each year, the City prepares a roll of delinquent utilities and unpaid miscellaneous fees. The fees for the most part are delinquent utilities. There may also be mowing fees. Property holders on the roll are provided approximately 30 days mailed notice of a public hearing to considered the certification of fees to Carver County, with their unpaid charges itemized in the notice.

They are given the opportunity to pay the delinquencies prior to November 15, 2019.

The total roll is currently at \$21,344.38.

The 2019 payable 2020 roll of unpaid charges is shown in the attachments to this memo, attached to the resolution. Should Council adopt the resolution, the roll will be certified to Carver County with the payable 2020 property taxes. It needs to be certified to Carver County by November 31, 2019.

The charges are proposed to be certified for a period of 1 year at 6% interest, and will include a \$50 special assessment administrative fee.

Staff recommends approval of the certification of unpaid charges.

Attachments:

Resolution 10.28.19.37

Delinquent Charges List

RESOLUTION 10.28.19.37
APPROVING CERTIFICATION TO CARVER COUNTY OF UNPAID DELINQUENT PUBLIC UTILITIES
AND MISCELLANEOUS FEES
CITY OF MAYER

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon objections to the proposed certification of unpaid delinquent storm water, sewer, water, and unpaid miscellaneous fees relating to mowing services.

WHEREAS, the property owners have been properly notified of said pending assessment;

WHEREAS, Appendix A lists the property owners, the property address, the property identification number and delinquent amounts.

NOW THEREFORE BE IT RESOLVED, that the City Clerk will certify to the County Auditor for inclusion on the 2020 tax statements, those bills which remain unpaid as of November 15, 2019.

Adopted this 28th day of October, 2019 by the Mayer City Council.

Margaret McCallum, City Administrator

Michael Dodge, Mayor

PROPERTY OWNER	PROPERTY ADDRESS	PROPERTY PID	DELINQUENT AMOUNT
Drew Kating (Landmark Holdings)	313 Ash Avenue North	50.2260030	\$614.77
Amy Quast & Zach Ripka	312 Bluejay Avenue	50.2260080	\$839.85
Michael Hanks	104 5th Street NE	50.0061000	\$432.87
Erica Bogema	509 Ridge Road	50.6510010	\$223.99
Kristine Ziermann	621 Ash Avenue S	50.5500070	\$610.94
Adam & Kelsey White	1131 Cardinal Circle	50.2400240	\$543.24
Duane Torgerson	1113 Apple Circle	50.2400090	\$264.92
Jeremiah & Megan Jones	1166 Hidden Creek Blvd	50.2410250	\$400.94
Paul Stein & Toni Coleman	1243 Meadow Parkway	50.2410190	\$321.73
Ali Matson	2478 Deerwoods Court	50.1270120	\$1,049.44
Jeff Jackson	1350 Birch Drive	50.2420480	\$292.95
Danny & Linda Peterson	2346 Coldwater Crossing	50.1280040	\$348.46
Bryce Wilson	1369 Foxtail Glen	50.2420540	\$309.80
Jeremy & Theresa Jensrud	1383 Pinecone Circle	50.2430330	\$500.14
Josh Monahan	2480 River Bend Trail	50.1290250	\$458.48
Amy Loegering	2448 River Bend Trail	50.1290170	\$612.56
Chris & Emily Jackson	2609 Rocky Meadow Lane	50.1300240	\$185.12
Dustin and Sarah Birch	2626 Rocky Meadow Lane	50.1300210	\$299.24
Dawn & Joe Dvorak	2570 Schumacher Ct	50.1300310	\$954.92
Brandon Whorton	2354 Coldwater Crossing	50.1280020	\$700.37
Wendy & Steve Bakken	2574 Schumacher Ct	50.1300300	\$1,373.13
Joe & Gina DeBoer	1731 Hidden Trail	50.2440340	\$650.33
Myron Mortenson	1267 Meadow Parkway	50.2440350	\$2,317.42
Ryan & Anne Otto	5175 Harvest Curve	50.2110170	\$1,019.99
Mitch Erickson	1771 Hidden Trail	50.2440240	\$600.42
Paul Rustad	1759 Hidden Trail	50.2440270	\$366.79
Amanda Ford	1609 Pinecone Circle	50.2440550	\$966.53

Quinn Merritt	1740 Hidden Trail	50.2440190	\$1,815.60
Katie & Goeff Lemke	2502 Rocky Meadow Lane	50.1290320	\$252.22
Sarah & Ryan Prinsen	1622 Walnut Court	50.2440400	\$523.95
Erica Kupser	1632 Walnut Court	50.2440390	\$421.09
Jared & Kim Switch	337 2 nd Street NW	50.7250350	\$140.33
Andy & Natalie Jorges	1675 Hidden Trail	50.2470220	\$249.34
Adam & Crystal Kube	1667 Hidden Trail	50.2470240	\$682.51
			\$21,344.38



Council Memorandum – Workshop

Item: 2020 Contract for Police Services

Meeting Date: October 28, 2019

Presented By: Margaret McCallum, City Administrator

Recommendations/Council Action/Motion Requested:

To discuss and possibly finalize the contract with the Carver County Sheriff's Department for 2020 Police Services.

Details:

Current Coverage:

The City of Mayer contracts with Carver County Sheriff's Department for its police services.

Each year both parties work through an agreement that will work for the City of Mayer and the Carver County Sheriff's Department.

The current 2019 contract is for a Full Time Equivalent (FTE) Deputy (2080 hours) at .67%. The City also receives 130 hours in Community Service Officer Hours.

Coverage Discussions and Changes

Over the past few months, the City Council has been researching and discussing the contract and desired changes. One of the desires was to have more of an evening presence in the community.

Based on the previous discussion at the September 23, 2019 City Council Workshop meeting, it was decided to draft a contract that would:

1. Increase from a .67 FTE to a full 1.0 FTE.
2. Change the hours from a standard day presence to a rotating 3p.m. – 1a.m. shift (Tuesday – Friday) and (Wednesday – Saturday).
3. Maintain the ability to purchase extra shifts as desired and needed.

Cost Changes – 1FTE Without collaboration with New Germany

The cost for 2020 would be \$137,440.00; an increase of \$49,515.00. This is mainly do to the shift from .67 to 1.0 FTE.

Cost Changes – 1FTE With collaboration with New Germany

The cost for 2020 would be \$121,620.00; an increase of \$33,695.00. The City would have a .88 FTE and New Germany a .12 FTE.

Personnel Cost	2017 (.67)	2018 (.67)	2019 (.67)	2020 (1.0)	2020 (.88)
Corporal	\$66,205.00	\$68,652.00	\$69,148.00	\$107,475.00	\$94,578.00
CSO 130 Hours	\$4,350.00	\$5,022.00	\$5,006.00	\$5,607.00	\$5,607.00
Vehicle Cost	\$21,093.00	\$13,896.00	\$13,771.00	\$24,358.00	\$21,435.00
Total	\$91,648.00	\$87,570.00	\$87,925.00	\$137,440.00	\$121,620.00

Additional Shifts Available For Purchase -

The current contract reads that if the city wants additional hours beyond the level of contracted services, hours would be billed at \$68.42 per hour.

Preliminary Budget -

The City has currently budgeted \$145,000.00 for the year 2020. In 2019, the City budgeted, \$100,000.00.

Final Budget –

Depending on the decision made to collaborate with New Germany or not, the City would be able to reduce from the \$145,000.00.

Attachments:

- 2020 Police Contract at .88 sharing with New Germany.
- Resolution 10.28.19.38- Approving the Contract for Police Services in 2020.

CONTRACT FOR POLICE SERVICES

Mayer

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

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

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

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

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

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

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
 - 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

ARTICLE IV

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

ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

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

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

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

5. LIABILITY

(a) It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by 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 set forth in Minnesota Statutes, Section 471.59, Subdivision 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.

(b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. 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.

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

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2020 to December 31, 2020. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. As contained in this contract.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2021, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Mike Wollin
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
mwollin@co.carver.mn.us
Office: 952-361-1857
Cell: 952-220-7926

City of Mayer
Margaret McCallum, Administrator
413 Blue Jay Ave.
Mayer, MN 55360
Phone: 952-657-1502
Margaret.mccallum@cityofmayer.com

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

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

The first eighty (80) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 80 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$68.42.

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

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

PERSONNEL COST

Deputy .88 (2080 FTE)	\$94,578
CSO – 130hours	\$5,607

VEHICLE COST

Patrol Vehicle – .88	<u>\$21,435</u>
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<u>TOTAL POLICE SERVICES</u>	\$121,620
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$60,810.00 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$60,810.00 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

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

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

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

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____, _____

SIGNED: _____
Mayor

DATE: _____

SIGNED: _____
City Administrator

DATE: _____

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

COUNTY OF CARVER:

SIGNED: _____
CHAIR, BOARD OF COMMISSIONERS

DATE: _____

SIGNED: _____
SHERIFF

DATE: _____

Attest

SIGNED: _____
COUNTY ADMINISTRATOR

DATE: _____

RESOLUTION 10.28.19.38
APPROVING THE CONTRACT FOR POLICE SERVICES
FOR CALENDAR YEAR 2020
CITY OF MAYER

WHEREAS, The City of Mayer (the “City”) desires to contract police services with Carver County and the Carver County Sheriff’s Department; and

WHEREAS, such contracts are authorized by the provisions of Minnesota Statutes, Chapter 471.59, and the 1961 Sessions Laws, Chapter 693; and

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

WHEREAS, the 2020 contracted hours as established between the City Council and the Sheriff’s Department will be a rotating schedule of:

- 3 p.m. – 1 a.m. Tuesday – Friday
- 3 p.m. – 1 a.m. Wednesday - Saturday

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Mayer, Carver County, Minnesota, hereby approves the Contract for Police 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 28th day of October, 2019 by the Mayer City Council.

Margaret McCallum, City Administrator

Michael Dodge, Mayor



MEMORANDUM

Date: October 23,2019
To: Margaret McCallum, City Administrator
From: Andrew Budde-Project Manager
Subject: Mayer Wetland Restoration
City of Mayer
Project No.: C13.102839

Background:

The City of Mayer had identified the need to improve their overall storm water conveyance and storage system which was identified and detailed in the 2005 Surface Water Management Plan. This included improvements on the storm sewer system all the way from the outlets at the Crow River, extending upstream through the City to the southern city limits, and was intended to reduce flooding that was occurring throughout the City. The solutions generally consisted of upsizing various critical segments of storm sewer pipe and providing additional storm water storage in key locations. The wetland basin located south east of TH 25 (Ash Ave) and 1st Street was identified as a location that could be used to add additional storage and therefore reduce the need for larger pipes downstream. As the project scope began to develop it was also identified that the existing wetland basin was previously drained from its historic condition and met the qualifications for a wetland restoration project. This added the additional benefit of the City potentially earning income from selling future wetland credits, or at a minimum offsetting some of the project costs. In addition, the City was awarded a \$50,000 grant from the CCWMO to help complete the project. Also, the City needed to enter into an agreement with the adjacent property owner to the east, Joel Vinkemeier, as the wetland basin and storm water would also encroach into his property.

In the fall of 2015, a construction contract was awarded to Schneider Excavating for the grading and pipe work required for the storm water improvements and wetland banking process. The work was substantially completed in March 2017. Also, in the fall of 2015 the revegetation contract was awarded to Prairie Restorations which included 3 years of annual maintenance. The revegetation is a key component to maximizing the amount of wetland credits to be gained in the future. They began maintenance in portions of 2016 and continue to provide maintenance under their contract. Attached to this memo is the 2019 Observation Memo.

Washout Repair:

As part of the observation memo it was identified that there was a washout that occurred in the southeast corner of the site that will need to be corrected in order to achieve approval of the wetland bank. A portion of the existing tile had washed out and created a gully. This was worsened by the large amount of offsite surface water the drains to the wetland basin from the southeast and will continue to erode if not repaired and protected. We are in process of acquiring pricing from Schneider Excavating to complete the repairs. Two options were reviewed and are being priced: Option 1. Remove the washed-out tile, grade and repair the gully and stabilize with turf reinforcement mat; Option 2. Repair the tile, add a drainage structure and discharge pipe to capture and convey the offsite surface water. Option 1 is

estimated to be \$10,700 but will likely continue to be an erosion issue over time due to the turf restoration, slopes, and volume of water that it must convey. Option 2 is estimated to be \$25,000 but is more resilient to erosion and should be easier long term for the City to monitor and maintain. We are continuing to work with BWSR and are still waiting their approval of Option 2. Therefore, we are looking to receive authorize to work with Schneider Excavating to complete the for Option 2 (pending any revisions from BWSR) for a not to exceed amount of \$25,000 with the work intended to be completed this late fall/early winter. The City has yet to receive the remaining half (\$25,000) of the grant received from the CCWMO. It is anticipated that the City would receive that remaining money this winter and could be used to cash flow the repairs if needed.

Drainage & Utility Easement:

One of the requirements of the wetland banking site is that it is to have a conservation easement recorded over it that provides rights to BWSR and ACOE to ensure the wetland is protected in perpetuity. The requirement of BWSR is to have all other easements be subordinate to the conservation easement. The City already has an existing drainage & utility easement over all of Parcel A of the Sell Commercial Industrial Park plat. BWSR has requested the City pass a resolution stating the subordination of the existing drainage & utility easement to the future conservation easement. See attached figure for location of existing drainage & utility easement. Currently there are existing storm sewer pipes and watermain that are located within the City owned parcels and will be within the conservation easement areas. Because these utilities are shown in the construction plans the City will be able to inspect, maintain, and repair these facilities in the future. An additional requirement that is created by subordinating the drainage & utility easement is that any vegetation that is disturbed during maintenance and or repair of the existing utilities will need to be restored to the condition of the surrounding wetland. Also, the City will not be able to install any additional utilities within the conservation easement. This Parcel A of the Sell Commercial Industrial Park will then have the same restrictions as the City owned parcel to the north and the Vinkemeier easement to the east. Attached is a sample resolution to subordinate the existing drainage and utility easement to the conservation easement.

Future Efforts:

An updated summary of Estimated Wetland Credits is attached. This shows the projected revenue that can be generated by selling wetland credits and accounts for the costs of developing the project such as construction costs, vegetation maintenance, engineering, environmental, and legal. The estimates include two scenarios: Scenario 1: Assumes 80%-90% non-invasive vegetation is established and then will allow for 100% of the eligible wetland credits to be deposited into the wetland banks; Scenario 2: Assumes only 75% of non-invasive vegetation is established and will then only allow for 90% of the eligible wetland credits to be deposited into the wetland banks. In both scenarios the City and Vinkemeier are estimated to have a total revenue of \$248,000-\$320,000, see the summaries for complete breakdowns. In addition, over the last several years the value of one wetland credit has increase from approximately \$1.00/SQ FT to approximately \$1.75/SQ FT in the metro area. This has been accounted for in the attached summaries.

- Complete Certificate of Survey and approved by BWSR. (1 month)
- Complete Title Commitment and approved by BWSR. (1-2 months)
- Execute Easements – requires signatures from landowners and \$2400 fee for each parcel. Two parcels and City is responsible for both fees for a total of \$4800 per agreement w/ Vinkemeier. (1 month)

Name: Mayer Wetland Restoration

Date: October 23, 2019

Page: 3

- Title Insurance Company completes “gap” check. (1month)
- Record Conservation Easement and Final Title Insurance Policy. (1 month)
- Submit Construction Certification.
- Request to Deposit Wetland Credits.

Attachments:

1. Mayer Wetland Bank 2019 Observations Memo
2. Concept Repair Figures (2 sheets)
3. Existing Drainage & Utility Easement Map
4. Example Resolution for Easement Subordination
5. Estimate of Wetland Credits (2 sheets)



Memorandum

Date: August 23, 2019

To: City of Mayer, MN, Mark Kjolhaug WCA Agent for the City of Mayer

From: Kyle Uhler, Kjolhaug Environmental Services Company

Re: Mayer Wetland Bank 2019 Monitoring Observations,
Mayer, MN

This memo is submitted as a status update for the 2019 Mayer Wetland Bank Monitoring Report (Year 2). The site is located in the southwest ¼ Sections 6, Township 116N, Range 25W, Mayer, Carver County, Minnesota. Generally, the site is located southeast of the intersection of Highway 25 and 1st Street NE in Mayer, MN.

The Mayer Wetland Bank contains a wetland and adjacent upland buffers. A 2018 Mayer Wetland Bank Monitoring Report (Year 1) was submitted. This memo contains information regarding vegetation management and observed vegetation for year 2.

Prairie Restorations Inc. (PRI) was contracted to perform vegetation management. In 2019 PRI completed work pertaining to spot spraying and spot mowing of invasive species. **Table 1 below** summaries vegetation management activities completed in 2019:

Table 1. 2019 PRI Management Summary

Date	Work Performed
August 5, 2019	Spot mowed sweet clover, mustard, dense giant ragweed, Canada thistle.
August 6, 2019	Sprayed cattails, reed canary grass, Canada thistle, and birds-foot trefoil. Spot mowed weedy patches.

Monitoring Methods

On May 2 and August 8, 2019, Kjolhaug Environmental Services Company (KES) conducted monitoring visits to document vegetative management conditions, check that the buffers were intact, and verify that the buffer areas were free of encroachments.

2019 Observations

The wetland bank appears to be stabilized and exhibit nearly full vegetative coverage, although some areas within the shallow marsh lack vegetation due to spring inundation. An eroded area was observed around the southeastern tile inlet. Signs of active management of invasive species was observed at the site.

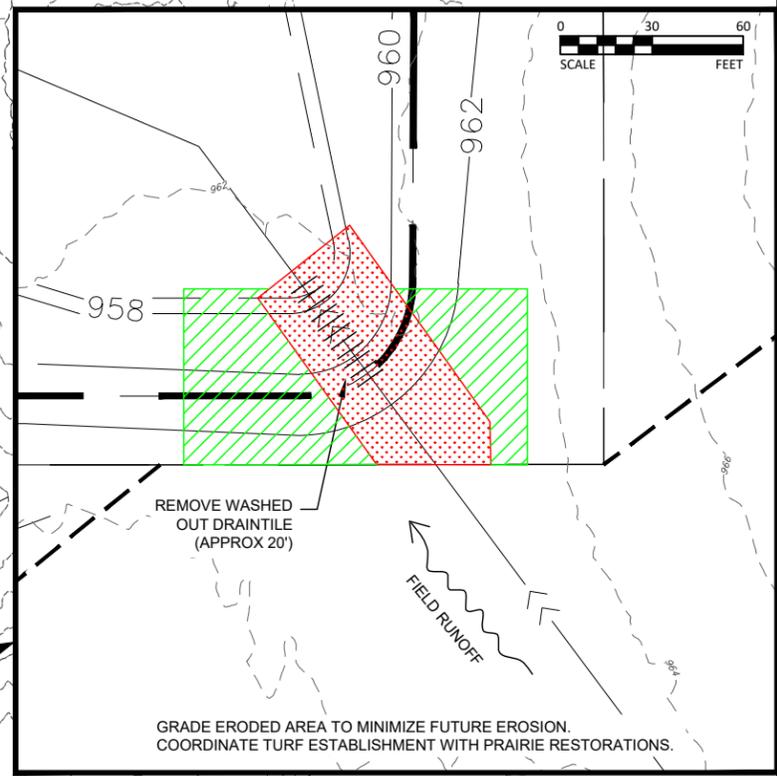
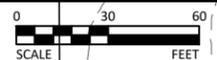
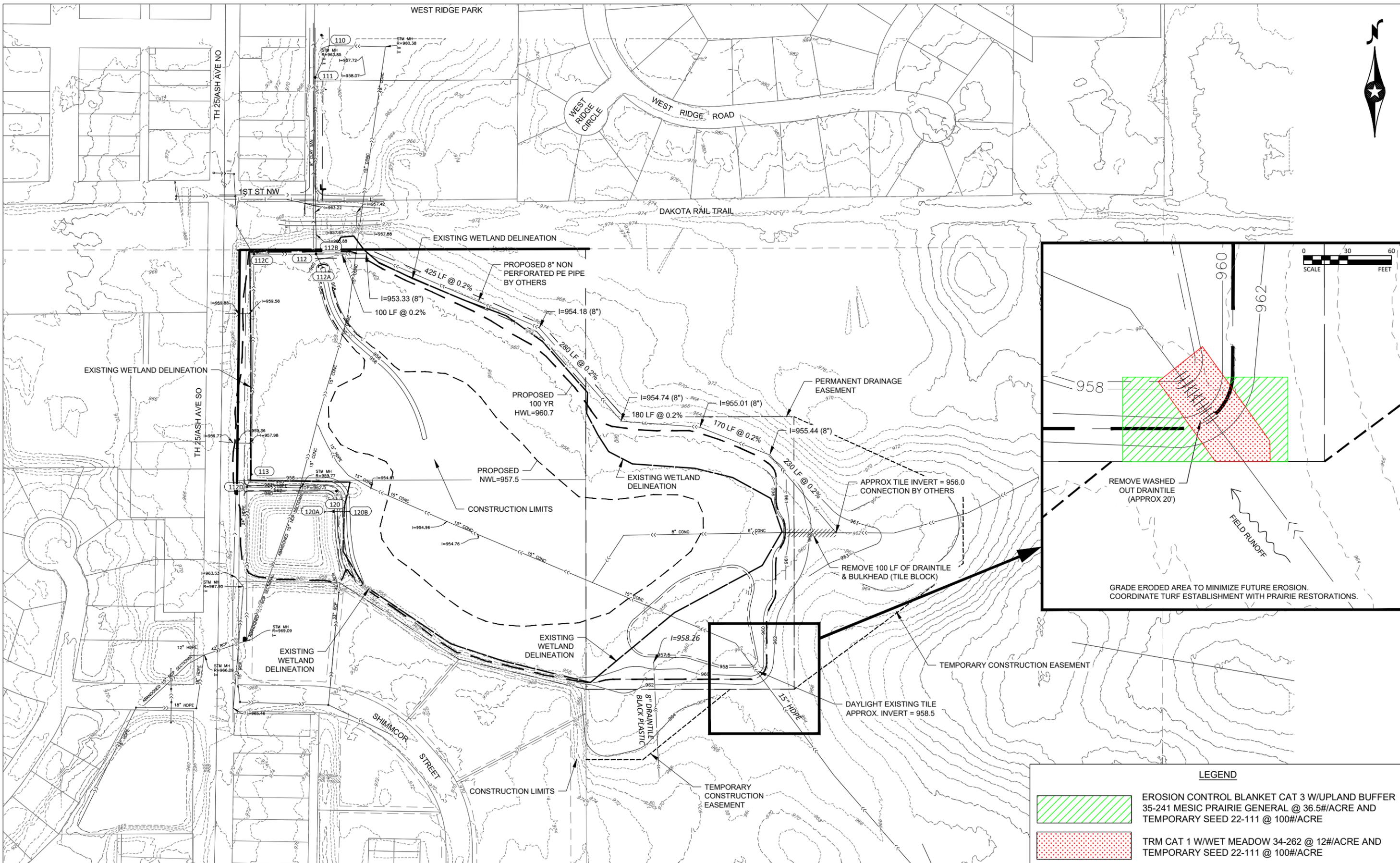
The wetland bank had high native species diversity with approximately 75% coverage by vegetation. The wetland was dominated by cattails, rice-cut grass, dark green bulrush, with lesser amounts of swamp milkweed, boneset, American mana grass, smartweed, soft-stem bulrush, blue vervain and northern water plantain. Purple loosestrife was observed in the northwest corner of the site occupying less than a quarter acre. A few small patches of reed-canary grass were also observed.

The upland buffer areas were dominated Virginia wild-rye, with lesser amounts of blue grama, sawtooth aster, wild bergamot, giant ragweed, Canada goldenrod, and curlydock.

A complete of vegetation, hydrology, vegetative management, and figures will accompany the 2019 annual monitoring report.

Notes & Recommendations

- Tile inlet on the southwest corner of the site should be corrected and reseeded.
- PRI should continue to manage vegetation on the site, focusing on spot spraying and spot mowing of invasive/non-native species and reducing cattail prevalence within the center of the wetland bank.
- Buffer signs were present where applicable and appropriate during the site review.
- KES should continue monitoring Mayer Wetland Bank throughout the remainder of 2019 growing season and submit a complete 2019 annual monitoring report.



LEGEND

	EROSION CONTROL BLANKET CAT 3 W/UPLAND BUFFER 35-241 MESIC PRAIRIE GENERAL @ 36.5#/ACRE AND TEMPORARY SEED 22-111 @ 100#/ACRE
	TRM CAT 1 W/WET MEADOW 34-262 @ 12#/ACRE AND TEMPORARY SEED 22-111 @ 100#/ACRE



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Andrew L. Budde
ANDREW L. BUDDÉ
 LIC. NO. 46585 DATE MAY 1, 2019

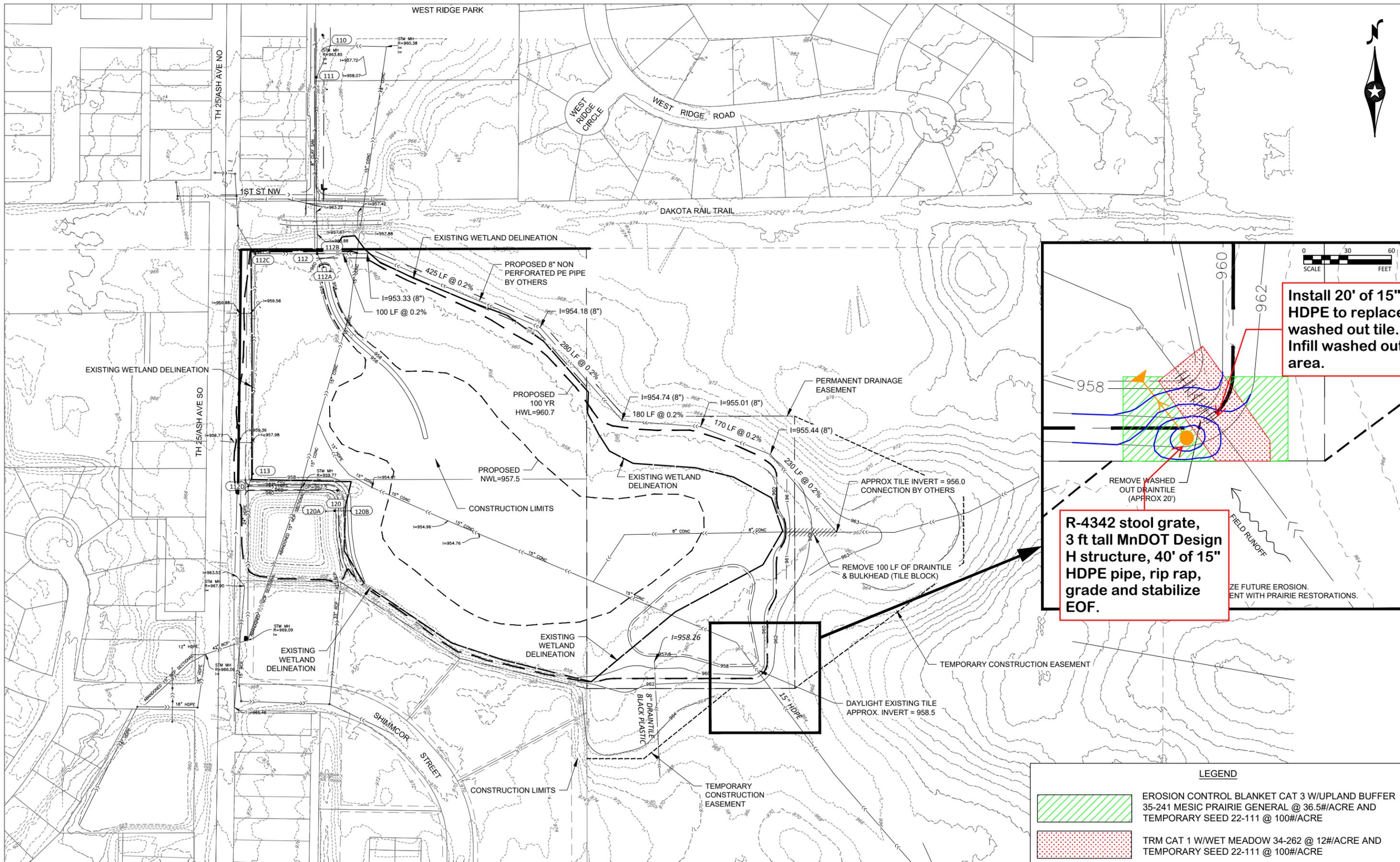
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 DRAWN
 SCD
 CHECKED
 AM

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
 CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BRainerd, MN AMES, IA

REV.	BY	DATE

CITY OF MAYER
 WETLAND RESTORATION
 EROSION REPAIR : OPTION 1

SHEET
 1
 OF
 1



Install 20' of 15" HDPE to replaced washed out tile. Infill washed out area.

R-4342 stool grate, 3 ft tall MnDOT Design H structure, 40' of 15" HDPE pipe, rip rap, grade and stabilize EOF.

LEGEND

	EROSION CONTROL BLANKET CAT 3 W/UPLAND BUFFER 35-241 MESIC PRAIRIE GENERAL @ 36.5#/ACRE AND TEMPORARY SEED 22-111 @ 100#/ACRE
	TRM CAT 1 W/WET MEADOW 34-262 @ 12#/ACRE AND TEMPORARY SEED 22-111 @ 100#/ACRE



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Andrew L. Budde
 ANDREW L. BUDDÉ
 LIC. NO. 46585 DATE MAY 1, 2019

48

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
 CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BRainerd, MN AMES, IA

REV.	BY	DATE

CITY OF MAYER
 WETLAND RESTORATION
 EROSION REPAIR : OPTION 2

SHEET
 1
 OF
 1



City of Mayer - Wetland Restoration
Existing Drainage & Utility Easement

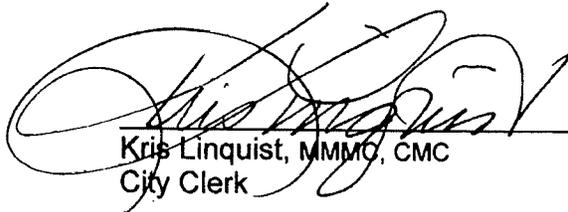
STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The undersigned, duly qualified and acting City Clerk of the City of Minnetrista, hereby certifies that the attached hereto is a true and correct copy of the original:

RESOLUTION 190-17

**RESOLUTION APPROVING THE SUBORDINATION OF A
DRAINAGE AND UTILITY EASEMENT OVER OUTLOT B,
WATERSET PLAT**

on file in the office of the City Clerk of the City of Minnetrista.


Kris Linqvist, MMMC, CMC
City Clerk

Dated this 7th day of November, 2017.



RESOLUTION NO. 190-17

CITY OF MINNETRISTA

RESOLUTION APPROVING THE SUBORDINATION OF A DRAINAGE AND UTILITY EASEMENT OVER OUTLOT B, WATERSSET PLAT

WHEREAS, the city of Minnetrista (the "City") is a municipal corporation, organized and existing under the laws of Minnesota; and

WHEREAS, on July 18, 2016, the City granted final approval to the plat of Waterset, which included 11 lots and two outlots; and

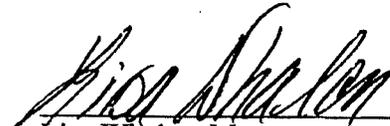
WHEREAS, through dedication on the plat of Waterset, the City holds a drainage and utility easement over the property legally described as Outlot B, Waterset, Hennepin County, Minnesota ("Outlot B"); and

WHEREAS, the fee owner of Outlot B intends to restore or create a wetland bank (the "Wetland Bank") on Outlot B to provide for wetland mitigation or to establish wetland credits under Minnesota Statutes, sections 103G.222, 103G.2242 and Minnesota Rule 8420.0700-.0755; and

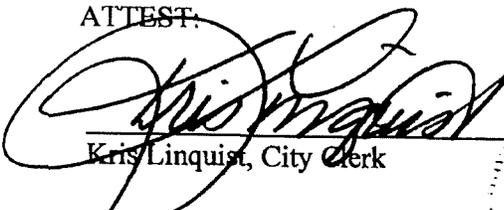
WHEREAS, it is necessary for the City to subordinate its drainage and utility easement to the Conservation Easement in the form attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Minnetrista, Minnesota that the City approves the subordination of its drainage and utility easement over Outlot B in the plat of Waterset

This resolution was adopted by the City Council of the City of Minnetrista on the 6th day of November 2017, by a vote of 5 Ayes and 0 Nays.


Lisa Whalen, Mayor

ATTEST:


Kris Linquist, City Clerk

(Seal)

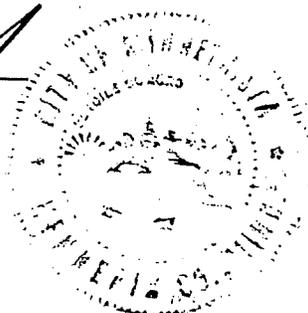


EXHIBIT A

Form of Minnesota Wetland Conservation Act Consent and Subordination

**MINNESOTA WETLAND CONSERVATION ACT
CONSENT AND SUBORDINATION**

This Consent and Subordination is made this 6th day of November, 2017, by the city of Minnetrista (the "City"), a municipal corporation under the laws of Minnesota.

WHEREAS, on July 18, 2016, the City granted final approval to the plat of Waterset, which included 11 lots and two outlots; and

WHEREAS, through dedication on the plat of Waterset, the City holds a drainage and utility easement over the property legally described as Outlot B, Waterset, Hennepin County, Minnesota ("Outlot B"); and

WHEREAS, the fee owner of Outlot B intends to restore or create a wetland bank (the "Wetland Bank") on Outlot B to provide for wetland mitigation or to establish wetland credits under Minnesota Statutes, sections 103G.222, 103G.2242 and Minnesota Rule 8420.0700-.0755; and

WHEREAS, in order to establish the Wetland Bank, the fee owner will be required to grant a perpetual conservation easement (#27-02-15-05) (the "Conservation Easement") over the portion of Outlot B subject to the Wetland Bank; and

WHEREAS, it is necessary for the City to subordinate its drainage and utility easement to the Conservation Easement.

NOW, THEREFORE, the City agrees as follows:

1. The City consents to the creation of the Wetland Bank. The City acknowledges that its interest in Outlot B is subject to all federal, state and local laws regarding wetlands, including the Conservation Easement.

2. The City acknowledges that its interest in Outlot B is subordinate to the Conservation Easement with respect to such portion of Outlot B that is subject to the Conservation

Scenario 1: -Assumes 80%-90% Non-Invasive Vegetation at 100% Credit

Wetland Restoration

Estimate of Wetland Credits

City of Mayer, MN

10/23/2019

Wetlands Summary:	Unit	Vinkemeier	City	Project Total
Total Delineated Wetlands (50% Max)=	ACRES	3.8	12.6	16.4
Percent Restoration Credit on wetlands (as determined by BWSR)=		50%	50%	50%
Effective Area of Delineated Wetland Credits=	ACRES	1.9	6.3	8.2
Total Delineated Wetland (33% Max)=	ACRES	0.0	0.0	0.0
Percent Restoration Credit on Wetland		33%	33%	33%
Effective Area of Wetland Credits	ACRES	0.0	0.0	0.0
Total Wetland Buffer (25% Max)=	ACRES	2.6	2.2	4.8
Percent Restoration Credit on Wetland Buffer (as determined by BWSR)=		25%	25%	25%
Effective Area of Wetland Buffer Credits=	ACRES	0.65	0.55	1.2
Total Effective Area of Wetland Credits=	ACRES	2.6	6.9	9.4
Total Project Area=	ACRES	6.4	14.8	21.2

Cost per acre of Wetland Credit:				
Drainage & Utility Easements Acquisition=		\$ -	\$ -	\$ -
Total Estimated Project Costs (Construction + Estimated Soft Costs)= (1)		\$ 20,000.00	\$ 446,180.00	\$ 466,180.00
Carver County WENR Cost Participation		\$ -	\$ 50,000.00	\$ 50,000.00
Total Estimated Project Costs =		\$ 20,000.00	\$ 396,180.00	\$ 416,180.00
Total Effective Area of Wetland Credits=	ACRE	\$ 2.6	\$ 6.9	\$ 9.4
Total Estimated Cost per Acre of Effective Wetland=	\$/ACRE	\$ (7,843.14)	\$ (57,836.50)	\$ (44,274.47)

Potential Income Summary:				
Estimated Value of Wetland Credits at \$43,560.00/ACRE (\$1.75/SQ FT)=		\$ 194,386.50	\$ 522,175.50	\$ 716,562.00
Total Estimated Project Costs (Construction + Estimated Soft Costs)		\$ 20,000.00	\$ 396,180.00	\$ 416,180.00
Estimated Income from Wetland Credits=		\$ 174,386.50	\$ 125,995.50	\$ 300,382.00

**Current agreement with Vinkemeier guarantees 2.4 acres of wetland credit

(1) Includes \$215,680 Const, \$94,000 Re-Veg, **\$25,000 Washout Repair**, \$90,000 Engineering, \$20,000 Environmental, \$1500 Legal.

Scenario 2: -Assumes 75% Non-Invasive Vegetation at 90% Credit

Wetland Restoration

Estimate of Wetland Credits

City of Mayer, MN

10/23/2019

Wetlands Summary:	Unit	Vinkemeier	City	Project Total
Total Delineated Wetlands (50% Max)=	ACRES	3.8	12.6	16.4
Percent Restoration Credit on wetlands (as determined by BWSR)=		45.00%	45.00%	45.00%
Effective Area of Delineated Wetland Credits=	ACRES	1.7	5.7	7.4
Total Delineated Wetland (33% Max)=	ACRES	0.0	0.0	0.0
Percent Restoration Credit on Wetland		29.70%	29.70%	29.70%
Effective Area of Wetland Credits	ACRES	0.0	-	-
Total Wetland Buffer (25% Max)=	ACRES	2.6	2.2	4.8
Percent Restoration Credit on Wetland Buffer (as determined by BWSR)=		22.50%	22.50%	22.50%
Effective Area of Wetland Buffer Credits=	ACRES	0.6	0.5	1.1
**Total Effective Area of Wetland Credits=	ACRES	2.4	6.1	8.5
Total Project Area=	ACRES	6.4	14.8	21.2

Cost per acre of Wetland Credit:				
Drainage & Utility Easements Acquisition=		\$ -	\$ -	\$ -
Total Estimated Project Costs (Construction + Estimated Soft Costs)= (1)		\$ 20,000.00	\$ 446,180.00	\$ 466,180.00
Carver County WENR Cost Participation		\$ -	\$ 50,000.00	\$ 50,000.00
Total Estimated Project Costs =		\$ 20,000.00	\$ 396,180.00	\$ 416,180.00
Total Effective Area of Wetland Credits=	ACRE	2.4	6.1	8.5
Total Estimated Cost per Acre of Effective Wetland=	\$/ACRE	\$ (8,333.33)	\$ (65,376.24)	\$ (49,193.85)

Potential Income Summary:				
Estimated Value of Wetland Credits at \$43,560/ACRE (\$1.75/SQ FT)=		\$ 182,952.00	\$ 461,953.80	\$ 644,905.80
Total Estimated Project Costs (Construction + Estimated Soft Costs)		\$ 20,000.00	\$ 396,180.00	\$ 416,180.00
Estimated Income from Wetland Credits=		\$ 162,952.00	\$ 65,773.80	\$ 228,725.80

**Current agreement with Vinkemeier guarantees 2.4 acres of wetland credit

(1) Includes \$215,680 Const, \$94,000 Re-Veg, **\$25,000 Washout Repair**, \$90,000 Engineering, \$20,000 Environmental, \$1500 Legal.

RESOLUTION 10.28.19.39
CITY OF MAYER
COUNTY OF CARVER

**A RESOLUTION APPROVING THE SUBORDINATION OF A DRAINAGE AND UTILITY EASEMENT
OVER OUTLOT A, SELLS COMMERCIAL INDUSTRIAL PARK PLAT**

WHEREAS, the City of Mayer (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

WHEREAS, on April 10, 2002, the City granted final approval to the plat of Sells Commercial Industrial Park, which included 10 lots and 5 outlots; and

WHEREAS, through dedication of the plat of Sells Commercial Industrial Park, the City holds a drainage and utility easement over the property legally described as Outlot A, Sells Commercial Industrial Park, Carver County, Minnesota (“Outlot A”); and

WHEREAS, a fee owner of Outlot A intends to restore and create a wetland bank (the “Wetland Bank”) on Outlot A to provide for wetland mitigation or to establish wetland credits under Minnesota Statutes, sections 103G.222 , 103G.2242 and Minnesota rule 8420.0700-.0755; and

WHEREAS, it is necessary for the City to subordinate its drainage and utility easement to the Conservation Easement in the form attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mayer, Minnesota that the City approves the subordination of its drainage and utility easement over Outlot A in the plat of Sells Commercial Industrial Park.

Adopted this 28th day of October, 2019 by the Mayer City Council.

Margaret McCallum, City Administrator

Michael Dodge, Mayor

EXHIBIT A

Form of Minnesota Conservation Act Consent and Subordination

**MINNESOTA WETLAND CONSERVATION ACT
CONSENT AND SUBORDINATION**

This Consent is made this 28th Day of October, 2019, by the City of Mayer (the “City”), a municipal corporation under the laws of Minnesota.

WHEREAS, on _ April 10, 2002 the City granted final approval to the plat of Sells Commercial Industrial Park, which included 10 lots and 5 outlots; and

WHEREAS, through dedication on the plat of Sells Commercial Industrial Park, the City holds a drainage and utility easement over the property described as Outlot A, Sells Commercial Industrial Park, Carver County, Mayer (Outlot A); and

WHEREAS, the fee owner of Outlot A intends to restore or create a wetland bank (the “wetland bank”) on Outlot A to provide for wetland mitigation or to establish wetland credits under Minnesota Statutes, section 103G.222, 103G.2242 and Minnesota Rule 8420.0700-.0755; and

WHEREAS, in order to establish a Wetland Bank, the fee owner will be required to grant a perpetual conservation easement (#10-01-18-05) (the “Conservation Easement”) over the portion of Outlot A subject to the Wetland Bank; and

WHEREAS, it is necessary for the City to subordinate its drainage and utility easement to the Conservation Easement.

NOW, THEREFORE, the City agrees as follows:

1. The City consents to the creation of the Wetland Bank. The City acknowledges that its interest in Outlot A is subject to federal, state and local laws regarding wetlands, including the Conservation Easement.

2. The City acknowledges that its interest in Outlot A is subordinate to the Conservation Easement with respect to such portion of Outlot A that is subject to the Conservation Easement. The Conservation Easement is depicted on the certificate of survey attached hereto as Exhibit A.
3. The City acknowledges that the fee owner of Outlot A has full right to hold and dispose of wetland credits associated with Outlot A and the Wetland Bank.

Wherefore, the Consent and Subordination is dated as of the date first written above.

CITY OF MAYER

By: _____

Mike Dodge, Mayor

By: _____

Margaret McCallum City Administrator

STATE OF MINNESOTA)
) ss.
 COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Mike Dodge and Margaret McCallum, the mayor and City Administrator, of the City of Mayer, a Minnesota municipal corporation, on behalf of the municipal corporation.