



**CITY OF MAYER  
REGULAR CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, SEPTEMBER 9, 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. August 26, 2019 City Council Meeting Minutes
    2. August 26, 2019 City Council Workshop Meeting Minutes
    3. September 4, 2019 Special City Council Budget Workshop Meeting Minutes
  - B. Claims
  - C. Pregnancy and Infant Loss Remembrance Day – Proclamation
  - D. 2020 Carver County Prosecution Contract – Resolution 9.9.19.31
  - E. Park Commission Appointments – Brian Schaepfi and Melissa Gomes
- 6. Reports and Recommendations of City Departments, Consultants, Commissions and Committees**
  1. Administrative
    - a. Petition and Waiver Agreement – 1109 Apple Circle
    - b. Code Enforcement Policy
- 7. City Council Reports**
- 8. Other Business**
- 9. Upcoming Meetings & Events**

September 10, 2019 Park Commission Meeting  
September 23, 2019 City Council Meeting
- 10. For Your Information**

August 27, 2019 EDA Meeting Minutes  
September 3, 2019 Personnel Committee Meeting Minutes

## **11. 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.

## **12. Adjournment**

MAYER CITY COUNCIL MEETING MINUTES – AUGUST 26, 2019  
Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

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

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

ALSO PRESENT: Stan Heldt, Michael Gold-Biss, Dwitt Meier, Jayne Anderson, Don Wachholz, Maggie May, Paige Stahlke, Austin Maetzold, Joseph Welk, Joseph Switch, Dylan Maetzold, Steve McDonald

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Boder to approve the agenda as presented. Motion carried 5/0.

PUBLIC COMMENT

Dwitt Meier and Jayne Anderson, 5127 Harvest Curve, asked Council to consider adopting a proclamation recognizing October 15<sup>th</sup> as Pregnancy and Infant Loss Remembrance Day.

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Boder with a second by Council Member Stieve-McPadden to approve the Consent Agenda as presented. Motion carried 5/0.

1. Approve Minutes of the August 12, 2019 Regular Council Meeting.
2. Approve Claims for the Month of August 2019. Check numbers 22461 to 22483 and 50092 to 50094. E-check numbers 5371E to 5392E.
3. Accept Resignation from Park Commission – Alisa Johnson
4. Accept Resignation from Fire Department – Nate Hoese
5. Accept Resignation from Fire Department – Todd Johnson
6. Acknowledge Public Works Report of Activities from July 20 to August 22, 2019.
7. Acknowledge City Administrators Report for the Month of August 2019.
8. Acknowledge City Engineer Summary Report of Projects for the Month July 2019.
9. Acknowledge Fire Department Report for the Month of July 2019.
10. Acknowledge Sheriff's Department Report for the Month of July 2019.

*Council thanked Alisa Johnson, Nate Hoese, and Todd Johnson for their contributions to the City of Mayer.*

CITY ADMINISTRATOR

1. **Veteran's Memorial Dedication Event** – Stan Heldt addressed Council and invited them to the Carver County Veteran's Memorial and Registry Dedication Ceremony, this Saturday, September 7, 2019 at 2 p.m. Mr. Heldt stated there will be a full program including a featured speaker, retired Colonel and Minnesota Department of Veteran Affairs Commissioner, Larry Herke. the recognition of soldiers in saluting position on the memorial panels, and the placing of Blue Star Banners which recognize the family member or members who are away, in service of their country. A light lunch will be served. In case of rain, the event will be held at the Mayer Community Center. Mr. Heldt stated that the event will bring in 400 to 500 visitors.

*Council congratulated the Veteran's Memorial Committee for all their dedication in seeing the project through to completion. Council stated the memorial is beautiful.*

2. **Discussion on 2020 US Census** – Michael Gold-Biss from the US Census Bureau appeared before the Council to discuss the upcoming 2020 US Census and ways the City can get involved. Mr. Gold-Biss stated the preparation for the 2020 Census is underway and to help make the census successful, the US Census Bureau is looking for local government entities to get involved. One suggestion is to form a Complete County Committee (CCC). The purpose of the CCC would be to assist the Census Bureau as “Census Ambassadors”. As ambassadors, the City would ensure timely, accurate, and cost-effective census counts. The Census Bureau is asking the City for help in reaching different audiences, recruitment, and posting of information on social media and City newsletters.

Mr. Gold-Biss shared the phases for preparation of the 2020 US Census.

- Gear Up Phase Now – Fall 2019
- Engage Phase Nov – Dec 2019
- Educate Phase Feb 2020
- Encourage Phase Mar – May 2020
- Remind Phase May – Jul 2020
- Thank You Phase Start Jul 2020

Council thanked Mr. Gold-Biss for his presentation and looks forward to working with the US Census Bureau.

## FIRE DEPARTMENT

1. **Approve Resolution 8-26-19-30 Volunteer Fire Department PERA Retirement Plan** – A MOTION was made by Council Member Boder and seconded by Council Member Butterfield to Approve Resolution 8-26-19-30 Volunteer Fire Department PERA Retirement Plan at the \$2600 benefit level for 2020. Motion Carried 4/0. *Council Member McNeilly abstained.*

## PUBLIC WORKS

1. **Discussion on Community Center/City Hall Reroof Project** – City Administrator opened discussion and Public Works Kuntz answered questions from Council. Public Works Kuntz stated the entire Community Center/City Hall roof system needs to be replaced this year. Currently, the building does not have the appropriate slope leaving pools of water on the roof instead of running off. This has resulted in miscellaneous leaks around the building. Staff received two quotes for the reroof project.

- 1) Pinnacle Roofing Systems \$101,969.00
- 2) B&B Sheet Metal & Roofing \$102,260.00

Staff recommended accepting the quote from Pinnacle Roofing System. A MOTION to Accept the quote from Pinnacle Roofing System in the amount of \$101,969.00 for the Community Center/City Hall Reroof Project was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 5/0.

## ENGINEERING

1. **Approve Pond Maintenance Plan** – As requested, Bolton & Menk has prepared a scope of services and fee estimate of \$12,500 for completing the initial phase of assessing the City's stormwater ponds. A MOTION to Approve Bolton & Menk's Pond Maintenance Plan in the amount of \$12,500 for the first phase, Stormwater Pond Assessment, was made by Council Member McNeilly and seconded by Council Member Boder. Motion Carried 5/0

*Mayor Dodge directed City Administrator to draft a policy for the management of new ponds and to develop an education plan.*

2. **Approval 2020 Street Improvement Plan** – As requested, Bolton & Menk has prepared a scope of services and design fee estimate of \$17,500 for the proposed 2020 Street Improvement Project for portions of Coldwater Crossing, River Bend Trail, and Old School House Road. A MOTION to Approve Bolton & Menk’s 2020 Street Improvement Plan in the amount of \$17,500 was made by Council Member Butterfield and seconded by Council Member Stieve-McPadden. Motion carried 5/0.
3. **Approve Water Treatment Facility Improvements, New Production Well, and Tower Rehabilitation - Tabled**

COUNCIL REPORTS

- Mayor Dodge stated there is a Special Workshop Meeting scheduled for Wednesday, September 4, 2019 at 6 p.m.
- Council Member McNeilly stated that the parking project at West Ridge Park was approved by Park Board.

FOR YOUR INFORMATION

- Acknowledge the Minutes of the August 12, 2019 Personnel Committee Meeting.
- Acknowledge the Minutes of the August 13, 2019 Park and Recreation Commission Meeting.

ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Stieve-McPadden to adjourn the meeting at 7:30 p.m. Motion Carried 5/0

\_\_\_\_\_  
Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – AUGUST 26, 2019

Call Work Session to order at 7:34 p.m. by Mayor Dodge.

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

ABSENT:

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

ALSO PRESENT: Steve McDonald, Don Wachholz

- **Discussion on CIP Long Term Plan:** Steve McDonald, manager of Abdo, Eick & Meyers, reviewed the updated August 22, 2019 CIP Long Term Plan with Council. AME Financial Solutions LLC, a division of Abdo, Eick & Meyers, compiled the presented forecasted long-term plan that included property tax, tax rate, fund balance, and debt projections based on input from the City Council and City Staff. This projection incorporated estimates through December 31, 2024. The purpose of the review and discussion is to make sure the City is on the right track. As discussed in prior communications, AME has been preparing a long-term plan for the City that is intended to provide a comprehensive view of the City as of December 31, 2018 and six years from now. They have measured and projected operations, capital and debt for the City based on assumptions made by management. The City's assumptions made are as follows:
  - Normal operating expenses will increase by a three percent inflation rate.
  - Revenue growth is assumed at two percent.
  - Interest earnings on cash and investments is assumed at one percent.
  - Specific housing growth assumptions are included, general residential tax capacity growth is assumed at one percent.

Council appreciated the update from Steve McDonald and thanked him for the presentation and clarification of the long-term plan details.

Mayor Dodge directed Staff to place the City of Mayer Long Term Plan on the City website for the public to view.

- **Discussion on Roundabout Beautification:** Staff requested direction on how to plan for new elements in the roundabout at the entrance of town on highway 25. Staff suggested low bushes and plants along with a low wall with City of Mayer sign on it. Council recommended moving forward with a concept plan and submit vision to MNdot. Council encouraged Staff to drive this project and get it done soon.
- **Discussion on Code Enforcement:** Council and Staff have had ongoing discussion regarding code enforcement and procedures. Council previously directed Staff to draft policies and procedures and bring back for discussion. City Administrator presented Council with a general Code Enforcement Policy as the first step. Council stated they would like to see more procedures and specific policies. Mayor Dodge suggested forming a subcommittee to help Staff facilitate code policies. Council Member Butterfield volunteered to work with Staff and help with code policies and procedures.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 8:11 p.m.

Attest: \_\_\_\_\_

\_\_\_\_\_  
Mike Dodge, Mayor

DRAFT

## MAYER CITY COUNCIL SPECIAL WORK SESSION MINUTES – SEPTEMBER 4, 2019

Call Work Session to order at 6:00 p.m. by Mayor Dodge.

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

ABSENT: None

STAFF: City Administrator McCallum

ALSO PRESENT: Mark Mitten (Herald Journal), Rod Maetzold (Fire Chief), Todd Hagen (Ehlers), Mike Wollin (Sheriff's Department) and Jason Kamerud (Sheriff's Department).

### 1. **2020 Sheriff Department Contract**

McCallum introduced this item to the Council for discussion. The Council was provided a copy of the draft 2020 contract with the Sheriff's Department.

Dodge asked if the Department offers other options besides day hour coverage. He asked if weekend and evening coverage was an option as well.

McNeilly informed that she has seen more activity on social media on the weekends regarding break ins and youth getting into trouble. She said that a lot more is happening during these times.

Butterfield agreed that there is more on social media related to weekend and evening activity. She said she would like to see more of a presence at these times.

Wollin informed that the City currently has a contract for .67 of Full Time Employee (FTE) officer. He stated that the City of Mayer and New Germany share an officer. He said that the City of Watertown has an extra "power car" in the evenings/weekends on a rotating schedule shifting between Tuesday – Friday and Wednesday – Saturday for the hours of 5 p.m. – 3 a.m.

Boder asked if the City could switch to 100% evening coverage.

Kamerud explained that the current coverage for the City of Mayer is a "town cop" model. He said that the day coverage for this model allows for more connectivity between city staff and the deputy. He said that going to just evenings would impact that connectivity.

Boder asked if some hours could be dedicated for the weekend and evening.

Kamerud stated that the position would need to maintain an attractive schedule with consistency. He explained that there would be higher turnover and less connection.

There was much discussion on the need for additional evening and weekend coverage.

McNeilly informed that she would still like to see some day coverage and additional coverage in the evening and weekend.

Boder said that would require the City to purchase another FTE.

McNeilly asked if we could work with another community for purchase additional coverage.

Wollin said that another FTE would be about \$130,000.

Butterfield stated that the current contract doesn't meet the needs of the community.

Boder said that another FTE makes sense but was concerned about the financial impact. Boder thanked the Department for being open to additional coverage.

Wollin asked if the City was open to increasing the .67 FTE coverage.

McNeilly said that the City has been working on upping the hours for years. She said that the need to do something.

Wollin stated that the City could gradually transition into additional coverage.

Dodge asked if the current deputies on night and weekends could come through town and cover the City for some hours.

Kamerud explained that there is a separation between contract policing with the municipalities and the County policing. He provided a history of contract policing and how it was established in the 1960s and how it evolved into what it is today. He explained that the general county patrol provides separate services than municipal contracts and that they are paid for separately. He explained base level services versus contract level services and how they differ.

Kamerud went into details about how communities can slowly transition into greater coverage. He said that cities are able to purchase extra coverage through additional shifts.

Boder suggested switching to a fulltime evening with the option of purchasing extra day shifts.

Wollin said that staff and the Department would have to do some research into the days that would be best to cover.

Butterfield asked if the Department would be able to cover increased coverage in the City of Mayer. Wollin said yes.

Boder asked how quickly the contract could change to have evening coverage.

Kamerud stated that by January 2020. He did state that the City already had the ability to purchase shifts nonetheless.

Dodge asked if the Community Service Officers (CSO) position was obligatory.

Kamerud said that the position is not required but that the City would lose some services.

Wollin stated that the Department would be willing to work with on a 2 year contract.

Butterfield suggested moving up to the 1 FTE with the purchasing of shifts during the day.

Dodge said that he is not against the increase, however that \$130,000 would be quite a jump from \$100,000.

Butterfield stated that the town is growing.

Dodge said he preferred a two year step to get up to a 1 FTE with possibly cutting the CSO. He asked that staff provide some additional numbers at an upcoming meeting.

Butterfield asked for the cost of a FTE without the CSO and full-time night coverage in the summer by purchasing extra shifts.

## 2. **Mayer Fire Station Discussion**

McCallum introduced this item for discussion. She stated that Todd Hagen was in attendance to explain the financial options for the Fire Station. She informed that the information provided in the packet and the discussion is meant to work through the budget and a timeline for the station.

Hagen provided some financial information options to the Council. He stated that the USDA loan is a good financial option for the Fire Station in that they would support Capital Improvement Plan G.O. Bonds and Referendum G.O. Bonds. It also provided low interest rates and over 40 year option.

Hagen informed that the City would see some debt fall off in 2021 which would help keep the budget stable if new debt was added for the station.

Hagen stated that educating the community on the project is key with open houses, etc.

Boder stated that he would like to see it go out for referendum.

McNeilly agreed that open houses would be good to provide information on the project and educate the community.

Dodge agreed with a referendum. He was concerned that 2020 would be too soon.

Hagen felt that 2020 would work if the City got moving on the process.

McNeilly agreed that a referendum could be done in 2020, the building completed in 2021 and in 2022 start paying off the bond.

Boder agreed to a referendum in 2020 or 2022.

## 3. **2020 Preliminary Draft Budget**

McCallum presented a preliminary draft budget to the Council for 2020 for their review and comments. She said that based on discussions that were had this evening, that it would change some of the numbers.

She explained the expenditures and revenues. She stated that the City will receive an increase in Local Government Aid and Fiscal Disparities.

She said that the projected tax rate so far is 53% for the preliminary. But that the Council could work it down by December.

MEETING ADJOURNED

There being no further business, the special work session was adjourned at 7:46 p.m.

\_\_\_\_\_  
Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Margaret McCallum, City Administrator

DRAFT

**ACCOUNTS PAYABLE LIST**

**AUGUST 26, 2019**

**Checks: 22484 -22505, 5393E - 5404E**

22484	Greater MN Communication	Council Logo in Council Chambers	\$966.00
22485	Agave Mexican Restaurant	Escrow Return	\$905.00
22486	Castlegate Construction	Escrow Return	\$634.50
22487	City of Lester Prairie	BiolSolid Disposal - 18,000 Gallons	\$1,440.00
22488	Delano Rental	Man Lift for OSH Light Poles	\$286.67
22489	Emergency Reponse Solutions	FD Mask Bags	\$63.49
22490	Gopher State One Call	Locates	\$82.35
22491	Great America Financial Services	Copier Leas	\$183.33
22492	Greater MN Communication	August Utility Billing	\$518.20
22493	Hecksel Machine Inc	Materials	\$70.00
22494	Herald Journal Publishing	Car Show AD - EDA	\$62.66
22495	In Control Inc	WTP- New Drive Backwash Pump	\$6,421.80
22496	Kliver Consulting	WWTP - Contracted Services WWTP	\$900.00
22497	League of MN Cities	Annual Membership Dues	\$2,614.00
22498	Litzau Excavating Inc	30 Loads	\$7,494.00
22499	Loomis Homes	Escrow Return - Landscaping	\$5,000.00
22500	Metro West Inspection	Inspection Services	\$2,062.40
22501	Mini Biff Inc	Portable Potties in the Parks	\$621.18
22502	Minnesota Mayors Assn	Annual Membership Dues	\$30.00
22503	Security Bank	Employee H.S.A. Benefits	\$875.00
22504	Squeaky Clean	City Hall Community Center Cleaning Services	\$561.17
22505	United Farmers Coop	Oil, PW Supplies	\$364.91
5393E	ADP LLC	Payroll	\$89.37
5394E	Delta Dental of Minnesota	Dental Benefits	\$261.10
5395E	Preferred One	Health Benefits	\$4,142.35
5396E	Frontier	WWTP Auto Dialer	\$101.80
5397E	Verizon Wireless	OSH Lift Station Auto Dialer	\$14.83
5398E	Xcel Energy	WWTP	\$6,328.53
5399E	Verizon Wireless	Fire Department	\$41.19
5400E	Frontier	WTP - Auto Dialer	\$84.54
5401E	VOID	VOID	

5402E	Security Bank	ACH Fee- Utility Billing	\$34.70
5403E	Techstar Solutions	Phone and Software Support	\$390.80
5404E	Verizon Wireless	City Cell Phones	\$245.77
<hr/>			\$43,891.64

# PROCLAMATION

## Declaring October 15, 2019 as “Pregnancy and Infant Loss Remembrance Day” in the City of Mayer

**Whereas**, In October 1988, President Ronald Reagan proclaimed October as National Pregnancy and Infant Loss Awareness month; and

**Whereas**, October 15 is a day of remembrance for pregnancy loss and infant death, which includes, however is not limited to, miscarriage, stillbirth, SIDS, and the death of a newborn.

**Whereas**, Too many families grieve in silence, sometimes never coming to terms with their loss.

**Whereas**, The significance of the day is to recognize and raise awareness of the prominence of pregnancy loss and infant death with an aim to support families who experience to death of their children and to increase awareness, remembrance, support programs and services for families who experience bereavement.

**Whereas**, Bereaved parents around the world remember their children annually on October 15 with a candle lighting at 7 pm. Some will remember their child/children in their homes while other will remember them in small gatherings around the state, across the nation and around the world; and would unify these parents in tribute to their children; and

**Whereas**, In honor of the children that die each year, the City of Mayer declares that October 15<sup>th</sup>, 2019 be recognized as Pregnancy and Infants Loss Remembrance Day.

**Now, Therefore, be it Resolved by the City Council of the City of Mayer that October 15<sup>th</sup>, 2019 be recognized as Pregnancy and Infants Loss Remembrance Day.**

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAYER ON THIS 9<sup>th</sup> DAY OF SEPTEMBER 2019.

BY:

ATTEST:

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Mike Dodge  
Mayor

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Margaret McCallum  
City Administrator

(Seal)



## **Request for Council Action Memorandum**

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Item: 2020 Prosecution Contract – Resolution 9.9.19.31

Meeting Date: September 9, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To review and approve the 2020 Prosecution Contract for the Carver County Attorney's Office.

### **Details:**

The City of Mayer contracts with Carver County Attorney's Office for prosecution services for statutory gross misdemeanor and misdemeanor violations.

Every year, the City enters into a contract with the Carver County Attorney's Office to provide prosecution service for the City for the upcoming year. Staff has received the 2020 prosecution services contract for the dates of January 1, 2020 – December 31, 2020.

The fee that is paid by the City of Mayer to the Carver County Attorney's Office for the prosecution services is based on a three year caseload average.

The City of Mayer contract for 2019 was \$1,148.83. The City of Mayer contract for 2020 will be \$1,070.14. The City will see a reduction in cost of \$78.69.

Staff is recommending approval of Resolution 9.9.19.31 Authorizing the Execution of Joint Powers Agreement Prosecution Contract for 2020

### **Attachments:**

Resolution 9.9.19.31

2020 Prosecution Contract

## 2020 PROSECUTION CONTRACT

**THIS JOINT POWERS AGREEMENT** is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Mayer, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Mayer and also to provide for prosecution of municipal traffic and parking ordinance violations.

**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**, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

**WHEREAS**, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Mayer, through its Council, that:

### **1. Enabling Authority.**

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Mayer to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

### **2. Purpose**

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Mayer and also to provide for prosecution of municipal traffic and parking ordinance violations.

### **3. Services.**

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

### **4. Term.**

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2020, and extending through December 31, 2020.

### **5. Payment for Services.**

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$1,070.14 is to be paid by the City of Mayer to the Carver County Attorney's Office in four equal installments by April 15, 2020, July 15, 2020, October 15, 2020 and January 15, 2021.

### **6. Ordinances.**

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

### **7. 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.

### **8. 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.

### **9. 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 officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

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.

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.

### **10. 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.

**11. Termination.**

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2020.

**12. 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.

**Space Intentionally Left Blank**

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed by its

appropriate officers and with the consent and approval of its appropriate governing bodies.

**CITY OF MAYER**

**IN PRESENCE OF:**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY ATTORNEY**

\_\_\_\_\_  
Mark Metz  
Carver County Attorney

Date: \_\_\_\_\_

**IN PRESENCE OF:**

**COUNTY OF CARVER**

BY: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_



**CITY OF MAYER  
RESOLUTION 9.9.19.31  
AUTHORIZING EXECUTION OF JOINT POWERS  
AGREEMENT PROSECUTION CONTRACT**

**WHEREAS,** The Carver County Attorney Office (the “Attorney”) offers to provide certain prosecution services for the City of Mayer (the “City”); and

**WHEREAS,** The Attorney will provide for the prosecution of statutory gross misdemeanor, misdemeanor violations, excluding certain liquor law violations, and the cost of said prosecution services shall be provided by the City contributing an additional one-third (1/3) of all fines and penalties to Carver County; and,

**WHEREAS,** The Attorney may provide other prosecution services for ordinance violations and will not charge and additional fee; and

**WHEREAS,** The Attorney will charge the City a surcharge of \$1,070.14 for 2020; and

**WHEREAS,** The City desires to obtain these prosecution services.

**NOW THEREFORE BE IT RESOLVED;** By the City Council of the City of Mayer, hereby approves the Joint Powers Agreement Prosecution Contract for the 2020 calendar year, attached hereto and by said references incorporated herein in its entirety.

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

Passed and adopted by the City Council, City of Mayer on this 9<sup>th</sup> day of September, 2019.

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Mike Dodge  
Mayor

ATTEST:

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Margaret McCallum, City Administrator



## Memorandum

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Item: Park Commission Appointments – Brian Schaeppi and Melissa Gomes

Meeting Date: September 9, 2019

Presented By: Margaret McCallum, City Administrator

**Details:**

The Park Commission consists of 5 Commissioners. One of those seats is a Council liaison.

The Park Commission had a resignation in June and one in August, 2019.

After the June resignation, the Council posted the position as being vacant. The City received two applications.

As there are now two vacancies and two applications, City staff is requesting that the two applicants, Brian Schaeppi and Melissa Gomes, be appointed into the vacant Park Commission positions.

The appointment terms are generally staggered three year terms. The terms usually end on February 1<sup>st</sup>. These terms will carry out the remainder of the terms that the previous Commissioners were assigned.

These terms will be as follows:

September 9, 2019 – February 1, 2022

**Attachments:**

Application Biographies.

**Brian Schaeppi** has been a resident of the City of Mayer for almost two years. He has not served on a city of Mayer Commission. When asked what he can offer to a City of Mayer Commission, he stated that he will “bring to the Park Commission a positive attitude and desire to continuously improve and assist development of recreational opportunities in Mayer. I’m proud to live here and wish to be more involved in making our city more attractive and fun for our residents and families. I work well as part of a team and look forward to contributing to the Park Commission”. When asked about his experience and education that would enhance his effectiveness as a Commission member, he stated that he has “worked 6 years as a professional planner and analyst in a demanding corporate environment, currently supervising a team of Coordinators providing Workforce Management support for 200+ employees. I’ve served the NICE User Group volunteer Board of Directors (committee) as Director of Membership and Communication since February 2019”.

**Melissa Gomes** has been a resident of the City of Mayer for about 6 months. She has not served on a City of Mayer Commission in the past. When asked what she can offer to the City of Mayer Park Commission, she stated that she “is a mother of two young children who recently moved to Mayer after living in the larger suburbs. She sees how under-utilized the existing parks are by younger families and would love to be involved in any improvements”. When asked about experience and education that would enhance her effectiveness as a board or commission member, she stated that she works “as a commercial property manager at a class A office building and has knowledge and experience improving interior and exterior of that building which would translate nicely to the Parks and Recreation Commission”.



Because the improvements benefit the property, that owner would be responsible for the improvements made. The City estimates the project to be about \$650, which includes the costs of material, labor, and equipment. For uncertain reasons, the contract states up to \$1,000.

The property owner agrees with the improvements and to pay the costs.

A petition and waiver agreement between the property owner and the City is needed to indicate the City will do the improvements and assess the cost to the property owner.

**Attachments:**

Petition and Waiver Agreement – 1109 Apple Circle

**PETITION AND WAIVER AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **City of Mayer**, a Minnesota municipal corporation (“City”), and **Andrew T. Keppel and Kristin B. Keppel** (“Owner”).

WHEREAS, the Owner is the fee owner of certain real property in the City described in Exhibit A hereto (the “Subject Property”); and

WHEREAS, the Owner desires to have certain public improvements constructed to serve the Subject Property as described in Exhibit B hereto (hereinafter referred to as the “Improvement Project”); and

WHEREAS, the Owner wishes the City to construct the Improvement Project without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy up to \$1,000.00 of the cost of the Improvement Project against the Subject Property; and

WHEREAS, the City is willing to construct the Improvement Project provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have valid and collectable special assessments as they relate to the Subject Property to finance all of the costs of the Improvement Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit, of the Owner.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Owner hereby petitions the City for construction of the Improvement Project.
2. The Owner represents and warrants that it is the owner of 100 percent of the Subject Property, that it has full legal power and authority to encumber the Subject Property as herein provided, and that as of the date hereof, it has fee simple absolute title in the Subject Property.
3. The Owner requests that up to 100% of the cost of the Improvement Project be assessed against the Subject Property. The parties agree and understand that the principal amount to be assessed for the Improvement Project will not exceed \$1,000.00 and that the actual amount may be less.
4. The Owner waives notice of hearing and hearing on the Improvement Project pursuant to Minnesota Statutes section 429.031 and notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minnesota Statutes section 429.061, and specifically requests that the Improvement Project be constructed and special assessments levied therefore against the Subject Property without hearings.
5. The Owner waives the right to appeal the levy of the special assessments in accordance with this Agreement pursuant to Minnesota Statutes section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such special assessments against the Subject Property or reapportionment that:
  - a. Any requirements of Minnesota Statutes chapter 429 with which the City does not comply are hereby waived by the Owner;
  - b. The increase in fair market value of the Subject Property resulting from construction of the Improvement Project will be at least equal to the amount specified in paragraph 3, and that such increase in fair market value is special benefit to the Subject Property;
  - c. Assessment of the above-specified cost of the Improvement Project against the Subject Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed.

6. The City shall provide for the payment of such special assessments in two installments over a period of one year bearing an interest rate of \_\_\_\_\_ percent.

7. The Owner agrees to provide to the City, at no cost to the City, any right-of-way and easements (permanent and temporary) required to construct the Improvement Project.

8. Owner represents and warrants that the Subject Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments, and Owner agrees that it will take no action to secure such tax status for the Subject Property during the term of this Agreement.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Subject Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form that is recordable among the land records of Carver County, Minnesota, and they agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property.

10. This Agreement shall terminate upon the final payment of all special assessments levied against the Subject Property regarding the Improvement Project, and the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

**CITY OF MAYER**

**ANDREW T. KEPPEL & KRISTIN B. KEPPEL**

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Andrew T. Keppel

By \_\_\_\_\_  
Its City Clerk

\_\_\_\_\_  
Kristin B. Keppel



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Lot 10, Block 1 Hidden Creek, Carver County, Minnesota

Property Address: 1109 Apple Cir., Mayer, MN 55360

PID: 502400100

**EXHIBIT B**  
**IMPROVEMENT PROJECT**

Expansion of existing City storm sewer improvement.



## Request for Council Action Memorandum

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Item: Code Enforcement Policy and Procedures

Meeting Date: September 9, 2019

Presented By: Margaret McCallum, City Administrator

### **Recommendations/Council Action/Motion Requested:**

To review and approve the final draft of the Code Enforcement Policy and Procedures Document.

### **Details:**

The City does not currently have a Code Enforcement Policy with stated procedures.

In the last couple of years, the City has been working to educate residents on the City Codes. Currently, the City sends out letters for noticed violations.

The Policy would make clear the steps to carry out violations notices, timelines for compliance, and consequences for not meeting the compliance deadline.

The purpose of the document is to provide a clear and consistent process for the investigation, notification, and correction of code violations.

Through this document, it is the desire of the Council and City to seek voluntary compliance and to provide for the maintenance of a high quality of life in the community and to protect the health, safety and welfare of the citizens.

### **Attachments:**

Mayer Code Enforcement Policy and Procedures Document.

# **MAYER CODE ENFORCEMENT POLICY AND PROCEDURES**

## **INTRODUCTION**

The purpose of the City of Mayer’s code enforcement policy is to provide a clear and consistent process for the investigation, notification, and correction of code violations. The goal of code enforcement is to seek voluntary compliance with the requirements of the City Code, which provide for the maintenance of a high quality of life in the community and protect the health, safety, and welfare of the citizens.

## **POLICY SECTIONS**

1. Code Enforcement Program
2. Definitions
3. Reactive/Proactive Enforcement
4. General Procedures
5. Excessive Complaints
6. Repeat/Recurring Violations
7. Immediate Enforcement Violations
8. Advanced Customer Service Pledge
9. Annual Policy Review

### **1. CODE ENFORCEMENT PROGRAM**

Minnesota Statutes give the City Council the “power to provide for the government and good order of the City, the suppression of vice and immorality, the prevention of crime, the protection of public and private property, the benefit of residence, trade, and commerce and the promotion of health, safety, order and convenience, and the general welfare as it shall deem expedient.”

The City has limited resources, so City staff also relies on residents and business owners to provide information regarding code violations as well as self-initiated inspections.

#### **A. STANDARD ENFORCEMENT POLICY**

City of Mayer residents are supported in their efforts to maintain the physical environment of their neighborhoods through standards set in local ordinance. To assist in this endeavor, the following code enforcement policy has been established to guide the City in addressing properties with code violations.

This policy is a guideline and does not bind the City. The City may deviate from this policy at any time if at the sole discretion of the City, a deviation is deemed appropriate.

Typical Violations: Junk storage, permit violations, garbage and refuse, tall grass, signage, yard parking, right-of-way, animals, junk vehicles, zoning use, property maintenance, public nuisance.

## **B. COMPLIANT PRIORITY CLASSIFICATIONS**

City staff inspects every complaint it received. When a violation is confirmed, the appropriate action is taken. Due to staff and time constraints, it is sometimes necessary to prioritize complaints and violations. When this happens, complaints are prioritized as follows:

1. Immediate risk of public health and safety.
2. High risk to health and safety through potential environmental impacts.
3. Work begun, or actions taken without the necessary permits.
4. Aesthetic and nuisance violations.

## **2. DEFINITIONS**

**Abatement** – Abatements are the removal or repair of a substandard property condition by the property owner, agent, contractor or City.

**Business Day** – In the context of this policy, a Business Day is considered Monday through Friday, from 8:00 a.m. to 4:30 p.m. on a normally scheduled workday exclusive of holidays. Therefore, the next business day would be the next day that the City is scheduled to be open.

**City Code**- The City Code includes all ordinances passed by the City including those that have been codified.

**Code Enforcement Officer**- An employee of the City designated as the Code Enforcement Officer. The term also includes all City employees authorized by City Code to issue citations.

**Compliance Deadline** – The date compliance is required and listed on the Notice of Violations or Notice and Order. If compliance has not occurred by the compliance deadline, a misdemeanor citation may be issued, or an abatement process may be initiated. The Compliance Deadline may be extended by the Code Enforcement Officer.

**Compliance Inspection** - The Compliance Inspection is the re-inspection of the property the date which is established when a notice is issued.

**Extension** - An Extension provides additional time for a responsible party to fully remedy any identified code violations. When a legitimate need arises, a responsible party may request an extension beyond the initial compliance deadline. Extensions are determined at the sole discretion of the Code Enforcement Officer or other City official handling the matter.

**Immediate Enforcement Violations** - Immediate Enforcement Violations are code violations where immediate action is required to protect the public health, safety

or welfare, the issuance of a written notice is considered ineffective in deterring repeat, or future violations. As a result, an immediate citation may be issued.

**Initial Property Inspection** - The Initial Property Inspection is the first inspection conducted on a property where a new case is opened. During the Initial Property Inspection, the Code Enforcement Officer records any observed violations, attempts to make direct contact with the responsible party, establishes a compliance deadline, and issues a verbal or written notice.

**Life Safety Hazard** - A life-safety hazard is any identified code violation that has the potential to directly, or indirectly, cause bodily harm. Examples of life-safety hazards include, but are not limited to: vehicles dangerously positioned on jacks, concrete blocks, wood, or other physical objects; certain types of right-of-way obstructions; dead trees or trees leaning at precarious angles; missing or obscured building addresses; swimming pools which are not properly fenced or secured; broken windows; electrical hazards; unsecured structures; and any other hazardous conditions where there exists a foreseeable danger to the public. Note: all life-safety hazards will be described as such on all written notices.

**Misdemeanor Citation** - Misdemeanor Citations are formal criminal complaints issued by a Code Enforcement Officer to the responsible party for uncorrected code violations. Person(s) issued a misdemeanor citation are required to appear in the Carver County District Court.

**Notice of Violation/Inspection Notice** - A Notice of Violation/Inspection Notice is a standard formal legal notification (written notice) issued by a Code Enforcement Officer advising the responsible party that a violation(s) exists on their property. This notice also establishes a compliance deadline. This written notice is principally designed to encourage timely voluntary compliance.

**Repeat/Recurring Violation** - A Repeat/Recurring Violation is a newly identified code violation on a property involving the same responsible party for the same or substantially the same violation as identified on a previous investigation within the last twelve (12) months. Note: the twelve (12) months is calculated from the date of the Compliance Inspection to the date of the Initial Property inspection of the new violation.

#### **Responsible Party**

1. The listed owner(s) on the Carver County Assessors real property parcel record.
2. All tenants on the property.
3. Any person or entity creating a violation even if they are not the record owner or tenant.
4. For Limited Liability Corporations, or other forms of businesses and corporations, the responsible party is the listed Officers as identified by the Minnesota Secretary of State.

Voluntary Compliance - Voluntary Compliance is achieved when all identified code violations are corrected before the established compliance deadline. This allows the Code Enforcement Officer to pass the inspection without the issuance of a citation, or the initiation of an abatement process. Voluntary Compliance is considered the preferred method of resolving code violations.

### **3. REACTIVE/PROACTIVE ENFORCEMENT**

#### **A. REACTIVE (COMPLAINT BASED) ENFORCEMENT**

The City of Mayer's City Code, including but not limited to the Zoning Ordinance, and other regulatory codes adopted by the City are principally enforced on a complaint basis. This is designed to encourage a resident, neighborhood associations, block watch programs, or other City departments to actively participate in the enforcement/compliance process.

In the interests of providing improved customer service, all complainants will be asked to provide a name and contact phone number. This is not mandatory. Note: all recorded complainant contact information is maintained confidential to the extent allowed by law.

If a complaint is not patently obvious the City may require the complainant to provide additional evidence of the violation such as photographs, a survey or access to their property to confirm a violation exists.

#### **B. PROACTIVE ENFORCEMENT**

The City may observe and respond to code violations during regular business, visit areas for reactive enforcement, or proactive code enforcement sweeps.

### **4. GENERAL PROCEDURES**

#### **A. LIFE SAFETY COMPLAINTS**

If the alleged violation concerns a potential health or safety hazard to the neighborhood or neighbors, inclusive of open/vacant buildings, fire hazard and/or health hazards, or other health and safety hazards, the City's goal will be to respond within one (1) business day of receiving the complaint.

#### **B. NON-LIFE SAFETY COMPLAINTS**

If the alleged violation is not a potential health or safety hazard the City's goal will be to respond within five (5) business days of receiving the complaint.

#### **C. NOTICE OF VIOLATION / NOTICE AND ORDER**

Upon the initial property inspection, the responsible party will be notified of any violation(s) discovered during the inspection process through the issuance of a written notice via mail. The notice of violation will specify a compliance deadline. The notice of violation will also list any observed code violation(s).

#### **D. FINAL NOTICE OF VIOLATION – CITATION FOR NON-COMPLIANCE**

Unless a violation is an immediate enforcement violation, any uncorrected code violations remaining after the Compliance Deadline will receive a final notice of violation. After the final notice compliance deadline, remaining violations are subject to citation by the Carver County Sheriff's Department. If deemed necessary by the City Administrator and the Sheriff's Department, the matter will be sent to the County Attorney's Office for prosecution.

#### **E. EXTENSION**

In general, Extensions may be authorized for a specified period. Responsible parties who demonstrate to the Code Enforcement Officer the existence of circumstances requiring additional flexibility or deviation from the compliance deadline may be granted an extension for a specified reasonable period based upon consideration by the City of the following factors:

1. Resolution of all Life-Safety Hazards

An extension will not be considered, or provided, to any responsible party where a life-safety hazard exists or where active and verifiable steps to physically mitigate the hazard are not in place.

2. Achievement of Measurable Progress

Upon the compliance inspection the property shows significant measurable improvement from the conditions observed during the initial property inspection.

3. Establishment of Direct Communication

The responsible party establishes direct communication with the assigned Code Enforcement Officer *prior to* the initial compliance deadline. Direct Communication could be face-to-face, e-mail, or direct phone contact.

4. Written and/or Verbal Commitment to Voluntarily Comply

The responsible party states their intention to fully remedy all recorded violations on their property. This statement can be made verbally to the officer or in writing after establishing direct communication. The timeframes requested will be reviewed by the Code Enforcement Officer.

#### **5. EXCESSIVE COMPLAINTS**

The purpose of this section is to deal with situations where one or more parties inappropriately use the Code Enforcement system. What begins as a complaint escalates into multiple complaints between two parties. Both parties use the complaint process to antagonize each other.

The City has limited resources, in both staffing and funding, to manage complaints and code violations. The City has the right to choose how to best use these resources in a fashion that prudently utilizes taxpayer resources. The

purpose of this Complaint Policy is to establish a protocol and standards for the Staff to use to determine whether the enforcement tools available to the City are no longer effective. The City does not intend to ignore complaints; Staff will continue to take the appropriate enforcement action when a legitimate City Code violation exists. Depending on the nature of the Code violation and the impact the Code violation has on the health, welfare and safety of the City and its residents, the City staff will prioritize the list of pending complaints it receives. Staff may choose to limit the amount of follow-up in certain situations.

Staff will use the following guidelines to determine if a complaint is defined as excessive. Excessive complaints are ongoing complaints where all or most of the following is defined are present:

1. The alleged violation does not pose an immediate risk to public health and safety, or there is no high risk to health and safety through potential environmental impacts, or alleged violation is a private property dispute.
2. The nature of the complaints moves from reporting a legitimate Code violation to a frivolous complaint or a complaint deemed to be using the City to harass another party; or
3. The parties refuse to participate in process identified by the City (e.g., mediation) to attempt to resolve the dispute.

Excessive and repetitive complaints by the same party or parties consume considerable staff time to inspect the alleged violation, talk with the parties involved, write letters requesting corrective action, perform a follow up inspection and potentially have further discussions with involved parties. There is no formula, either objective or subjective to determine when City efforts have been unsuccessful. In determining whether City efforts has been unsuccessful staff will consider the following:

1. How much time the City has invested in working with the parties to address the City Code violation.
2. Whether the City has recommended a viable solution that is achievable within a reasonable amount of time (90 days).
3. Whether the nature of the violation is creating a dangerous situation that puts people and property at risk.
4. Whether the essential basis of the dispute is civil.

Once a determination is made, staff may consult with the City Attorney to determine the City's legal obligations and options. All future complaints from the parties must be in writing. Staff will investigate any subsequent and unrelated

complaints received from the parties and take the appropriate action. The staff will not follow-up with the complainant.

## **6. REPEAT RECURRING VIOLATIONS**

The Repeat / Recurring Violation process is designed to provide resolution through an expedited enforcement / compliance mechanism for responsible parties who repeatedly violate City ordinances and who have demonstrated an inability, or unwillingness, to responsibly maintain their property.

### **A. NOTIFICATION POLICY**

Investigations where Repeat/Recurring Violations are identified will proceed through a procedural fast track. The discovery of a repeat offense is cause to:

1. Issue a repeat/recurring violation warning notice

The Repeat Recurring Violation Warning Notice will be a final notice of violation that will be mailed directly to the responsible party(s), via U.S. Mail, to the address as listed on the Carver County Assessor Record. This written notice will advise the responsible party that repeat/recurring violations may be present on their property. Educational material describing other common code violations may be included with the warning notice. As specified in the final notice of violation, a compliance inspection will be made. At the time of this compliance inspection, any unresolved repeat/recurring violations are cause to:

1. Issue a citation;
2. Send to the County Attorney for Prosecution.

Note: An extension for Repeat/Recurring Violations may be reviewed and approved by the City.

## **7. IMMEDIATE ENFORCEMENT VIOLATIONS**

Certain types of illegal activities constitute an imminent public safety and health hazard. The following types of illegal activities may result in the issuance of a citation without the benefit of receiving a written notice:

1. Person(s) found illegally dumping litter, or waste, onto any property, vacant parcels, or City Right of Ways.
2. Food vendor(s) who are selling food products without a license.
3. Merchandise vendors who are soliciting customers without a license
4. Person(s) who allow a vehicle to remain unattended in a condition that it is openly accessible to the public and that presents a life-safety hazard.
5. Person(s) found responsible for causing an obstruction of a public street, or sidewalk. This includes shoveling snow and ice removal from sidewalks.
6. Other violations as determined by the City.

## **8. ADVANCED CUSTOMER SERVICE**

The City is a governmental body that places a high-value on providing professional, advanced customer service to the citizens with which we interact and serve. Governmental transparency, performance efficiency, and public accountability are core values that guide our operational processes.

We Strive to Provide the Following Advanced Customer Related Services

- An emphasis on public education and voluntary compliance.
- When requested, keep complainants informed when contact information is provided.
- Refer low-income qualified, owner occupied, property owners who may require special assistance to known hardship assistance programs such as: non-profit volunteer organization.

## **9. ANNUAL POLICY REVIEW**

Each year, the City Council should receive a report from City staff regarding code enforcement activity from the previous year. The number of violations by type should be communicated as well as the number of proactive vs. reactive complaints.

**CITY OF MAYER**  
**ECONOMIC DEVELOPMENT AUTHORITY MEETING**  
**Minutes**  
**August 27, 2019**

Members Present: Thomas Stifter, Scott Wakefield, and Elizabeth Butterfield, Erick Boder.

Members Absent: None.

Staff Present: Margaret McCallum, City Administrator

Others Present: Zach Stifter, Brenda Lano and Elise Durbin

The meeting was called to order at 5:30 PM.

**Approval of Agenda**

A motion by Butterfield and seconded by Stifter to approve the agenda. Motion carried 4/0.

**Approval of the Minutes**

Approval of the May 29, 2019 Meeting Minutes

A motion by Wakefield and seconded by Boder to approve the May 29, 2019 meeting minutes. Motion passed 4/0.

**Carver County Community Development Authority**

McCallum introduced this item to the EDA.

McCallum provided some background on the program stating that the Carver County Community Development Agency is the administrator of several programs including the Community Land Trust, Housing Counseling Programs, Rehab Loan Program and Growth Partnership Initiative Program.

Elise Durbin and Brenda Lano from the Carver County Community Development Authority presented information to the EDA on their support programs that they offer to residents and businesses.

The EDA was provided additional documentation highlighting each of the programs and how they could benefit the community.

**Community Video Discussion – Script**

McCallum provided a draft script for the EDA to review and discuss. The EDA provided comments and additions to the script. There were some requests for different wording and changes. The script will be provided to the individuals working on the video so they know what pictures and video to capture.

**Business Update**

McCallum informed that First Minnesota Bank changed its name to CorTrust Bank.

**Other Business**

None.

**Adjournment**

A motion was made to close the meeting at 6:36 p.m.. Motion carried 4/0.

**CITY OF MAYER  
PERSONNEL  
SEPTEMBER 3, 2019 @ 4:00 P.M.  
CITY HALL COUNCIL CHAMBERS**

**AGENDA**

1. Open Meeting

The meeting was opened at 4:00 p.m. Those present were City Administrator, Margaret McCallum and Mayor, Mike Dodge and Vice-Mayor, Erick Boder.

Also present: None.

2. Minutes

A. August 12, 2019 Meeting Minutes were approved.

3. Business

A. Fire Department Policy Manual and Standard Operating Procedures.

The Personnel Committee reviewed the Fire Department Policy Manual and Standard Operating Procedures for the Fire Department and offered recommendations, changes and additions to the document.

McCallum said the goal of reviewing the documents is to bring them current and up to date to reflect the current structure and goals of the department.

The Committee talked about and asked that additional information be provided from other fire departments on their policies related to alcohol consumption.

B. Public Works Department Structure

The Personnel Committee had a preliminary discussion on the future structure of the Public Works Department as the City is continuing to grow.

The Committee decided to wait on proposing any changes to the department at this time.

4. The meeting was adjourned at 4:42 p.m.