

CITY OF ROCKVILLE

P.O. BOX 93

229 Broadway Street East

ROCKVILLE, MN 56369

For Your Information – FYI

Council Action Needed – CA

SPECIAL CITY COUNCIL MEETING AGENDA

WEDNESDAY, MAY 22, 2019

ROCKVILLE CITY HALL

5:30 p.m.

1. **Call to Order** Roll Call - DS.JT.BH.BB.DW.
2. **Roll Call** – (silence electronic devices)
3. **2019 Street Project**
 - a) Review bids
 - b) Resolution 2019-22 Awarding Bid of 2019 Street Project
4. **City Streets/Roads**
5. **Parks**
 - a) Community Park Hockey Rink
 - b) Pleasant Lake Lions Park
 - c) Ball Park Concession Stand/Bike Pavilion
6. **Re/Max Realtor Contract**
7. **Garbage Hauler Ordinance**
8. **No Wake Ordinance**
9. **Ordinance Review**
10. **Appointment of Assistant Fire Marshall**
11. **Mayor/Council Reports/Agenda**
12. **Stearns County SWCD Tour – June 14, 2019**
13. **Adjourn**

CITY OF ROCKVILLE, MINNESOTA
RESOLUTION 2019-22

Resolution Awarding Bid of 2019 Street Project to _____

It is Hereby Resolved by the City of Rockville, Minnesota that:

WHEREAS, Pursuant to an advertisement for bids for the improvements of 2019 Street Improvements, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement: See Appendix A – Bid Tabulation; and

WHEREAS, it appears that _____ is the lowest responsible bidder,

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF ROCKVILLE, MINNESOTA:

1. The mayor and clerk are hereby authorized and directed to enter into the attached contract with _____ in the name of the City of Rockville for the improvements of 2019 Street Improvement according to the plans and specifications therefor approved by the city council and on file in the office of city clerk.
2. The city clerk/administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.

Adopted by the City Council of the City of Rockville on this 22nd day of May, 2019.

ATTEST:

Duane Willenbring, Mayor

Martin M. Bode, City Administrator/Clerk

LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL

1. Date 05/17/2019
2. Page 1 of _____ pages
3. DEFINITIONS: This Contract involves the property located at xxx Brentwood Hill Subdivision Rockville,
4. legally described as Outlot B and Outlot C, Brentwood Hill; approx 57.78 acres
5. _____ ("Property").
6. Seller is City of Rockville ("Seller").
7. Broker is RE/MAX Results ("Broker").
(Real Estate Company Name)
8. This Contract starts on May 23rd, 20 19, and ends at 11:59 p.m. on November 23rd,
9. 20 20. This Contract terminates upon successful closing of the Property(ies) specified in this Contract or expiration
10. or cancellation of this Contract, whichever occurs first.
11. This Contract may only be canceled by written mutual agreement of the parties.
12. PRICE: Seller offers the Property for sale for the price of \$ See page 6, upon the following
13. terms: Cash, Conventional, FHA, VA, RD, Other
14. LISTING: Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market
15. the Property for sale. Broker may place a "For Sale" sign and a lock box with keys on the Property, unless prohibited by
16. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.
17. Seller understands Broker may be a member of a Multiple Listing Service ("MLS"), and if Broker is a member of the MLS,
18. and where available, Broker may give information to the MLS concerning the Property. Broker may place information
19. on the Internet concerning the Property, including sold information (except as limited in the following MLS Data Feed
20. Options section). Upon final acceptance of a purchase agreement, Seller allows Broker to withdraw the Property from
21. the market. If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and terms
22. of the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any
23. other broker is insuring Seller or occupant against theft, loss, or vandalism.
24. MLS DATA FEED OPTIONS:
25. EXPLANATIONS AND DEFINITIONS:
26. "IDX site" means a web site operated by a broker participating in the MLS on which the broker can advertise the
27. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
28. register on the site or to have a brokerage relationship with the broker displaying listings on the site.
29. "Virtual office web site" ("VOW") means a web site operated by a broker participating in the MLS that delivers
30. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
31. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
32. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
33. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.
34. The MLS imposes various other rules and restrictions on VOWs.
35. For each of the following options, the MLS system automatically defaults to "Yes." Seller's instructions pertaining to
36. the Internet display of the MLS input data for the Property are as follows:
37. Option 1. Listing display on the Internet. If Seller selects "No," this listing will not be included in MLS data feeds
38. to Internet web sites that display property listing data, whether intended for advertising the Property or
39. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
40. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
41. Shall the Property listing be displayed on the Internet, including sold information? Yes No
42. Seller understands and acknowledges that if Seller has selected "No" for Option 1, consumers who
43. conduct searches for listings on the Internet will not see information about the Property in response to
44. their searches.

46. Property located at xxx Brentwood Hill Subdivision Rockville MN 56369
47. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.
48. Option 2. Listing address (house and unit numbers and street name) display on the Internet. If Seller selects
49. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
50. Internet listing display, whether intended for advertising the Property or providing online brokerage services
51. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
52. means, including e-mail, fax, mail, hand delivery, and orally.
53. Shall the listing address (house and unit numbers and street name) be displayed
54. on the Internet? Yes No
55. Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be
56. displayed adjacent to the listing. Some VOWs or IDX sites may provide an automated valuation model
57. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
58. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
59. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
60. factors in valuing a property. Seller, by selecting "No," may prohibit display of an automated valuation of
61. his or her listing adjacent to the listing.
62. Shall an automatic valuation of the Property listing or a link to an automated
63. valuation be displayed adjacent to the listing? Yes No
64. Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed
65. with or attached as a link to the listing data of the Property. Some VOWs or IDX sites may provide
66. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
67. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
68. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
69. the listing's value, etc.
70. Shall comments or reviews of the Property by persons other than the displaying
71. broker be displayed with or attached as a link to the listing data of the Property? Yes No
72. LISTED FOR LEASE: The Property IS IS NOT currently listed for lease. If IS, the listing broker is
73. _____ . If IS NOT, Seller MAY MAY NOT list the Property for lease during the
74. terms of this Contract with another broker. _____
(Check one.) (Check one.)
75. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
76. Property upon terms acceptable to both parties.
77. SELLER'S OBLIGATION: Seller shall notify Broker of relevant information important to the sale of the Property.
78. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
79. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
80. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain
81. responsible for security, maintenance, utilities, and insurance during the term of this Contract, and for safekeeping,
82. securing and/or concealing any valuable personal property. Seller shall surrender any abstract of title and a copy of any
83. owner's title insurance policy for this Property, if in Seller's possession or control, to buyer or buyer's designated title
84. service provider. Seller shall take all actions necessary to convey marketable title by the date of closing as agreed to in
85. a purchase agreement. Seller shall sign all documents necessary to transfer to buyer marketable title to the Property.
86. Seller has the full legal right to sell the Property.
87. Access to the Property: To facilitate the showing and sale of the Property, Seller authorizes Broker to:
88. 1. access the Property;
89. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
90. professionals to access the Property at reasonable times and upon reasonable notice; and
91. 3. duplicate keys to facilitate convenient and efficient showings of the Property.

93. Property located at xxx Brentwood Hill Subdivision Rockville MN 56369
94. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with
95. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the
96. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Seller agrees to
97. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other
98. than Seller, Seller shall comply with Minnesota law and any applicable lease provisions of an existing lease and provide
99. tenant with proper notice in advance of any Property showing. Seller understands the prospective buyers and others
100. authorized to access the Property may record the Property by photograph, video, or other medium while accessing
101. the Property.
102. RECORDING ON THE PROPERTY: Seller understands that MN Statute 626A.02 specifically prohibits the interception
103. of oral communications without the consent of at least one of the two parties to the communication. Seller should seek
104. appropriate legal advice regarding compliance with this statute if Seller intends to utilize technology that may intercept
105. oral communications between persons other than Seller.
106. SELLER CONTENT LICENSE: In the event Seller provides content, including, but not limited to, any photos or videos
107. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
108. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
109. derivative works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
110. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
111. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
112. NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY
113. SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.
114. BROKER'S COMPENSATION:
115. Seller agrees to pay Broker a retainer fee of \$ 0.00 at the commencement of this
116. Contract, which fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward
117. satisfaction of any obligation to compensate Broker.
118. Seller shall pay Broker, as Broker's compensation, \$395.00 PLUS 6 percent (%) of the selling price or
119. \$ 0.00, whichever is greater, if Seller sells or agrees to sell the Property during
120. the term of this Contract.
121. Other: _____
122. _____
123. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the
124. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.
125. Seller agrees to pay Broker's compensation whether Broker, Seller, or anyone sells the Property. Seller hereby permits
126. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the
127. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
128. 1. the closing of the sale;
129. 2. Seller's refusal to close the sale; or
130. 3. Seller's refusal to sell at the price and terms specified above.
131. If, within 180 days (not to exceed six (6) months) after the expiration of this Contract, Seller sells or agrees to sell
132. the Property to anyone who:
133. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
134. or
135. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
136. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
137. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
138. then Seller shall still pay Broker the compensation noted here, even if Seller sells the Property without Broker's
139. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
140. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
141. under which Seller is obligated to compensate another licensed real estate broker.

143. Property located at xxx Brentwood Hill Subdivision Rockville MN 56369
144. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale of the Property in an amount equal to the compensation due to Broker under this Contract.
145. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale of the Property in an amount equal to the compensation due to Broker under this Contract.
146. COMPENSATION DISCLOSURE: Broker SHALL SHALL NOT offer compensation to cooperating brokers.
------(Check one.)-----
147. If SHALL, the compensation to cooperating brokers shall be as follows:
148. 2.7 % of the gross sales price or \$ 0.00 , whichever is greater, to cooperating
149. brokers representing buyer.
150. _____ % of the gross sales price or \$ _____ , whichever is greater, to cooperating
151. brokers assisting buyer.
152. Other: _____
153. _____
154. CLOSING SERVICES:
155. NOTICE: THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER, OR REAL ESTATE
156. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS
157. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING
158. ITSELF.
159. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
160. understands that no one can require Seller to use a particular person in connection with a real estate closing and that
161. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.
162. Seller's choice for closing services (Check one.):
163. Seller wishes to have Broker arrange for the closing.
164. Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
165. _____
(Seller's Initials) (Seller's Initials)
166. ADDITIONAL COSTS: Seller acknowledges that Seller may be required to pay certain closing costs, which may
167. effectively reduce the proceeds from the sale.
168. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government
169. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be
170. required to pay the financing fees on any mortgage without giving Seller's written consent.
171. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code
172. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
173. withhold tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable
174. exceptions from FIRPTA withholding.
175. Seller represents and warrants that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual,
------(Check one.)-----
176. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
177. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should seek appropriate legal and
178. tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person
179. or whether the withholding requirements of FIRPTA apply.
180. WARRANTY: There are warranty programs available for some properties which warrant the performance of certain
181. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

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184. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual
185. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same
186. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively
187. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,
188. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept
189. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other
190. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By
191. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house
192. transaction. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker
193. to represent the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

194. Seller's Instructions to Broker:

195. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

196. Seller will agree to a dual agency representation and will consider offers made by buyers represented by
197. Broker.

198. Seller will not agree to a dual agency representation and will not consider offers made by buyers represented
199. by Broker.

200. Real Estate Company Name: RE/MAX Results

201. Seller: [Signature]
Agent for City of Rockville

202. By: [Signature] Seller: Agent for City of Rockville
(Licensee) Sharon M Decker & Lynn Feldhege

203. Date: _____

204. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
205. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during, and after the
206. expiration of this Contract.

207. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Seller, may have had a previous agency
208. relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker, or licensee representing
209. Seller, is legally required to keep information regarding the ultimate price and terms the buyer would accept and the
210. motivation for buying confidential, if known.

211. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon
212. the successful closing of the Property(ies) specified in this Contract or expiration or cancellation of this Contract,
whichever 213. occurs first.

214. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
215. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any
216. misrepresentation, misstatement, omission of fact, or breach of a promise by Seller. Seller agrees to indemnify and hold
217. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
218. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the
219. damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

220. **FAIR HOUSING NOTICE:** Seller understands that Seller shall not refuse to sell or discriminate in the terms, conditions,
221. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
222. with regard to public assistance, handicap (whether physical or mental), sexual orientation, or family status. Seller
223. understands further that local ordinances may include other protected classes.

224. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality,
225. government agency, or unit owners' association about the Property that Seller has not informed Broker about in writing.
226. Seller agrees to promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of
227. this Contract.

228. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
229. balance, interest rate, payoff, and/or assumption figures) regarding any existing financing on the Property. A copy of
230. this document shall be as valid as the original.

232. Property located at xxx Brentwood Hill Subdivision Rockville MN 56369

233. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this
234. transaction constitute valid, binding signatures.

235. CONSENT FOR COMMUNICATION: Seller authorizes Broker and its representatives to contact Seller by mail, phone,
236. fax, e-mail, or other means of communication during the term of this Contract and anytime thereafter.

237. OTHER:
238. **Property shall be Offered as such:**
239. **\$39,000 - \$75,000 per acre**

240.
241.

242. BROKER SELLER

243. ACCEPTED BY: RE/MAX Results ACCEPTED BY: _____
(Real Estate Company Name) (Seller) **Agent for City of Rockville**

244. By: Sharon M Decker & Lynn Feldhege _____
(Date) 5/13/19 (Date)

245. _____ 229 Broadway Street East, Rockville MN 56369
(Date) (Address)

246. 3950 3rd ST N _____
(Address) St Cloud MN 56303-4033 (Phone)

247. _____ 320-251-2200 _____
(Phone) (E-Mail Address)

248. _____ sharon.decker@results.net
(E-Mail Address)

249. SELLER

250. ACCEPTED BY: _____
(Seller) **Agent for City of Rockville**

251. _____
(Date)

252. _____ 229 Broadway Street East, Rockville MN 56369
(Address)

253. _____
(Phone)

254. _____
(E-Mail Address)

255. THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.
256. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

mbode@rockvillecity.org

From: Susan Kadlec <Susan.Kadlec@jkalawfirm.com>
Sent: Wednesday, May 8, 2019 3:11 PM
To: mbode@rockvillecity.org
Cc: Chris Nelson
Subject: RE: Draft refuse hauling ordinance

Hi Marty – as I understand it, the proposal is adopt a refuse hauling ordinance which will limit the number of licensed refuse haulers in the City to 2 per year, BUT you will be grandfathering in all current providers until they fail to apply for a license in any given year, correct?

The question is whether this constitutes organized collection or not. In some regards it is because you will be limiting the number of licensees with whom residents can contract. However, you are not establishing any territories within the City and not governing the fees they charge. In my opinion, this would still be considered an “open” system, and therefore you do not have to follow the extensive procedural approach required when you establish organized collection. That being said, I think you should give written notice to the refuse haulers and published notice of a public hearing on the ordinance. Your residents may have something different to say about limiting the licenses to 2 each year and the effect that may have on their bill.

I think the ordinance needs some revisions in order to carry out the “grandfather” intent.

Susan Kadlec
Jovanovich, Kadlec & Athmann
1010 W. Saint Germain, Suite 420
St. Cloud, MN 56301
(320) 230-0203

From: mbode@rockvillecity.org <mbode@rockvillecity.org>
Sent: Monday, May 06, 2019 10:10 AM
To: Susan Kadlec <Susan.Kadlec@jkalawfirm.com>
Subject: FW: Draft refuse hauling ordinance

Hi Sue

Please review and advise.

Marty

From: Cynthia Smith-Strack <csmithstrack@gmail.com>
Sent: Sunday, May 5, 2019 7:10 PM
To: mbode@rockvillecity.org
Subject: Draft refuse hauling ordinance

Hi Marty -

Here you go. . . draft amendment for refuse haulers. Highlighted text is for your consideration.

Thank you!

--

Cynthia Smith Strack

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CHAPTER 114: REFUSE HAULERS

Section

- 114.01 Definitions.
- 114.02 License Required.
- 114.03 Refuse Hauling Schedule..
- 114.04 Composting.
- 114.05 Disposal Required.
- 114.06 Collection Vehicles.
- 114.07 Recycling.
- 114.08. Containers.
- 114.09. Penalty, License Revocation.

114.01 DEFINITIONS.

For the purpose of this Section, the follow definitions shall apply.

GARBAGE. Organic refuse resulting from the preparation of food, and decayed and spoiled food from any source.

REFUSE. Includes garbage and rubbish.

RUBBISH. All inorganic refuse matter such as tin cans, glass, paper, ashes and the like. Rubbish shall include garbage.

114.02 LICENSE REQUIRED.

- (A) Residential refuse haulers are required to obtain an annual Refuse Hauling license from the City offices. The license shall be issued each January 1 at a fee as set by the Ordinance Establishing Fees and Charges. Licenses shall expire on December 31 of each year. Unless otherwise specified, the full annual fee will be required of licensees irrespective of the date of issuance of the license.
- (B) The City shall issue no more than two (2) Refuse Hauling licenses.
- (C) Application Requirements.
 - (1) Applications shall be on a form approved by the City and include:
 - (a) The name and address of the Applicant,
 - (b) A description of each piece of equipment proposed to be used in collection,
 - (c) The proposed fee for service to customers,
 - (d) A description of the service provided,
 - (e) The place to which the refuse is to be hauled,
 - (f) The manner in which refuse is to be disposed.
 - (2) The City Council shall investigate each application and after due consideration approve or deny the license.
 - (3) Approved licensees shall provide the following:

- (i) A current certificate of public liability insurance covering all vehicles to be used by the Applicant in the licensed business with the following minimum coverages:
 - (1) General liability coverage in an amount not less than \$1,000,000 for injury to any one or more persons resulting from any one accident and not less than \$500,000 for property damage resulting from any one accident.
 - (2) Automobile liability insurance with a combined single limit of \$1,000,000, covering all owned, hired, and non-owned vehicles.
 - (ii) Worker's Compensation Insurance covering all employees of the Licensee.
 - (iii) Any insurance policy required from the Licensee under this Section shall remain in full force and effect at all times that the hauler is licensed in the City. All insurance policies shall contain a provision requiring the City to be notified at least 30 days prior to the expiration or cancellation of any insurance policy.
 - (iv) A current list of vehicles used in Rockville, that includes the license plate number, make and year.
- (D) No transfer of licenses between refuse hauling companies or entities shall be allowed.
- (E) No person shall collect or remove garbage or refuse in any residential district except between the hours of 6:00 a.m. and 10:00 p.m. on any weekday or between the hours of 9:00 a.m. and 9:00 p.m. on any weekend or holiday.

114.03 REFUSE HAULING SCHEDULE.

- (A) Residential refuse hauling shall be limited to hauling two days per week as designated by the City Council.
- (B) Refuse haulers for commercial and industrial customers are exempt from this Section.

114.04 COMPOSTING.

- (A) No person shall bury any refuse in the City except in a sanitary landfill, but leaves, grass clippings, and easily biodegradable, non-poisonous garbage may be composted on the premises where such refuse has been accumulated. Garbage may only be composted in a rodent-proof container or structure approved by the City.
- (B) Licensed refuse haulers shall provide collection of compost items at a fair and equitable cost to residential customers.

114.05 DISPOSAL REQUIRED.

Every person shall, in a sanitary manner, dispose of refuse that may accumulate upon property owned or occupied by such person. Refuse shall be collected, or otherwise lawfully disposed of on a regular basis.

114.06 COLLECTION VEHICLES.

- (A) Every refuse collection vehicle operating within the City of Rockville shall be lettered on the outside so as to identify the owner thereof. Every vehicle used for hauling garbage shall be

covered, leak-proof, durable and of easily cleanable construction. Every vehicle used for hauling refuse shall be sufficiently air-tight, and so used as to prevent unreasonable quantities of dust, paper, or other collected materials to escape. Every vehicle shall be kept clean to prevent nuisances, pollution or insect breeding and shall be maintained in good repair.

- (B) An empty weight of five (5) tons will be the maximum refuse/recycling truck weight allowed during weight restriction periods.

114.07 RECYCLING.

Removal and hauling of recyclables shall occur at least **twice each month**. Every

114.08 CONTAINERS.

- (A) Every householder, occupant or owner of any residence and any restaurant, industrial establishment or commercial establishment shall provide, on the premises, one or more nuisance-free containers to receive and contain all refuse which may accumulate between collections. All normal accumulations of refuse shall be deposited in such containers.
- (B) It shall be the duty of the property owner or occupant to place their garbage containers where the refuse is to be collected, but in no event shall containers be placed in the street or on the sidewalk or in any manner placed where the containers will interfere with vehicular or pedestrian traffic. Refuse/recycling containers shall be stored inside or in side or rear yards.

114.09 PENALTY, LICENSE REVOCATION.

- (A) The violation of any provision or condition of this Section shall be grounds for revocation or suspension of the license.
- (B) Any person, firm, or corporation who violates any provision of this Section shall, upon conviction, be guilty of a misdemeanor. The penalty which may be imposed for any crime which is a misdemeanor under this section, including Minnesota Statutes specifically adopted by reference, shall be a sentence of not more than 90 days or a fine of not more than \$1,000, or both.
- (C) Upon conviction of a misdemeanor, the costs of prosecution may be added.
- (D) A separate offense shall be deemed committed upon each day during which a violation occurs or continues.

contain:

WATER SURFACE USE ORDINANCE

STATE OF MINNESOTA
COUNTY OF SHERBURNE
TOWNSHIP OF PALMER
ORDINANCE NO.104

AN ORDINANCE REGULATING THE SURFACE USE OF BRIGGS LAKE CHAIN

Be it ordained and enacted by the Palmer Township Board, State of Minnesota that the newly enacted ordinance, upon its enactment becomes an ordinance No.104

Section 1: PURPOSE, INTENT AND APPLICATION: As authorized by Minnesota Statutes §6B.201, §6B.205, and 459.20, AND Minnesota Rules 6110.3000-6110.3800as now in effect and as hereafter amended, this Ordinance is enacted for the purpose and with the intent to control and regulate the use of the waters of Briggs Lake Chain in the Township of Palmer Minnesota, said bodies of water being located entirely within the boundaries of Palmer Township to promote its fullest use and enjoyment by the public in general and the citizens of Palmer Township in particular; to insure safety for persons and property in connection with the use of said waters; to harmonize and integrate the varying uses of said waters; and to promote the general health, safety and welfare of the citizens of Palmer Township, Minnesota.

Section 2: DEFINITIONS: Terms used in this ordinance related to boating are defined in M.S. §6B.005. "Slow-No-Wake" is defined by Minnesota Statute and Rule as the minimum speed necessary to operate a watercraft but no more than five (5) miles per hour (Sec Minn. Stat. §6B005.sub.16a or Minn R. part 6110.3700 for exact definitions).

Section 3: SURFACE ZONING OF BRIGGS LAKE CHAIN BY RESTRICTING SPEEDS DURING CERTAIN HOURS.

(A) Slow -no wake speed 24 hours per day when the lake level on Briggs Lake, Rush Lake, and Lake Julia exceeds 964.2 feet as measured at the gauge located at Briggs Lake Public Access. Such restrictions shall become effective upon publication in a local newspaper as a news item or on a specified date, whichever is later. All public watercraft accesses shall be posted prior to and during the time restrictions are in place. In addition, notice of said restrictions shall also be posted at the Palmer Town Hall.

(B) When high water levels have subsided and have remained below an elevation of 964.2 feet above mean sea level for three (3) consecutive days, said restrictions shall be promptly removed.

Section 4: CHANNEL RESTRICTIONS: Slow-no wake speed shall be enforced with in the water way between Briggs Lake and Lake Julia; between Briggs Lake and Rush Lake and the Briggs Lake Bijou Area though out the open water season no matter what the water elevation. Water marker buoys shall mark the beginning and end of said channel.

Section 5: ENFORCEMENT: the primary responsibility for enforcement of this ordinance shall rest with the Sherburne County Sheriff's Department. This, however, shall not preclude enforcement by other licensed peace officers.

Section 6: EXEMPTIONS: All authorized Resource Management, Emergency and Enforcement Personnel, while acting in the performance of their assigned duties are exempt from the foregoing restrictions.

Section 7: NOTIFICATION: It shall be the responsibility of the Palmer Township to provide for adequate notification of the public, which shall include placement of a sign at each public watercraft access outlining essential elements of the ordinance

Section 8: PENALTIES: Any person who shall violate any of the provisions of this Ordinance shall be guilty of a Misdemeanor

Section 9: EFFECTIVE DATE: This Ordinance shall be in effect from and after the date of its passage and publication.

Mudal J. Long Supervisor

Scott Walker Supervisor

Carl Peterson Supervisor

Attest: *Judy Stepper* Clerk

nsHIP

04

help maintain our
fish population by:
Using
"catch and release"
of Walleye less than 15"

Keeping no more
than 5 crappies

Thank you for your cooperation

These w
INFESTE

Eurasian
Watermilfoi
(12-21 pairs of

"NO Wake Ordinance"

is now in effect.

Please Don't be the Problem

- Minimum speed of boat operation. (closed throttle)
- No more than 5 MPH.
- In effect 24 hrs per day.

No Wake over entire surface of the lakes.

- Offenders are committing a Misdemeanor.
- Up to \$700.00 fine.
- Up to 90 days in jail.
- **No Wake** means: MINIMAL WAVES.

Palmer Township

Hig

Clear Lake
Ord #4

Strategies for Successful City Council Meetings

BY PAMELA WHITMORE

Meetings are part of the regular routine of a city council. However, councilmembers sometimes struggle with advocating for their personal positions on city issues while respecting the council's mandatory group decision-making process.

Adding to this struggle, Minnesota's Open Meeting Law generally requires city councils to have this dialogue in public meetings, giving the public a right to attend and observe. The dynamic between comfortably engaging in the give and take of decision-making, but doing so within the public eye, can lead to disruptive meetings and conflict. But conflict can be avoided by adopting and following sound meeting strategies.

Meeting procedures

One of the best practices a council can follow is to adopt clear meeting procedures. Well-managed meetings can dilute and even prevent debilitating conflict from derailing meetings.

Many city councils and members of the public assume that councils must follow Robert's Rules of Order. However, under Minnesota law, councils can adopt their own rules of procedure—whether that is Robert's Rules, Sturgis Rules, Rosenberg Rules, or the council's own simplified rules.

Once adopted, the entire council—not just the person running the meeting—should learn the rules of procedure, since the chair is subject to the will of the council as a whole. The chair is the leader of the meeting, but not the boss.

Agenda-setting policy

In addition to adopting rules to better manage

the pace and tone of the meeting, clearing up confusion about other fundamental parts of meetings can decrease distrust and lead to more efficient meetings. Agenda-setting represents one of the most common catalysts for distrust.

Having a standard agenda format and a clear agenda-setting policy avoids confusion about how to get things on the agenda and, more importantly, assures individual councilmembers of the opportunity to get things heard. It also lets participants know what will be discussed at the meeting and how the meeting will be run.

Meeting agendas that include a time for "reports of mayor and/or councilmembers" strengthen council relations and increase trust. This agenda item allows councilmembers to keep each other, staff, and the public informed about non-agenda items and about action items from previous meetings.

Public comment policy

Managing public comment can also increase efficiencies and lead to better decisions. By allowing time for residents to comment at meetings, councilmembers have a chance to hear new perspectives and information.

However, residents often mistakenly think they have a right to actively participate in council meetings without any restrictions. By adopting a clear public comment policy, councils can manage the expectations of residents and their role.

Key components of a public comment policy include a sign-in sheet, a time limit on comments, and rules of decorum for commenting. The policy should also make it clear

that councilmembers will only listen, not engage, during the comment time. If questions arise because of information learned from public comments, the council can direct staff or a specific councilmember to look into the issue and report back to the council as a whole.

How councilmembers can help

Lastly, councilmembers themselves can help meetings run more smoothly by following these basic tips:

- Read the packet before the meeting and share any possible questions or concerns with staff ahead of time.
- Realize that staff work for the city and act on the direction of the council as a whole, not at the discretion of individual councilmembers or the mayor.
- Arrive to meetings on time.
- Approach every agenda item with the belief that everyone has something to contribute and likely has information that you do not have.
- Avoid making assumptions and listen with a true curiosity.
- Focus on the policy, not the person, and leave personal feelings at the door.
- Acknowledge others' reasoning and explain your own.
- Keep cell phones and other distractors off the dais.
- Focus on progress toward the overall goals of the city, not individual positions.

A key element of a city council meeting is to allow the council to engage in debate, when necessary, to reach the best decision for the city. How councilmembers behave in those meetings matters a great deal. With the right mindset of councilmembers and clear policies in place, public meetings can result in efficient decision-making. ☐

Pamela Whitmore is collaboration and mediation manager with the League of Minnesota Cities. Contact: pwhitmore@lmc.org or (651) 281-1224.



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From: Fuchs, Dennis - NRCS-CD, Waite Park, MN <Dennis.Fuchs@mn.nacdnet.net>
Sent: Thursday, May 16, 2019 10:04 AM
Cc: Breth, Katie - NRCS-CD, Waite Park, MN
Subject: FW: Stearns County SWCD Community Leader Conservation Tour Invitation
Attachments: Community Leader Conservation Tour Invitation.pdf

Good Morning,

The Stearns County Soil and Water Conservation District (SWCD) is pleased to invite one representative from your City to our **Community Leader Conservation Tour**, celebrating 70 years of conservation. The tour starts and finishes at the USDA Service Center in Waite Park, Minnesota, on Friday, June 14, 2019, from 8:30 AM to 4:00 PM. We will be celebrating 70 years of conserving and protecting natural resources on a changing landscape. We would be honored to have you join us. Given your commitment to Stearns County and Minnesota as a whole, we think this would be a great event for you to share your priorities and learn firsthand how Stearns County SWCD works to provide local leadership in the conservation of soil, water and related natural resources through programs and partnership with producers, landowners, businesses, organizations and government.

Community Leader Conservation Tour Details:

Friday, June 14th, 2019

Please wear appropriate footwear - uneven terrain, mud and stairs are expected

Agenda for the Day

8:30 AM Registration and Light Refreshments

(USDA Service Center: USDA Conference Room (Address Above))

9:00 AM Tour Highlights

9:15 AM Board Bus

Mississippi River Park

Galen Wilczek's Farm

12:00 PM Meet & Greet Lunch (Sunfish Fry @ Fisher's Club, Avon, MN)

City of Albany

Hobby Hills Farm

Koeplin/Braegelmann Property

4:00 PM Return to USDA Service Center - Tour Concluded

Registration Deadline Monday, June 3rd

Register online: <https://www.stearnscountyswcd.net/tour>

or contact Katie Breth 320-251-7800 ext.3

For more information or dietary/mobility needs contact Katie Breth

at 320-251-7800 ext.3 or katie.breth@mn.nacdnet.net

We look forward to your attendance at our **Community Leader Conservation Tour** and to your engagement in our exciting work on behalf of Stearns County residents.

Sincerely,

Dennis J. Fuchs
Administrator, Stearns County Soil and Water Conservation District
110 Second St. S. Suite 128
Waite Park, MN 56387
Direct: 320-345-6477, Cell: 320-290-3854, Office: 320-251-7800 x3
www.stearnscountyswcd.net



Participate online to guide the future of Stearns County: <https://shapestearns.com/>



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Community Leader Conservation Tour

Join the Stearns County Soil & Water Conservation District on Friday, June 14
Meet landowners | Tour conservation projects | Look to the future



Celebrating 70 Years of
Protecting and Restoring
Natural Resources on a
Changing Landscape

Stearns County SWCD
110 2nd Street S, Ste 128
Waite Park, MN 56387



Community Leader Conservation Tour **Friday, June 14th, 2019**

We will celebrate 70 years of conservation by looking at past challenges and successes, as well as showcase current plans and projects.

Agenda for the Day

Please wear appropriate footwear - uneven terrain, mud and stairs are expected

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(USDA Service Center: USDA Conference Room (Address Above))
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City of Albany
Hobby Hills Farm
Koeplin/Braegelmann Property
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