

ORDINANCE NO. 2021-02

**CITY OF CLARKS GROVE
COUNTY OF FREEBORN
STATE OF MINNESOTA**

AN ORDINANCE REGULATING PARKING

WHEREAS the City of Clarks Grove finds it necessary to pass an ordinance regulating parking to facilitate the efficient and orderly cleaning, maintenance, and removal of snow from public roadways.

NOW THEREFORE, the City Council of the City of Clarks Grove, Minnesota, ordains:

That the Code of Ordinances, City of Clarks Grove, Minnesota, is hereby amended by adding Chapter 2, Section 2.01 through Section 2.11, which reads as follows:

CHAPTER 2 – PARKING REGULATIONS

Sections

- 2.01 No parking where posted
- 2.02 Limited parking
- 2.03 Other parking restrictions
- 2.04 Declaration of snow emergency; parking prohibited
- 2.05 Parking certain semi-trailers or tractors on public streets prohibited
- 2.06 Overnight parking
- 2.07 Repairing of vehicles
- 2.08 Prohibiting parking areas in front yards in residential zones
- 2.09 Impoundment
- 2.10 Prima facie violation
- 2.11 Penalty

Cross-reference:

Recoverable Cost, Ordinance 2017-01

§ 2.01 NO PARKING WHERE POSTED.

(A) No person shall stop, stand, or park a vehicle upon the public streets of the city at any place where official signs or where appropriate devices, marks, or painting, either upon the surface of the street or the curb immediately adjacent thereto, prohibit these acts.

(B) Pursuant to Minnesota Statutes § 168B.035, the City Council may appoint as many Compliance Officers as are needed to enforce the provisions of this chapter. The Compliance Officers shall be subordinate to the City Council. A COMPLIANCE OFFICER is an individual whose services are utilized by the City to provide parking enforcement, animal control, and administrative or clerical assistance and who is not a sworn and licensed peace officer. A Compliance Officer's duties shall not include enforcement of the general criminal laws of the state, and the Compliance Officer does not have full powers of arrest or authorized

to carry a firearm on duty.

§ 2.02 LIMITED PARKING.

No person shall stop, stand, or park a vehicle upon the public streets of the city where official signs are erected limiting the parking time thereon, for a period of time in excess of the time as designated by the official signs.

§ 2.03 OTHER PARKING RESTRICTIONS.

(A) The City Council may by resolution order the placing of signs, devices or marks, or the painting of streets or curbs prohibiting or restricting the stopping, standing or parking of vehicles on any street where, in its opinion, as evidenced by a finding in its official minutes, the stopping, standing or parking is dangerous to those using the highway, or where the stopping, standing or parking of vehicles would unduly interfere with the free movement of traffic. The signs, devices, marks, or painting shall be official signs, devices, marks or painting, and no person shall stop, stand or park any vehicle in violation of the restrictions thereon or as indicated thereby.

(B) "No parking" signs may be placed by city employees on any street of the city to permit construction, repair, snow removal, street cleaning or similar temporary activities. While the signs are in place, it shall be unlawful to park any vehicle on the streets or portion thereof so posted.

(C) It shall be unlawful for a person to park in an area designated by Council resolution and posted as a fire lane.

(D) It shall be unlawful for a person to park a vehicle or permit it to stand, whether attended or unattended, on an alley within the city, provided that this does not prohibit the parking of vehicles for less than one hour on an alley for the purpose of access to abutting property for loading or unloading merchandise or other material when parking on the property itself is not available.

(E) It shall be unlawful for a person to park a motor vehicle in an area designated by posted signs pursuant to Council resolution for certain types of vehicles, unless the motor vehicle is one of the types of vehicles specifically permitted.

(F) Every vehicle parked upon any street with a curb shall be parked parallel to the curb, unless angle parking is designated by appropriate signs or markings. On streets with a curb, the right-hand wheels of any vehicle parked shall be within one foot of the curb. On streets without a curb, the vehicle shall be parked to the right of the main traveled portion of the street and parallel to it and in such a manner as not to interfere with the free flow of traffic, unless angle parking is designated by appropriate signs or markings.

§ 2.04 DECLARATION OF SNOW EMERGENCY; PARKING PROHIBITED.

If the City or County plow the streets for snow, residents shall remove all automobiles, trucks, campers, boats, storage units, trailers, and any other vehicle from the unplowed area on any street or highway before 6:00 a.m. the next day. If not moved they will be towed at the owner's expense.

§ 2.05 PARKING CERTAIN SEMI-TRAILERS OR TRACTORS ON PUBLIC STREETS PROHIBITED.

No person shall park a semi-tractor or trailer, or any truck rated with a gross vehicle weight

in excess of 10,000 pounds, in any area of the city zoned for residential use or other area designated by City Council resolution except when the vehicle is parked in a completely enclosed garage.

§ 2.06 OVERNIGHT PARKING.

The following vehicles shall not be allowed to park on city streets overnight: repair, delivery, rented vehicles with commercial plates and refuse and recycling haulers or any other vehicle not registered as a passenger vehicle.

§ 2.07 REPAIRING OF VEHICLES.

Minor repairs and tune-ups, such as replacement of spark plugs, spark plug wires, thermostat, radiator or heater hoses, oil changes and brake jobs shall be permitted on city streets; provided, that they can be accomplished within the same day and completed by 10:00 p.m. All other repairs shall be considered major repairs and shall not be permitted on any city street, unless the repairs are made within an enclosed structure allowed within the zoning district. Damage to city streets because of repairs or lack of repairs shall be charged to the person responsible for the damage to the city streets.

§ 2.08 PROHIBITING PARKING AREAS IN FRONT YARDS IN RESIDENTIAL ZONES.

(A) The construction, operation or maintaining a parking area, either paved or unpaved, in the front yard of any lot is prohibited in any area zoned for residential use. For the purpose of this section, front yard shall mean and include that area between the sidewalk, or street line in the event there is no sidewalk, and the front line of the principal building, extending in both directions to the side lot lines.

(B) The front part of any lot shall not be used for the parking of an automobile, truck, trailer, tractor, recreational vehicle, camper, travel trailer, camper top, tent, wagon, boat, boat trailer, storage area or motor home.

(C) No person, being the owner or having control of any building, shall violate or fail to conform to any provision of this section, or fail to obey any lawful order of an officer charged with its enforcement. Each and every day on which any person continues to violate the provisions of this section, after having been notified of the violation, shall constitute a separate offense. This conviction shall not relieve any person from thereafter complying with the provisions of this section, and shall be sufficient cause to refuse further building or land use permits to the offender until a time as the orders have been complied with.

(E) Use of that portion of a vacant lot within 30 feet of the front on the lot line for parking in an area zoned for residential use is prohibited.

(F) The City may assess to the property owner any and all costs and expenses incurred by the City as a result of enforcement of paragraphs (A) through (E).

§ 2.09 IMPOUNDMENT.

Any City appointed Compliance Officer, appointed pursuant to Minnesota Statutes §

168B.035, Subd. 2, may order the removal of a vehicle from a street to a garage or other place of safety when the vehicle is left unattended and constitutes an obstruction to traffic or hinders removal, street improvements or maintenance operations. The vehicle shall not be released until the fees for towing and storage are paid in addition to any fine imposed for violation of this chapter.

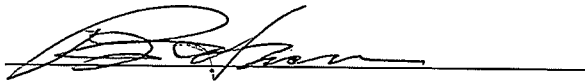
§ 2.10 PRIMA FACIE VIOLATIONS.

Pursuant to Minnesota Statutes § 169.34, Subd. 2, as it may be amended from time to time, the presence of any motor vehicle on any street when standing or parked in violation of this chapter is prima facie evidence that the registered owner of the vehicle committed or authorized the commission of the violation.

§ 2.11 PENALTY.

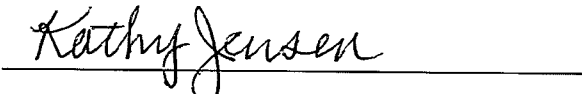
Any person, firm, company, corporation, or other business entity who violates this chapter shall, upon conviction, be guilty of a petty misdemeanor.

PASSED BY THE CITY COUNCIL OF THE CITY OF CLARKS GROVE, MINNESOTA,
THIS 13 DAY OF December, 2021.



Bruce A. Hansen,

Mayor of the City of Clarks Grove, Minnesota



ATTEST: Kathy Jensen,

City Clerk of the City of Clarks Grove, Minnesota

DATE POSTED: December 7, 2021

DATE ADOPTED: December 13, 2021

DATE PUBLISHED: December 23, 2021

Law Enforcement Services Agreement

THIS AGREEMENT ("Agreement") made and entered into by and between the City of Albert Lea, Minnesota (the "Contractor") and the City of Clarks Grove Minnesota (the "City"). The Contractor and the City are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the City needs and desires to enforce the City's animal, trash and refuse, and abandoned property-junk vehicle ordinances through the Contractor's police department; and

WHEREAS, the Contractor agrees to render such Law Enforcement Services on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized and provided for by the provisions of Minnesota Statutes Sections 412.221, subd 2; 471.59 and 436.05.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

Duties and Obligations of the Parties.

1. City will investigate all violations of the City's animal, trash and refuse, junk vehicle, and trimming/removal/disposal of weeds, grass, and rank vegetation ordinances. City will be responsible for all follow-up investigations to ensure compliance with City's ordinances.
2. City will undertake initial efforts to enforce its ordinance, including but not limited to, contact with owner/resident, letter(s) of notice of violation, time to correct, and action City will take to enforce compliance with City ordinance(s) prior to contacting Contractor for enforcement.
3. Contractor will complete application and execute search warrants to allow City to enter owner/resident's property. City shall undertake the necessary steps to bring property into compliance with City's ordinance(s).
 - i. City is required to retain and supervise contractors or subcontractors for repair, removal, and/or disposal of debris required to bring property into compliance with City's ordinances.
 - ii. Contractor will not provide an animal control officer to City for enforcement of City's animal ordinance.
4. It is expressly understood that the Contractor is an independent contractor. The Contractor shall have control over the manner in which the Law Enforcement Services are performed under this Agreement. The Contractor shall furnish and supply all necessary labor,

supervision, equipment, communication facilities and dispatching, and supplies necessary to provide the Law Enforcement Services, except as otherwise provided in this Agreement.

- i. The failure to furnish Law Enforcement Services because of weather, road conditions, or the unavailability of personnel or equipment, shall not be a breach of this Agreement.
5. The provision of Law Enforcement Services, the standards of performance, the discipline of the officers and employees and other matters incident to the performance of the Law Enforcement Services under this Agreement, and the control of personnel employed by the Contractor shall remain under the control of the Contractor's Police Chief or the Chief's designee.
 - i. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court under the laws of the State of Minnesota or ordinances of the City, and fines, if any, will be remitted in accordance with the laws of the State of Minnesota. City's attorney will be responsible for prosecuting violation(s) of laws and ordinances occurring within City's boundaries.

Compensation.

1. The Parties agree the direct costs and expenses for providing the Law Enforcement Services shall be billed at \$100.00 per hour per officer. Any call provided by Contractor on the City's request shall have a two (2) hour minimum payment requirement. Contractor will determine number of officers required to enforce City's ordinances or execute search warrants on City's behalf.
2. The hourly rate for the Law Enforcement Services in future years will be established by the Contractor. Any increase in the hourly rate must be provided to the City no later than January 1st of each year.
3. The Contractor shall bill the City on a monthly basis for Law Enforcement Services provided under this Agreement. The City shall pay the amount required in accordance with the Prompt Payment of Local Government Bills statute, Minnesota Statutes Section 471.425, as amended.

Defense and Indemnity.

To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the Contractor, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the City's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The City agrees this indemnity obligation shall survive the completion or termination of this Agreement.

Insurance. General Liability.

1. Prior to providing any Law Enforcement Services, City shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise from the performance of work under this Agreement. The City shall name the Contractor as an additional insured under its general liability in limits acceptable to Contractor. The City's policy shall be primary insurance to any other valid and collectible insurance available to the Contractor with respect to any claim arising out of Contractor's performance under this Agreement.
2. The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or in the case of non-payment of premium, at least ten (10) days' written notice of cancellation.
3. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

General Provisions.

1. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
2. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Freeborn County, Minnesota.
4. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to Contractor: Patrick Ian Rigg, City Manager
221 East Clark Street
Albert Lea, MN 56007

Notice to City: Its Mayor
PO Box 248
Clarks Grove, MN 56016

5. If a court finds any portion of this Agreement to be contrary to law, invalid, or

unenforceable, the remainder of the Agreement will remain in full force and effect.

Term of Agreement.

1. This contract shall be renewed automatically on the 1st day of July each year, unless otherwise terminated in accordance with 6-months' notice provided to the non-terminating party.
2. In the event of termination, the City shall only be responsible to pay for the Law Enforcement Services satisfactorily performed by the Contractor to the effective date of termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated this 22nd day of Aug 2023

Dated this 14 day of August, 2023

CITY OF ALBERT LEA, MINNESOTA

CITY OF CLARKS GROVE MINNESOTA

By: Rich Murray
Rich Murray
Its Mayor

By: Bill Zenzelke
Its Mayor, Pro-tem

By: Ian Patrick Rigg
Ian Patrick Rigg
Its City Manager

By: Kathy Jensen
Its City Clerk