

CITY OF MAYER
REGULAR CITY COUNCIL MEETING
AGENDA
Monday
October 10, 2016
6:30 PM

CALL MEETING TO ORDER AT 6:30 P.M.

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment
4. Consent Agenda
 - 4.1. Approval of the minutes for the September 26, 2016 Regular Council Meeting
 - 4.2. Approval of the minutes for the September 26, 2016 Work Session Meeting
 - 4.3. Approval of Claims for the month of October
 - 4.4. Approval of the Check Summary for the month of September
 - 4.5. Approval of the Fire Department Report for the month ending September 2016
 - 4.6. Approval of Building Permit Report for the month ending September 2016
5. City Administrator
 - 5.1 Approval of extension of purchase agreement for Casey's
 - 5.2 Discussion on purchase of 409 Shimmcor (Gary Harms Lot)
 - 5.3 Discussion on Metropolitan Council Reform Meetings
 - 5.4 Discussion on "No Parking signs on 62nd Street
 - 5.5 Authorization of Mayor's signature on the Liability Waiver Form
 - 5.6 Authorization to purchase stove for the Community Center
 - 5.7 Authorization to repair manholes
6. For Your Information
7. Council Reports
8. Other Business
9. Adjournment

UPCOMING MEETINGS

Park Board Meeting 6:30 PM Tuesday October 11, 2016
Regular Council Meeting 6:30 PM Monday, October 24, 2016
Planning Commission Meeting 6:30 PM Tuesday, November 1, 2016
Regular Council Meeting 6:30 PM Monday, November 14, 2016

OTHER NOTICES

General Election Tuesday, November 8, 2016
City Offices Closed on Friday, November 11, 2016 in Observance of Veterans Day

MAYER CITY COUNCIL MEETING MINUTES – SEPTEMBER 26, 2016

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

PRESENT: Mayor Thomas, Council Members Boder, McNeilly, Osborn, and Stieve-McPadden

ABSENT: None

STAFF: City Administrator Ruch-Hammond, Public Works Kuntz, and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Mike Dodge, Al Edholm, Dianna McKeown, Jacleie Xie

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Stieve-McPadden with a second by Council Member McNeilly to approve the agenda as presented. Motion Carried 5/0

PUBLIC COMMENT

None

CITY RECOGNIZED

Mayor Thomas and the Mayer City Council were presented a GreenStep City award from Dianna McKeown in recognition of the City's participation in the Minnesota GreenStep Cities Program.

APPROVE CONSENT AGENDA

A MOTION was made by Council Member McNeilly with a second by Council Member Osborn to approve the Consent Agenda. Motion Carried 5/0.

1. Approve the Minutes of the September 12, 2016 Regular Council Meeting.
2. Approve the Minutes of the April 4, 2016 Mayer Commission for a Lifetime Meeting.
3. Approve the Minutes of the August 10, 2016 Park Board Meeting.
4. Approve the Additional Claims for the Month of August 2016,
5. Approve the Fire Department Report for the Month Ending August 2016.

STAFF REPORTS

1. **Public Works** – The Council reviewed a report from Kyle Kuntz of Public Works activities from August 18th to September 20th, 2016.
2. **City Engineer** – The Council reviewed David Martini's summary of the projects Bolton & Menk have been working on during the billing period July 16th and August 12th, 2016.
3. **Sheriff's Department** – No Report
4. **City Administration** – The Council reviewed the City Administrator's report for the period August 22nd, through September 23rd, 2016.

CITY ADMINISTRATOR

1. **Approval of Fire Department Contracts with the Townships for 2017** – The City has met with Camden, Hollywood, Waconia, and Watertown Townships to discuss the annual Fire Contracts for 2017. The City calculated the fees for services due to the City by the number of parcels with buildings served in each township. Township officials verified the parcel numbers and the townships will pay 28.82% of the operating budget for the fire department. A MOTION to approve the Fire Department Contracts with the Townships for 2017 by Council Member Stieve-McPadden and seconded by Council Member Osborn. Motion Carried 5/0
2. **Approval of Resolution 9-26-2016-32 Preliminary 2017 General Fund Budget** – Council had previously reviewed the proposed 2017 budget. After making adjustments to the budget with the understanding that the budget can be reduced the Council set the 2017 General Fund Budget at \$1,408,136. A MOTION was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly approving Resolution 9-26-2016-32 Preliminary 2017 General Fund Budget. Motion Carried 5/0. Council will further review the budget at a work session on October 24, 2016.
3. **Approval of Resolution 9-26-2016-33 Preliminary Levy for Tax Collection in 2017** – A preliminary levy of \$952,000 was prepared for Council review. A MOTION was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly approving Resolution 9-26-2016-33 Preliminary Levy for Tax Collection in 2017. Motion Carried 5/0
4. **Approval of Resolution 9-26-2016-34 Prosecution Contract for 2017** – The City contracts with Carver County Attorney's office for prosecution services for statutory gross misdemeanor and misdemeanor violations. The fee that is paid for the prosecution services is based on a three year caseload. The fees for City of Mayer for services based on caseload for 2013 was \$796.45, for 2014 was \$738.13 for 2015 was \$912.02 and for 2016 is \$979.31. The proposed fee for 2017 is \$1,018.49. This is because of a 1.24% increase in caseload from 2016-2017 and a 4% surcharge increase for 2017. A MOTION was made by Council Member Osborn and seconded by Council Member McNeilly approving resolution 9-26-2016-34 Authorizing Execution of Joint Powers Agreement Prosecution Contract for 2017. Motion Carried 5/0
5. **Staffing Update** – City Administrator informed Council that the City Clerk is working two half days a week through October. She will then be here to help with the elections and on an as needed basis after the election. Council Members asked new Deputy Clerk how her training was going and if she needed additional training. Deputy Clerk responded that she is adjusting very well and is receiving excellent training.
6. **Park Board Recommendation on Pedestrian Crossing County Road 30** – The Park Board is recommending/requesting that the City Council request pedestrian crossing markings and signs on County Road 30 at the intersections of Coldwater Crossing and Hidden Trail. The City did request signs and pedestrian crossing markings at the County Road 30 at the intersection of Coldwater Crossing and Hidden Trail in 2009 and the request was denied because of the 45 mph speed limit. Council instructed Staff to send another request to the County to allow a pedestrian crossing and to reduce the speed limit to 30 mph.
7. **Approval of Purchase of Pedestrian Signs** – Staff met with Kevin Nystedt a representative of Tapco a company that provides the flashing pedestrian crossing signs. He reviewed the two pedestrian crossing sites to be sure that the solar operated signs would work. In the review of the crossing at 4th Street, an observation was made that on the west side of the street there would be an issue with the placement of the sign because of the City street light. Traffic going south would not have a clear view of the sign. The

solution would be to place a sign to the north that would communicate with the sign on the west side and would start to flash when the button is pushed letting the traveling public know that a crosswalk exists and that there is a pedestrian in the crosswalk. This option will require some additional review from MnDOT. On the crossing at Hidden Creek Boulevard and Highway 25 the signs will work. The only issue that was found was the No Passing sign will block the pedestrian crossing sign on the east side of the highway. Staff has contacted MnDot to request that the sign be moved. MnDot staff informed the City that the sign can be moved. However, they are not sure of the future time line but stated that the City can install the pedestrian crossing sign.

The cost to purchase the two signs for the intersection of Highway 25 and Hidden Creek Boulevard is \$8,945.00 plus shipping and footings. After discussion on the expense of the signs and the possible lack of effectiveness, Council instructed Staff to request Carver County Sheriff to have a traffic detail for the pedestrian crossings. Staff is to provide the Council with further research on the effectiveness of lighted pedestrian crossings.

8. **Approval of Additional Funds for Pump** – During the Council meeting on August 22nd, 2016 City Council approved the purchase of a pump needed to bypass the Sanitary Lift Station #1. After further investigation by City Staff it was concluded that the pump City Council approved at a previous meeting won't be able to handle a suction lift greater than 25 feet. In order to pump from a depth of 32 feet the City will have to purchase an additional pump to force feed the bypass pump. Staff is requesting additional funds to purchase the pumps from Hydro Engineering in the amount of \$41,243.59. After discussion a MOTION to Approve Additional Funds for Pump was made by Council Member Osborn and seconded by Mayor Thomas. Motion Carried 5/0

9. **Approval of Additional Hours for Compost Employee** -- Carver County can no longer staff the compost site on Saturday's. They were staffing the first and third Saturday's and the City was staffing the site on the second, fourth, and sometimes fifth Saturday's of the month. Staff is requesting to have the current compost site employee staff the first and third Saturday's also. This would be an additional \$70 per month or \$840 per year (\$8.75 hourly rate x 8 hours = \$70), (12 months x \$70 = \$840 additional annual cost). Staff will request additional funding from the County for the additional hours. A MOTION to Approve Additional Hours for Compost Employee was made by Council Member Stieve-McPadden and seconded by Council Member Osborn. Motion carried 5/0

COUNCIL REPORTS

- None

OTHER BUSINESS

- None

ADJOURN

There being no further business, a MOTION was made by Council Member Stieve-McPadden and seconded by Council Member McNeilly to adjourn the meeting at 7:48 p.m. Motion Carried 5/0

Gerald W. Thomas, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – SEPTEMBER 26, 2016

Call Work Session to order at 7:49 p.m. by Mayor Thomas

PRESENT: Mayor Thomas, Council Members Boder, Osborn, McNeilly, and Stieve-McPadden

ABSENT: None

STAFF: City Administrator Ruch-Hammond, Public Works Kuntz, Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Mike Dodge, Al Edholm, Troy Schuette

1. **Discussion on Elite Waste Disposal Contract and Annual Review Schedule:** City Council performed an annual review of Elite Waste Disposal contract. Troy Schuette, Owner of Elite Waste Disposal addressed the Council's concerns regarding the broken glass dropped around town. Mr. Schuette assured the Council that he personally made sure that all issues were taken care of. Mr. Schuette said that the trucks have been repaired and new procedures have been put in place. Council was please with the timely response in which issues have been addressed and that Mr Schuette has pride in his family-owned business and takes all issues seriously.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:57 p.m.

Gerald W. Thomas, Mayor

Attest: _____
Janell Gildemeister, Deputy City Clerk

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*Claim Register©

10/10/16 PAY

October 2016

Claim Type	Direct				
Claim#	12884 KLUVER CONSULTING	Ck# 020158	9/26/2016		
Cash Payment	E 640-49480-300 Professional Svcs	SERVICE	9/16-9/30/2016		\$900.00
	Invoice				
Transaction Date	9/26/2016	Security Bank	10100	Total	\$900.00
Claim#	12886 VISA	Ck# 020181	10/4/2016		
Cash Payment	E 620-49440-215 Samples	VISA CHARGES FOR SEPT 2016			\$10.60
	Invoice 509				
Cash Payment	E 100-42200-208 Training and Instruction	MBFTE RENEWAL			\$375.00
	Invoice				
Cash Payment	E 620-49440-215 Samples	VISA CHARGES FOR SEPT 2016			\$22.55
	Invoice 528				
Cash Payment	E 100-41000-322 Postage	MDA PACKETS			\$9.42
	Invoice 552				
Cash Payment	E 100-41000-200 Office Supplies	OFFICE SUPPLIES			\$4.07
	Invoice				
Cash Payment	E 100-41000-200 Office Supplies	VISA CHARGES FOR SEPT 2016			\$96.46
	Invoice				
Cash Payment	E 100-45000-500 Capital Outlay (GENERAL) UNITED VOLLEYBALL SUPPLY				\$71.17
	Invoice				
Transaction Date	10/3/2016	Security Bank	10100	Total	\$589.27
Claim#	12887 VIKING COCA-COLA BOTTLING CO				
Cash Payment	E 100-41940-400 Repairs & Maint Cont	CO TANK REFILL			\$202.00
	Invoice				
Transaction Date	10/6/2016	Security Bank	10100	Total	\$202.00
Claim#	12888 BRYAN ROCK PRODUCTS, INC				
Cash Payment	E 100-45000-500 Capital Outlay (GENERAL) DISCOVERY PARK CURBING				\$797.45
	Invoice 18035				
Transaction Date	10/6/2016	Security Bank	10100	Total	\$797.45
Claim#	12889 GOPHER STATE ONE-CALL INC				
Cash Payment	E 620-49440-355 Gopher State Locates				\$27.00
	Invoice 6090547				
Cash Payment	E 640-49490-355 Gopher State Locates				\$27.00
	Invoice 6090547				
Transaction Date	10/6/2016	Security Bank	10100	Total	\$54.00
Claim#	12890 JERRYS TRANSMISSION SERVICE				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	MISC PARTS MFD			\$518.15
	Invoice 0027752				
Transaction Date	10/6/2016	Security Bank	10100	Total	\$518.15
Claim#	12891 ANCOM COMMUNICATIONS, INC				
Cash Payment	E 100-42260-406 800 Mgz Radios	MFD RADIO REPAIR			\$142.50
	Invoice 63205				
Transaction Date	10/6/2016	Security Bank	10100	Total	\$142.50
Claim#	12892 UFC FARM SUPPLY				
Cash Payment	E 100-43700-580 New Equipment	P/W PRESSURE WASHER			\$1,962.87
	Invoice				

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10/10/16 PAY

October 2016

Cash Payment	E 100-43100-500 Capital Outlay (GENERAL) P/W PRESSURE WASHER				\$1,962.86
Invoice					
Transaction Date	10/6/2016	Security Bank	10100	Total	\$3,925.73
Claim#	12893 LOMIS HOMES				
Cash Payment	G 800-20211 Landscape Escrow	2428 RBT			\$1,650.00
Invoice B2016-38					
Cash Payment	G 800-20211 Landscape Escrow	1781 SUNRISE CIR			\$1,650.00
Invoice B2016-19					
Cash Payment	G 800-20211 Landscape Escrow	2420 RBT			\$1,650.00
Invoice B2016-51					
Transaction Date	10/6/2016	Security Bank	10100	Total	\$4,950.00
Claim#	12894 TEAM LAB CHEMICAL CORP				
Cash Payment	E 100-43100-400 Repairs & Maint Cont	P/W SCRUB & DESCALE			\$225.50
Invoice INV0003580					
Transaction Date	10/6/2016	Security Bank	10100	Total	\$225.50
Claim#	12895 TOTAL ENERGY SYSTEMS, LLC				
Cash Payment	E 640-49470-400 Repairs & Maint Cont	WWTF LIFT STAT. #1 REPAIRS			\$1,120.52
Invoice 277617					
Transaction Date	10/6/2016	Security Bank	10100	Total	\$1,120.52
Claim#	12896 FREMONT INDUSTRIES, INC				
Cash Payment	E 640-49480-216 Chemicals and Chem Prod	WWTF COAGULANT			\$1,134.00
Invoice 885542					
Transaction Date	10/6/2016	Security Bank	10100	Total	\$1,134.00
Claim#	12897 VERIZON WIRELESS				
Cash Payment	E 640-49480-321 Telephone	ON CALL PHONE			\$14.12
Invoice 9772424833					
Cash Payment	E 620-49410-321 Telephone	ON CALL PHONE			\$14.12
Invoice 9772424833					
Cash Payment	E 100-43100-321 Telephone	ON CALL PHONE			\$14.12
Invoice 9772424833					
Transaction Date	10/6/2016	Security Bank	10100	Total	\$42.36
Claim#	12898 PAXMAR				
Cash Payment	G 800-20211 Landscape Escrow	1198 HCB			\$1,650.00
Invoice B2015-81					
Transaction Date	10/6/2016	Security Bank	10100	Total	\$1,650.00
Claim#	12899 DAWN CLEMENSEN				
Cash Payment	E 100-41940-300 Professional Svcs	SEPTMEBER CC CLEANING			\$375.00
Invoice 10-1-2016					
Transaction Date	10/6/2016	Security Bank	10100	Total	\$375.00
Claim#	12900 XCEL ENERGY Ck# 004336E 10/14/2016				
Cash Payment	E 640-49480-381 Electric Utilities	WWTF			\$2,488.66
Invoice 517059852					
Cash Payment	E 100-42280-381 Electric Utilities	FD			\$122.04
Invoice 517059852					
Cash Payment	E 620-49410-381 Electric Utilities	WELL #2			\$496.35
Invoice 517059852					

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October 2016

Cash Payment	E 100-41940-381 Electric Utilities	CC		\$623.31
	Invoice 517059852			
Cash Payment	E 640-49470-381 Electric Utilities	OSH LIFT		\$522.77
	Invoice 517059852			
Cash Payment	E 620-49410-381 Electric Utilities	TOWER		\$111.79
	Invoice 517059852			
Cash Payment	E 620-49410-381 Electric Utilities	WTP		\$962.11
	Invoice 517059852			
Transaction Date	10/6/2016	Security Bank	10100	Total \$5,327.03
Claim#	12901 FRONTIER	Ck# 004337E	10/17/2016	
Cash Payment	E 620-49410-321 Telephone	WTP		\$76.76
	Invoice			
Transaction Date	10/6/2016	Security Bank	10100	Total \$76.76
Claim#	12902 FRONTIER	Ck# 004338E	10/17/2016	
Cash Payment	E 100-42280-321 Telephone	FD		\$92.97
	Invoice			
Transaction Date	10/6/2016	Security Bank	10100	Total \$92.97
Claim#	12903 FRONTIER	Ck# 004339E	10/17/2016	
Cash Payment	E 100-41000-321 Telephone	CITY HALL		\$227.86
	Invoice			
Transaction Date	10/6/2016	Security Bank	10100	Total \$227.86
Claim#	12904 FRONTIER	Ck# 004340E	10/15/2016	
Cash Payment	E 100-42280-321 Telephone	FD TABLET		\$41.23
	Invoice			
Transaction Date	10/6/2016	Security Bank	10100	Total \$41.23
Claim#	12905 MINNESOTA RURAL WATER ASSN			
Cash Payment	E 620-49440-433 Dues and Subscriptions	WTP MEMEBERSHIP FOR NOV 2016- NOV 2017		\$250.00
	Invoice			
Transaction Date	10/6/2016	Security Bank	10100	Total \$250.00
Claim#	12906 DPC INDUSTRIES INC			
Cash Payment	E 640-49480-216 Chemicals and Chem Prod	WTP CHEMICALS		\$479.50
	Invoice 827001402-16			
Transaction Date	10/6/2016	Security Bank	10100	Total \$479.50
Claim#	12907 GUARDIAN PEST CONTROL INC			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	PEST CONTROL SERVICE		\$42.15
	Invoice 1675644			
Transaction Date	10/6/2016	Security Bank	10100	Total \$42.15
Claim#	12908 MAYER LUMBER CO INC			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	P/W SUPPLIES		\$154.36
	Invoice 133399			
Cash Payment	E 640-49480-216 Chemicals and Chem Prod	WWTF FOGGER		\$291.28
	Invoice 133400			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	P/W SUPPLIES		\$405.43
	Invoice 133590			
Cash Payment	E 100-45000-500 Capital Outlay (GENERAL)	DISCOVER PARK DRAINAGE		\$14.99
	Invoice 133665			

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Cash Payment	E 100-45000-500 Capital Outlay (GENERAL) DISCOVER PARK GRASS SEED				\$43.98
	Invoice 133809				
Cash Payment	E 100-41940-400 Repairs & Maint Cont	CC BULB & KEY			\$13.98
	Invoice 133875				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	FD 2 CASE WATER			\$11.50
	Invoice 134075				
Cash Payment	E 100-42280-400 Repairs & Maint Cont	FD DETERGENT			\$8.99
	Invoice 134097				
Cash Payment	E 100-43700-400 Repairs & Maint Cont	MAINT BLDG HINGE			\$10.58
	Invoice 134355				
Transaction Date	10/6/2016	Security Bank	10100	Total	\$955.09

Claim Type	Direct	Total	\$24,119.07
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Pre-Written Checks	\$7,255.12
Checks to be Generated by the Compute	\$16,863.95
Total	\$24,119.07

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____

*Check Summary Register©

September 2016

Name	Check Date	Check Amt	
10100 Security Bank			
Paid Chk# 004301E XCEL ENERGY	9/14/2016	\$4,869.46	ELECTRIC UTILITIES
Paid Chk# 004302E FRONTIER	9/9/2016	\$134.22	WWTF
Paid Chk# 004303E XCEL ENERGY	9/6/2016	\$23.53	RED BARN LIFT STATION
Paid Chk# 004304E XCEL ENERGY	9/7/2016	\$11.88	COMM CTR CONCESSION
Paid Chk# 004305E XCEL ENERGY	9/7/2016	\$15.22	ASH AVE STREETLIGHT
Paid Chk# 004306E XCEL ENERGY	9/7/2016	\$64.90	POWER FOR SHIMMCOR ST
Paid Chk# 004310E FRONTIER	9/15/2016	\$92.97	FIRE DEPT
Paid Chk# 004311E FRONTIER	8/31/2016	\$76.76	WTP
Paid Chk# 004312E FRONTIER	8/31/2016	\$227.86	CITY HALL
Paid Chk# 004313E INTERNAL REVENUE SERVICE C	9/9/2016	\$1,994.96	Vendor Liability
Paid Chk# 004314E MINNESOTA DEPARTMENT OF R	9/9/2016	\$343.15	Vendor Liability
Paid Chk# 004315E PERA	9/9/2016	\$1,062.84	Vendor Liability
Paid Chk# 004318E MCLEOD COOP POWER ASSN	9/28/2016	\$34.78	CITY SIGN
Paid Chk# 004319E MCLEOD COOP POWER ASSN	9/28/2016	\$592.50	STREET LIGHTS
Paid Chk# 004320E CENTERPOINT ENERGY	9/28/2016	\$54.24	CITY HALL
Paid Chk# 004321E CENTERPOINT ENERGY	9/28/2016	\$16.94	P/W
Paid Chk# 004322E CENTERPOINT ENERGY	9/28/2016	\$24.93	WTP
Paid Chk# 004323E CENTERPOINT ENERGY	9/28/2016	\$49.68	WWTF
Paid Chk# 004324E CENTERPOINT ENERGY	9/28/2016	\$25.39	FIRE DEPT
Paid Chk# 004325E XCEL ENERGY	10/3/2016	\$1,721.56	CITY STREETLIGHTS
Paid Chk# 004326E XCEL ENERGY	10/6/2016	\$15.62	ASH AVE STREETLIGHTS
Paid Chk# 004327E XCEL ENERGY	9/14/2016	\$58.42	P/W
Paid Chk# 004328E XCEL ENERGY	10/6/2016	\$11.75	OSH CONCESSION
Paid Chk# 004329E XCEL ENERGY	10/5/2016	\$26.96	RED BARN LIFT
Paid Chk# 004333E FRONTIER	9/26/2016	\$77.65	P/W
Paid Chk# 004334E FRONTIER	10/11/2016	\$134.22	F.D.
Paid Chk# 004335E VERIZON WIRELESS	10/8/2016	\$14.28	F.D OSH LIFT STATION AUTO DIAL
Paid Chk# 020110 PREFERRED ONE	8/29/2016	\$1,826.37	EMPLOYEE BENEFITS SEPT 2016
Paid Chk# 020111 MEDICA	8/29/2016	\$251.65	EMPLOYEE BENEFITS AUGUST 2016
Paid Chk# 020112 VERIZON WIRELESS	8/29/2016	\$16.37	OSH LIFT STATION AUTO DIALER
Paid Chk# 020113 VISA	8/29/2016	\$966.08	VISA
Paid Chk# 020114 MINNESOTA LIFE INSURANCE C	8/29/2016	\$16.00	MONTHLY PREMIUM FOR EMPLOYEES
Paid Chk# 020115 KLUVER CONSULTING	8/31/2016	\$900.00	WWTF SERVICE CONTRACT FOR 8/16
Paid Chk# 020116 GREYSTONE CONSTRUCTION	9/6/2016	\$1,871.00	TAKE DOWN SALT SHED BUILDING P
Paid Chk# 020117 EDHOLM, ALLAN	9/8/2016	\$80.81	
Paid Chk# 020118 GILDEMEISTER, JANELL	9/8/2016	\$964.67	
Paid Chk# 020119 KUNTZ, KYLE	9/8/2016	\$1,352.08	
Paid Chk# 020120 MAETZOLD, LOIS A	9/8/2016	\$848.68	
Paid Chk# 020121 RUCH-HAMMOND, LUAYN R	9/8/2016	\$2,066.14	
Paid Chk# 020122 Wegner, Michael J.	9/8/2016	\$92.35	
Paid Chk# 020123 WEINZIERL, GERALD	9/8/2016	\$223.22	
Paid Chk# 020124 POSTMASTER	9/12/2016	\$211.70	AUGUST UTILITY BILLING POSTAGE
Paid Chk# 020125 KLUVER CONSULTING	9/12/2016	\$900.00	SERVICE CONTRACT FOR WWTF 9/1-
Paid Chk# 020126 A - 1 ELECTRIC SERV OF WACO	9/12/2016	\$285.42	WELL #2 MOTOR SAVER PHASE MONI
Paid Chk# 020127 BOLTON & MENK, INC.	9/12/2016	\$2,798.50	DEVL REVIEW
Paid Chk# 020128 DAWN CLEMENSEN	9/12/2016	\$425.00	CLEANING FOR AUGUST + 2.5 HRS
Paid Chk# 020129 GREATER MN COMMUNICATION	9/12/2016	\$50.00	PRODUCTION SERVICE OF 6 PHOTOS
Paid Chk# 020130 HD SUPPLY WATERWORKS LTD	9/12/2016	\$1,985.00	SENSUS ANNUAL SUPPORT CONTRACT
Paid Chk# 020131 HERALD JOURNAL PUBLISHING	9/12/2016	\$159.08	PUBLICATIONS FOR AUGUST
Paid Chk# 020132 HESELTON CONSTRUCTION, LL	9/12/2016	\$12,464.40	PARTIAL PYMT TH25/62ND ST INTE
Paid Chk# 020133 HILLYARD OF HUTCHINSON	9/12/2016	\$796.44	VERSAMATIC VACUUM AND BAGS FOR
Paid Chk# 020134 IN CONTROL INC	9/12/2016	\$472.97	EQUIPMENT KELLER-XMITTER 30 FT
Paid Chk# 020135 MAETZOLD HOMES INC	9/12/2016	\$1,650.00	LANDSCAPE ESCROW RETURNED 5405

***Check Summary Register©**

September 2016

Name	Check Date	Check Amt	
Paid Chk# 020136	MAYER LUMBER CO INC	9/12/2016	\$3,581.88 CARPET CL & FAN
Paid Chk# 020137	MINI BIFF LLC	9/12/2016	\$74.63 FINAL BILLING FOR MEADOW PARK
Paid Chk# 020138	MINNESOTA DEPARTMENT OF H	9/12/2016	\$1,081.00 COMMUNITY WATER SUPPLY SERVICE
Paid Chk# 020139	MUNICIPAL DEVELOPMENT GR	9/12/2016	\$2,046.38 MISC AUGUST REVIEWS
Paid Chk# 020140	PIPE SERVICES CORP	9/12/2016	\$1,680.00 RENTAL FEE FOR EMERGENCY REPAI
Paid Chk# 020141	R & V SERVICE	9/12/2016	\$50.19 237 WINDOW SHEETS, 2 T-SHIRTS
Paid Chk# 020142	RUSSELL SECURITY RESOURC	9/12/2016	\$87.50 WTP HIGH SECURITY FACTORY CUT
Paid Chk# 020143	S&S TREE AND HORTICULTURE	9/12/2016	\$297.50 CONSULTATION FOR TREE HEALTH O
Paid Chk# 020144	ST CROIX RECREATION CO INC	9/12/2016	\$4,275.79 PICKNIC TABLES FOR PARKS
Paid Chk# 020145	TOM GOEPFERT	9/12/2016	\$150.00 8/20-21/16 ON CALL, 1 ALARM CA
Paid Chk# 020146	UNITED FARMERS COOPERATIV	9/12/2016	\$69.89 CHAINSAW MAINT
Paid Chk# 020147	USA BLUE BOOK	9/12/2016	\$350.34 2 DRUM LOW PROFILE SPILL
Paid Chk# 020148	VERIZON WIRELESS	9/12/2016	\$83.59 CITY ON CALL PHONE
Paid Chk# 020149	ZTS PRODUCTIONS	9/12/2016	\$152.00 WED CAR CYCLE NIGHT, 2000 BC,
Paid Chk# 020150	SECURITY BANK	9/15/2016	\$4,154.00 LEASE BUILDING PAYMENT
Paid Chk# 020151	EDHOLM, ALLAN	9/22/2016	\$113.12
Paid Chk# 020152	GILDEMEISTER, JANELL	9/22/2016	\$987.22
Paid Chk# 020153	KUNTZ, KYLE	9/22/2016	\$1,430.67
Paid Chk# 020154	MAETZOLD, LOIS A	9/22/2016	\$678.35
Paid Chk# 020155	RUCH-HAMMOND, LUAYN R	9/22/2016	\$2,066.14
Paid Chk# 020156	WEINZIERL, GERALD	9/22/2016	\$477.13
Paid Chk# 020159	ARNOLDS OF GLENCOE, INC	9/26/2016	\$1,434.20 P/W KABOTA PARTS
Paid Chk# 020160	ASPEN MILLS	9/26/2016	\$296.00 F.D. CUSTOM PATCH
Paid Chk# 020161	CARVER COUNTY	9/26/2016	\$0.00 AUG FINES
Paid Chk# 020162	CHRISTIE ROCK HANTGE	9/26/2016	\$233.48 CARVER COUNTY BROKER EVENT FEE
Paid Chk# 020163	EROSION PRODUCTS LLC	9/26/2016	\$240.00 DOUBLE NET STRAW BLKT/SEED
Paid Chk# 020164	FREMONT INDUSTRIES, INC	9/26/2016	\$1,134.00 WWTF-600 LBS COAGULANT
Paid Chk# 020165	HD SUPPLY WATERWORKS LTD	9/26/2016	\$1,469.44 WTP-WATER METERS
Paid Chk# 020166	JERRY'S TRANSMISSION SERVI	9/26/2016	\$185.37 3" BALL KIT
Paid Chk# 020167	LUAYN RUCH-HAMMOND	9/26/2016	\$136.12 MILEAGE 8/24-9/7/16
Paid Chk# 020168	MAETZOLD HOMES INC	9/26/2016	\$800.00 F.D. OVERHEAD GARAGE DOOR INST
Paid Chk# 020169	MEDICA	9/26/2016	\$251.65 EMPLOYEE DENTAL FOR SEPTEMBER
Paid Chk# 020170	MELCHERT HUBERT SJODIN, PL	9/26/2016	\$1,117.50 OPTING OUT TEMP FAMILY CARE DW
Paid Chk# 020171	METRO WEST INSPECTION SER	9/26/2016	\$2,268.91 SEPTEMBER STMT
Paid Chk# 020172	MINI BIFF LLC	9/26/2016	\$257.04 W RIDGE PARK
Paid Chk# 020173	MINNESOTA LIFE INSURANCE C	9/26/2016	\$16.00 EMPLOYEE BENEFITS
Paid Chk# 020174	MOBIL - EXXON/MOBIL	9/26/2016	\$611.86 AUGUST STMT
Paid Chk# 020175	OWENS COMPANIES, INC.	9/26/2016	\$390.25 WWTF-CLARIFIER BLDG EXHAUST FA
Paid Chk# 020176	PEAK HEATING AND COOLING	9/26/2016	\$132.50 MID SEASON SERVICE
Paid Chk# 020177	PREFERRED ONE	9/26/2016	\$1,826.37 EMPLOYEE BENEFITS
Paid Chk# 020178	T.A.P.S.	9/26/2016	\$25.00 CLEAN COMM CTR TAP & LINE
Paid Chk# 020179	TOM CLEMENSEN	9/26/2016	\$3,727.00 DISCOVERY PARK CURBING
Paid Chk# 020180	UTILITY CONSULTANTS, INC.	9/26/2016	\$1,322.40 WTP SAMPLES
Total Checks			\$87,213.01

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____



Date: October 6, 2016

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 09/30/16

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TOWNSHIP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
09/17/16	0222	Watertown	Mutual Aid Fire, 11470 Co Rd 20	44
09/19/16	2054	Camden	Medical, 15880 70 th St	21
09/28/16	1229	Waconia	Gas Leak, Co Rd 30 and Quartz Ave	5

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
09/14/16	1059	Medical, 2308 Coldwater Crossing	6
09/16/16	0751	Medical, 1238 Meadow Pkwy	9
09/18/16	0423	City of Waconia Mutual Aid Fire, 301 Oak St S	41
09/19/16	0433	Medical, 2304 Coldwater Crossing	18

FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 09/30/16

09/12/16	Regular Meeting
09/13/16	Funeral for Waconia Retired Firefighter
09/13/16	United Firefighter Meeting at Loretto
09/15/16	Carver County Chief's Meeting at Chaska for Ryder Cup
09/19/16	Group Training – Ladder Training
09/22/16	Training for Ryder Cup
09/26/16	Group Training with New Germany – Jordan "Scale"
09/27/16	Funeral for New Germany Retired Firefighter
10/01/16	Three MFD members work Ryder Cup
10/02/16	Three MFD members work Ryder Cup

City of Mayer Building Permit
Valuation Report

	SEPTEMBER		3rd Quarter		2016 YEAR TO DATE	
	Permits	Valuation	Permits	Valuation	Permits	Valuation
Residential						
New Single Family Homes	2	\$481,024.00	7	\$1,203,314.00	22	\$1,684,338.00
Townhouse/Twin Homes	0	\$0.00	0	\$0.00	0	\$0.00
House Additions	0	\$0.00	0	\$0.00	1	\$49,000.00
House Remodels/Basement Finish	1	\$15,000.00	3	\$36,000.00	7	\$123,250.00
Garages	0	\$0.00	1	\$57,000.00	1	\$57,000.00
Garage Additions and Remodels	0	\$0.00	0	\$0.00	0	\$0.00
3-Season Porches/Sun Rooms	0	\$0.00	0	\$0.00	0	\$0.00
Decks/Deck Ftgs Only/Stairs	0	\$0.00	5	\$38,560.00	18	\$126,556.00
Fire Damage Repair	0	\$0.00	0	\$0.00	0	\$0.00
Swimming Pools	0	\$0.00	0	\$0.00	0	\$0.00
Voided Permits	0	\$0.00	0	\$0.00	0	\$0.00
Demolition Permits	0	\$0.00	0	\$0.00	0	\$0.00
Sheds and Accessory Structures	0	\$0.00	0	\$0.00	3	\$0.00
Renewals	0	\$0.00	0	\$0.00	0	\$0.00
Move-In House/Garage	0	\$0.00	0	\$0.00	0	\$0.00
Mechanical Permits	1	\$0.00	3	\$0.00	6	\$0.00
Plumbing Permits	1	\$0.00	4	\$0.00	11	\$0.00
Re-Roof, Re -Side, Re-Window	4	\$0.00	7	\$0.00	23	\$0.00
Fence	1	\$0.00	2	\$0.00	8	\$0.00
Miscellaneous	0	\$0.00	1	\$2,700.00	1	\$2,700.00
TOTAL RESIDENTIAL	10	\$496,024.00	33	\$1,337,574.00	101	\$2,042,844.00
Commercial/Industrial						
New Buildings	0	\$0.00	0	\$0.00	0	\$0.00
Remodel Additions	0	\$0.00	0	\$0.00	0	\$0.00
Re-Roof, Re -Side, Re-Window	0	\$0.00	0	\$0.00	1	\$5,000.00
Mechanical Permits	0	\$0.00	0	\$0.00	1	\$9,000.00
Plumbing Permits	0	\$0.00	1	\$30,000.00	1	\$30,000.00
Fire Sprinkler	0	\$0.00	0	\$0.00	0	\$0.00
Miscellaneous	0	\$0.00	0	\$0.00	1	\$5,000.00
TOTAL COMMERCIAL/INDUSTRIAL	0	\$0.00	1	\$30,000.00	4	\$49,000.00
Public and Institutional						
New Buildings	0	\$0.00	0	\$0.00	0	\$0.00
Remodel Additions	0	\$0.00	1	\$120,000.00	1	\$120,000.00
Re-Roof, Re -Side, Re-Window	0	\$0.00	0	\$0.00	0	\$0.00
Mechanical Permits	0	\$0.00	0	\$0.00	0	\$0.00
Plumbing Permits	0	\$0.00	0	\$0.00	0	\$0.00
Fire Sprinkler	0	\$0.00	0	\$0.00	0	\$0.00
Miscellaneous	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL PUBLIC & INSTITUTIONAL	0	\$0.00	1	\$120,000.00	1	\$120,000.00
GRAND TOTALS	10	\$496,024.00	35	\$1,487,574.00	106	\$2,211,844.00

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 10, 2016
Item Name: Casey's Purchase Agreement
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

Item Type (X only one): Consent Regular Session Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED *(Include motion in proper format.)*

EXPLANATION OF AGENDA ITEM *(Include a description of background, benefits, and recommendations.)*

Casey's has requested an extension to the purchase agreement. City Attorney sent an email request on September 29 to Casey's explaining that a separate extension agreement will need to be executed in order to extend the purchase agreement. Casey's has responded to the City Attorney's email with the attached extension agreement. They are requesting to close on or before January 10, 2017.

Staff is requesting Council direction and discussion on the extension agreement.

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses:</p> <hr/> <p>Budget Information:</p> <p><input type="checkbox"/> Budgeted</p> <p><input type="checkbox"/> Non Budgeted</p> <p><input type="checkbox"/> Amendment Required</p>	<p>ADVISORY BOARD RECOMMENDATIONS:</p> <p><input type="checkbox"/> Other</p>
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<p>Approved _____</p> <p>Resolution No. _____</p>	<p>Denied _____</p>	<p>Tabled _____</p> <p>Ordinance No. _____</p>	<p>Other _____</p>
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EXHIBIT "B"
SECOND ADDENDUM TO PURCHASE AGREEMENT

THIS SECOND ADDENDUM to Purchase Agreement made and entered into as of this _____ day of October, 2016, by and between Casey's Retail Company, an Iowa corporation having its principal place of business at One S.E. Convenience Boulevard, Ankeny, Iowa (hereinafter "Purchaser") and City of Mayer, Minnesota, a municipal corporation (hereinafter "Seller"),

WITNESSETH:

WHEREAS, the parties hereto have entered into a Purchase Agreement dated April 25, 2016, for the sale of real property situated in Mayer, Carver County, Minnesota, and legally described as follows:

Lot 1, Block 2, Sell Commercial Industrial Park, Mayer, Carver County, Minnesota; and

WHEREAS, it is the intention of the parties to include this Addendum as Exhibit "B" to the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the undersigned parties agree and state as follows:

1. Purchaser and Seller agree that the closing date for this property should be extended. The Purchaser and Seller agree to close on or before January 10, 2017.
2. That except as hereinabove specifically amended, all terms, conditions, and provisions of the Purchase Agreement for sale of real estate between the parties are hereby ratified, confirmed, and approved as to the agreement of the parties, to continue in full force and effect according to the terms thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to Purchase Agreement as of the date and year first written above.

SELLER:

CITY OF MAYER, MINNESOTA

By: _____
Gerry Thomas, Mayor

By: _____
Lois A. Maetzold, City Clerk

PURCHASER:

CASEY'S RETAIL COMPANY

By: _____
Richardt T. Schappert, Vice President



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One Convenience Blvd., Ankeny, Iowa 50021-8045 • 515-965-6100

September 15, 2016

City of Mayer
413 Blue Jay Avenue
Mayer, MN 55360

Re: Casey's site plan approval date extension

To whom it may concern:

As the applicant representative for the site plan review of the Casey's General store being proposed in Mayer, MN, we agree to extend the review period and approval date for this application to November 30, 2016.

Sincerely,

Patty Jones
Real Estate/Store Development
Casey's General Stores, Inc.



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One SE Convenience Blvd • Ankeny, Iowa • 50021 • 515-965-6100

Sender's Direct-Dial Telephone Number: 515-446-6822

Fax Number: 515-965-6160

E-mail Address: amy.costello@caseys.com

September 26, 2016

VIA OVERNIGHT MAIL

City of Mayer
c/o Gerry Thomas, Mayor
413 Bluejay Avenue
Mayer, MN 55360

RE: Purchase Agreement with Casey's Retail Company / Mayer, Minnesota

Dear Mr. Thomas:

You are hereby notified that as of today's date the conditions and contingencies set forth in the Purchase Agreement between Casey's Retail Company (hereinafter "Casey's") and the City of Mayer, Minnesota, dated April 25, 2016, have not been satisfied in full or waived in writing by Casey's.

Therefore, pursuant to Paragraph 2 of the above-referenced Purchase Agreement, Casey's will continue to diligently pursue the satisfaction of such conditions and contingencies, and the closing shall occur on or about January 10, 2017, or such time as all conditions and contingencies not waived have been met. Casey's anticipates it will be in a position to close prior to the expiration of the 90-day extension period.

If you have any questions, please feel free to contact me. Thank you.

Sincerely,


Amy M. Costello
Legal Counsel

AMC/pag

cc: Store Development
John Anderson, Associate
Municipal Development Group, LLC

Luayn Ruch-Hammond

From: Julianne Marcซิสak [jmarcsisak@mhslaw.com]
Sent: Thursday, September 29, 2016 8:42 AM
To: amy.costello@caseys.com
Cc: 'cityadmin@frontiernet.net'; 'jandersonmdg@gmail.com'; patty.jones@caseys.com
Subject: Purchase Agreement with Casey's Retail Company/Mayer, Minnesota

Ms. Costello:

I am the attorney for the City of Mayer, Minnesota in regard to the above referenced Purchase Agreement.

Your letter of September 26, 2016, to Gerry Thomas, the Mayor of the City of Mayer, and an email from Patty Jones to the City of Mayer dated September 27, 2016, seems to imply that there is some kind of automatic 90 day closing extension clause in paragraph 2 of the Purchase Agreement. I do not find such provision. I read paragraph 2 to state that if all contingencies and conditions are not completed or waived by Buyer, the Purchase Agreement will automatically terminate on October 12, 2016.

This is not to say that the City of Mayer would not agree to an extension, but it will require a separate Extension Agreement approved by the City. If you would like to draft the proposed Extension Agreement and forward it to me for review, I will present it to the City Council for consideration.

David P. Hubert

Julianne M. Marcซิสak
Legal Assistant
Melchert Hubert Sjodin, PLLP



(952) 442-7712

jmarcsisak@mhslaw.com

121 West Main Street; Suite 200, Waconia, MN 55387

This email may contain confidential information. If you are not the intended recipient, please delete this email and notify me. Thank you.

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 10, 2016
Item Name:	Purchase of 409 Shimmcor Street
Originating Department:	Administration
Presented by:	Luayn Ruch-Hammond

Previous Council Action (if any):

Item Type (X only one):	Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

A motion on the purchase agreement for 409 Shimmcor Street.

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

The City had entered into a purchase agreement with the property owners at 409 Shimmcor. This purchase was contingent on the sale of the lot at 314 Ash Avenue South. This purchase agreement also expires on October 12, 2016. Depending on the previous agenda item and Council action Council has a couple of options:

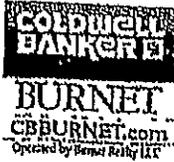
1. Let the purchase agreement expire (Earnest money is forfeited)
2. Request an extension (Seller has to agree)
3. The City can close on the lot as scheduled

Also the Council approved an addendum to the purchase agreement at the April 8 meeting. Part of the addendum is that the City pays the second half of the taxes which are due October 15, 2016.

Council will need to discuss the options on the lot.

If the Council chooses to purchase the lot the City does have the funds and once the lot closes with Casey's the funds can be replaced.

FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Other	
Budget Information:			
_____	Budgeted		
_____	Non Budgeted	Other	
_____	Amendment Required		
Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	



COMMERCIAL PURCHASE AGREEMENT
This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2015 Minnesota Association of REALTORS®, Edina, MN

1. Date February, 2016
2. Page 1 of pages

3. BUYER (S): City of Mayer, a Minnesota municipal corporation,

4. Buyer's earnest money in the amount of One Thousand and no/100

5. (\$ 1,000.00) DOLLARS

6. Final Acceptance Date of this Purchase Agreement to be deposited in the trust account of (check one):
7. [X] listing broker; or

8. [] (Name of Title Company)
9. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

10. Said earnest money is part payment for the purchase of property at 409 Shimcor Street

11. City/Township of Mayer County of Carver located in the
12. State of Minnesota, PID # (s) 50-700-0080

13. and legally described as follows Lot 4, Block 2, Sell Commercial Industrial Park

14. together with the personal property as described in the attached Addendum to Commercial Purchase Agreement: (collectively the "Property")
15. Personal Property, if any, all of which property the undersigned has this day sold to Buyer for the sum of:
16. One Hundred Eighty-four Thousand and no/100

17. (\$ 184,000.00) DOLLARS, which Buyer agrees to pay in the following manner:

18. 1. CASH of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

19. 2. FINANCING of percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any financing as required by this Purchase Agreement.

20. Such financing shall be (check one): [] a first mortgage; [] a contract for deed; or [] a first mortgage with subordinate financing, as described in the attached Addendum to Commercial Purchase Agreement;

21. [X] Conventional/SBA/Other [] Contract for Deed. (Check one.)

22. DUE DILIGENCE: This Purchase Agreement [X] IS [] IS NOT subject to a due diligence contingency. (If answer is IS, see attached see attached Addendum to Commercial Purchase Agreement: Due Diligence.) (Check one.)

23. CLOSING: The date of closing shall be April 30, 2016

24. DEED/MARKETABLE TITLE: Subject to performance by Buyer, Seller agrees to execute and deliver a (check one): [X] Warranty Deed, [] Limited Warranty Deed, [] Contract for Deed,

25. or [] Other: Deed conveying marketable title, subject to:
26. (a) building and zoning laws, ordinances, and state and federal regulations;

27. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

28. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

29. (d) utility and drainage easements which do not interfere with existing improvements; and
30. (e) others (must be specified in writing):



COMMERCIAL PURCHASE AGREEMENT

46. Page 2 Date February , 2016

46. Properly located at 409 Shimmcor Street, Mayer, MN
47. TENANTS/LEASES: Property IS IS NOT subject to rights of tenants (If answer is IS, see attached Addendum
(Check one.)
48. to Commercial Purchase Agreement: Due Diligence).
49. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be
51. provided to Seller within 10 days of Seller's written request. Said consent
52. shall not be unreasonably withheld.
53. REAL ESTATE TAXES: Real estate taxes due and payable in the year of closing shall be prorated between Seller and
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be
56. paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.
57. SPECIAL ASSESSMENTS:
58. BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING. SELLER SHALL PAY
(Check one.)
59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
60. payable in the year of closing.
61. BUYER SHALL ASSUME SELLER SHALL PAY ON DATE OF CLOSING all other special assessments
(Check one.)
62. levied as of the date of this Purchase Agreement.
63. BUYER SHALL ASSUME SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
(Check one.)
64. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments
66. or less, as allowed by Buyer's lender.)
67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
68. which is not otherwise herein provided.
69. As of the date of this Purchase Agreement, Seller represents that Seller HAS HAS NOT received a notice
(Check one.)
70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
71. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
72. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
73. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
74. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
75. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
76. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
77. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest
78. money paid hereunder to be refunded to Buyer.
79. POSSESSION: Seller shall deliver possession of the Property no later than immediately after closing, unless otherwise
80. agreed to in writing.
81. PRORATIONS: All items customarily prorated and adjusted in connection with the closing of the sale of the Property
82. herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated
83. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.
84. RISK OF LOSS: If there is any loss or damage to the Property between the date hereof and the date of closing, for
85. any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing,
86. this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee
87. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,
88. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest
89. money paid hereunder to be refunded to Buyer.



COMMERCIAL PURCHASE AGREEMENT

90. Page 3 Date February 2016

- 91. Property located at 409 Shimmcor Street, Mayer, MN
- 92. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 20 days after Final
- 93. Acceptance of this Purchase Agreement, furnish to Buyer, or licensee representing or assisting Buyer, a commitment
- 94. for an owner's policy of title insurance from Title Mark, including levied
(Name of Title Company)
- 95. and pending special assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the
- 96. commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections.
- 97. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately
- 98. above and any matters with respect to which title objection is so waived may be excepted from the warranties in the
- 99. Deed as specified herein to be delivered pursuant to this Agreement.
- 100. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have 30 days ("Cure Period") from receipt of Buyer's written title
- 101. objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title objections,
- 102. Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether or not
- 103. Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts
- 104. created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay
- 105. the closing.
- 106. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,
- 107. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller declare this Purchase
- 108. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase
- 109. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
- 110. a written cancellation confirming said cancellation and directing all earnest money paid hereunder to be refunded to
- 111. Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above, Buyer shall be
- 112. bound to proceed with the closing and to purchase the Property subject to the objections Seller has declined to cure
- 113. without reduction in the Purchase Price.
- 114. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that
- 115. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase
- 116. Agreement canceled as above provided, Seller shall use commercially reasonable efforts to cure the specified objections
- 117. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required herein and the
- 118. closing shall be postponed.
- 119. If Seller, within the Cure Period above provided, corrects the specified objections Seller's notice indicated Seller would
- 120. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation
- 121. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled
- 122. closing date, whichever is later.
- 123. If Seller, within the Cure Period above provided, does not cure the specified objections which Seller's notice indicated
- 124. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
- 125. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
- 126. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation
- 127. confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer. Neither party
- 128. shall be liable for damages hereunder to the other. In the alternative, Buyer may elect to waive such objections by
- 129. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
- 130. title subject to such uncured objections in which event Buyer shall be bound to proceed with the closing and to purchase
- 131. the Property subject to the objections Seller has not cured without reduction in the purchase price. If neither notice is
- 132. given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to
- 133. proceed to closing as provided in the immediately preceding sentence.
- 134. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein,
- 135. Seller, in addition to any other right or remedy available to Seller hereunder, at law or in equity may cancel this Purchase
- 136. Agreement as provided by either MN Statute 569.21 or MN Statute 569.217, whichever is applicable, and retain all
- 137. earnest money paid hereunder as liquidated damages.
- 138. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein,
- 139. Buyer may, in addition to any other right or remedy available to Buyer hereunder, seek specific performance within six
- 140. (6) months after such right of action arises.



COMMERCIAL PURCHASE AGREEMENT

141. Page 4 Date February, 2016

142. Property located at 409 Shimmcor Street, Mayer, MN

143. REPRESENTATIONS AND WARRANTIES OF SELLER: The following representations made are to the best
144. of Seller's knowledge.

145. There is no action, litigation, investigation, condemnation or other proceeding of any kind pending or threatened against
146. Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller
147. will promptly notify Buyer of such proceeding.

148. The Property is in compliance with all applicable provisions of all planning, zoning and subdivision rules, regulations
149. and statutes. Seller has obtained all necessary licenses, permits and approvals necessary for the ownership and
150. operation of the Property.

151. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures or tools furnished
152. within the 120 days immediately preceding the closing in connection with construction, alteration or repair of any
153. structure on, or improvement to, the Property.

154. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
155. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
156. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
157. received by Seller shall be provided to Buyer immediately.

158. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or
159. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options
160. to purchase, rights of first refusal, or other similar rights affecting the Property.

161. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date
162. of closing.

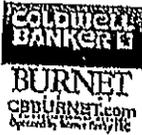
163. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good
164. standing under the laws of the state of Minnesota; that Seller is duly qualified to transact business in the State of
165. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and
166. the Seller's Closing Documents signed by it; such documents have been duly authorized by all necessary action on
167. the part of Seller and have been duly executed and delivered; that the execution, delivery and performance by Seller of
168. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,
169. order or decree of any court or arbitrator to which Seller is a party; and that such documents are valid and binding obligations
170. of Seller, and are enforceable in accordance with their terms.

171. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,
172. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the
173. breach of any of the above representations and warranties, whether such breach is discovered before or after the date
174. of closing.

175. See attached Addendum to Commercial Purchase Agreement: Due Diligence, if any, for additional representations
176. and warranties.

177. REPRESENTATIONS AND WARRANTIES OF BUYER: If Buyer is an organized entity, Buyer represents and warrants
178. to Seller that Buyer is duly organized and is in good standing under the laws of the state of Minnesota; that Buyer is
179. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and
180. authority to enter into this Purchase Agreement and the Buyer's Closing Documents signed by it; such documents
181. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;
182. that the execution, delivery and performance by Buyer of such documents do not conflict with or result in a violation
183. of Buyer's organizational documents or Bylaws or any judgment, order or decree of any court or arbitrator to which Buyer
184. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with
185. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and
186. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because
187. of the breach of any of the above representations and warranties, whether such breach is discovered before or after
188. the date of closing.

MNC:PA-4 (3/15)



COMMERCIAL PURCHASE AGREEMENT

189. Page 5 Date February, 2016

190. Property located at 409 Shimmcor Street, Mayer, MN

191. TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

192. CALCULATION OF DAYS: Any calculation of days begins on the first day (calendar or Business Days as specified) following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified) ending at 11:59 P.M. on the last day.

195. BUSINESS DAYS: "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless stated elsewhere by the parties in writing.

197. DEFAULT: If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

201. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

203. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

206. SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS PURCHASE AGREEMENT.

209. DISCLOSURE NOTICE: If this Purchase Agreement includes a structure used or intended to be used as residential property as defined under MN Statute 513.62, Buyer acknowledges Buyer has received a Disclosure Statement: Seller's Property or Disclosure Statement: Seller's Disclosure Alternatives form.

212. (Check appropriate boxes.)

213. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

214. CITY SEWER YES NO / CITY WATER YES NO

215. SUBSURFACE SEWAGE TREATMENT SYSTEM

216. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)

219. PRIVATE WELL

220. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)

222. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: (Check one.)

223. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.

224. (If answer is IS, see attached Addendum.)

225. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.



COMMERCIAL PURCHASE AGREEMENT

228. Page 6 Date February, 2016

229. Property located at 409 Shimmcor Street, Mayer, MN

230. **NOTICE**

231. Francis T. Condon (Licensee) is Seller's Agent Buyer's Agent Dual Agent Facilitator. (Check one.)

232. C B Burnet (Real Estate Company Name)

233. _____ (Licensee) is Seller's Agent Buyer's Agent Dual Agent Facilitator. (Check one.)

234. _____ (Real Estate Company Name)

235. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

243. **CONSENT TO DUAL AGENCY**

244. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

248. (1) confidential information communicated to Broker which regards price, terms or motivation to buy, sell or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;

251. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

252. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

254. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

256. SELLER: Gary Harms

257. By: [Signature]

258. Its: _____ (Title) 4/8/16

259. February, 2016 (Date)

BUYER: City of Mayer

By: [Signature]

Its: Mayor (Title)

February 22, 2016 (Date)

260. SELLER: Robin Harms

261. By: [Signature]

262. Its: _____ (Title) 4/8/16

263. February, 2016 (Date)

BUYER: City of Mayer

By: [Signature]

Its: City Administrator (Title)

February 22, 2016 (Date)



COMMERCIAL PURCHASE AGREEMENT

264. Page 7 Date February, 2016

265. Property located at 409 Shimmcor Street, Mayer, MN
266. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and assigns.
267. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.
268. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.
269. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.
270. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.
271. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from FIRPTA withholding requirements.
272. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 p.m., February 29, 2016, and in such event all earnest money shall be returned to Buyer.
273. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30) days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid hereunder to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written consent.
274. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership, operation or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable made by such party.



COMMERCIAL PURCHASE AGREEMENT

309. Page 8 Date February 2016

310. Property located at 409 Shimmcor Street, Mayer, MN

311. ENTIRE AGREEMENT: This Purchase Agreement and any addenda or amendments signed by the parties shall
312. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
313. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
314. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
315. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
316. Agreement.

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

319. FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy
320. must be delivered.

321. SURVIVAL: All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or
322. contract for deed and be enforceable after the closing.

323. OTHER: SEE ATTACHED ADDENDUM IN REGARD TO CONTINGENTY FOR
324. SALE OF BUYER'S PROPERTY

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COMMERCIAL PURCHASE AGREEMENT

342. Page 9 Date February, 2016

343. Property located at 409 Shilmcor Street, Mayer, MN

344. ADDENDA AND PAGE NUMBERING: Attached addenda are a part of this Purchase Agreement.

345. [] If checked, this Purchase Agreement is subject to
346. attached Addendum to Commercial Purchase
347. Agreement: Counteroffer.

348. FIRPTA: Seller represents and warrants, under penalty
349. of perjury, that Seller [] IS [X] IS NOT a foreign person (i.e., a
---(Check one)---

350. non-resident alien individual, foreign corporation, foreign
351. partnership, foreign trust, or foreign estate for purposes
352. of income taxation. (See lines 269-282.) This representation
353. and warranty shall survive the closing of the transaction
354. and the delivery of the deed.

355. SELLER

356. Gary Harms

357. By: Gary Harms

358. Its: 4/8/16
(Title)

359. February, 2016
(Date)

BUYER

City of Mayer

By: Gerald W. Thomas

Its: Mayor
(Title)

February 20, 2016
(Date)

360. SELLER

361. Robin Harms

362. By: Robin Harms

363. Its: 4/8/16
(Title)

364. February, 2016
(Date)

BUYER

City of Mayer

By: Quynh Ruth Hammond

Its:
(Title)

February 20, 2016
(Date)

365. FINAL ACCEPTANCE DATE: APRIL 25, February, 2016
366. Is the date on which the fully executed Purchase Agreement is delivered. The Final Acceptance Date

367. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
368. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

369. THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT
370. DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER
371. MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT
372. TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.
373. BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE
374. THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2015 Minnesota Association of REALTORS®, Edina, MN

1. Date February, 2016
2. Page 10

3. Addendum to Purchase Agreement between parties, dated February 20 16,
4. pertaining to the purchase and sale of the Property at 409 Shimmcoor Street, Mayer, MN

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language in this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this Purchase Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s) specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of any disapproved items that Seller has not agreed in writing to correct or remedy.

25. Buyer's Responsibility Regarding Due Diligence: Buyer shall keep the Property free and clear of all liens, shall indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was in prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. Seller's Responsibility Regarding Due Diligence: Seller agrees to allow reasonable access to the Property for performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if any, to provide tenant with proper notice in advance of any Property showing.

35. A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:

36. (i) Phase I: This Purchase Agreement [] IS [X] IS NOT contingent upon [] BUYER [] SELLER
(Each one.) (Check one.)

37. obtaining a Phase I environmental site assessment of the Property at [] BUYER'S [] SELLER'S expense
(Each one.) (Check one.)

38. within _____ days of Final Acceptance Date of this Purchase Agreement.
39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within

40. _____ days of either:

41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer; or

43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

46. Property located at 409 Shimmcor Street, Mayer, MN

48. (ii) Phase II: This Purchase Agreement [] IS [X] IS NOT contingent upon [] BUYER [] SELLER (Check one.)

47. obtaining a Phase II environmental site assessment of the Property at [] BUYER [] SELLER (Check one.)

48. expense within _____ days of Final Acceptance Date of this Purchase Agreement.

49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within _____ days of either:

51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is obligated to be obtained by Buyer; or

52. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

54. (iii) Other Testing: This Purchase Agreement [] IS [X] IS NOT contingent upon [] BUYER [] SELLER (Check one.)

55. obtaining other intrusive Testing of the Property at [] BUYER'S [] SELLER'S expense within _____ (Check one.)

56. _____ days of Final Acceptance Date of this Purchase Agreement.

57. Buyer shall provide reasonable approval of the assessment/inspection within _____ days of either:

59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained by Buyer; or

60. (b) receipt of the assessment/inspection if Seller is obligated to obtain.

62. For purposes of this form, "intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that changes the Property from its original condition or otherwise damages the Property.

64. Buyer [] SHALL [X] SHALL NOT be required to provide Seller with a copy of any assessment/inspection reports obtained by Buyer. (Check one.)

66. (iv) Seller's Representations on Environmental Concerns: To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks except herein noted:

68. _____
69. _____
70. _____

71. B. GOVERNMENTAL APPROVAL: The following items, if applicable, shall be completed within _____ days of Final Acceptance Date of this Purchase Agreement.

73. (i) This Purchase Agreement [] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body of development or subdivision plans, as described below, at [] BUYER [] SELLER expense. If IS, Seller shall cooperate with Buyer to obtain such approval. (Check one.)

77. (ii) This Purchase Agreement [] IS [X] IS NOT contingent upon Buyer obtaining approval of governing body for rezoning or use permits, as described below, at [] BUYER [] SELLER expense. If IS, Seller shall cooperate with Buyer to obtain such approval. (Check one.)

80. _____
81. _____



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

83. Property located at 409 Shimmcor Street, Mayer, MN

See Page 8.

84. C. OTHER CONTINGENCIES: This Purchase Agreement is contingent upon Buyer's reasonable approval of the following items, if checked. Buyer shall approve the items within _____ days of either: (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or (b) receipt of the item if Seller is obligated to obtain the item. (Select appropriate options i-vi.)

89. [] (i) [] BUYER [] SELLER obtaining a certificate of survey of the Property, at [] BUYER [] SELLER expense.

91. [] (ii) [] BUYER [] SELLER obtaining soil tests which indicate that the Property may be improved without extraordinary building methods or costs, at [] BUYER [] SELLER expense.

93. [] (iii) [] BUYER [] SELLER obtaining copies of all covenants, reservations and restrictions affecting the Property, at [] BUYER [] SELLER expense.

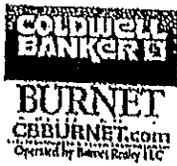
95. [] (iv) [] BUYER [] SELLER obtaining and approving copies of Association documents at [] BUYER [] SELLER expense.

97. [] (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's name and address as required under MN Statute 504B.178, Subd. 6. Buyer agrees to hold and apply all of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments, judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person or persons claiming under any of them with respect to any of the Security Deposits.

111. [] (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the last _____ years, vendor contracts, and any other documents in Seller's possession or control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

116. Page 13

117. Property located at 409 Shimmcor Street, Mayer, MN

118. D. BUYER INVESTIGATIONS: This Purchase Agreement [] IS [] IS NOT contingent upon Buyer's investigations (Check one)

119. of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be
121. completed within _____ days of Final Acceptance Date of this Purchase
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. SELLER

BUYER

X 124. Gary Harms

City of Mayer

125. By: [Signature]

By: [Signature] Gerald W. Thomas

126. Its: _____ (Title)

Its: Mayor (Title)

127. February 4/8/16, 2016 (Date)

February 22, 2016 (Date)

128. SELLER

BUYER

X 129. Robin Harms

City of Mayer

130. By: [Signature]

By: [Signature] Doug Ruch-Hammock

131. Its: _____ (Title)

Its: City Administrator (Title)

132. February 4/8/16, 2016 (Date)

February 22, 2016 (Date)

133. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
134. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN-AOPA:DD-4 (0/15)

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT
BUYER'S CONTINGENCY

1. Date: February 22, 2016
2. Page 14

It is agreed that this Purchase Agreement is specifically contingent on Buyer selling and successfully closing on the sale of its property located at 314 Ash Avenue South in the City of Mayer. Legally described as Lot 1, Block 2, Sell Commercial Industrial Park.

This contingency shall be unconditional for a period of 60 days after the final acceptance date of this Purchase Agreement. If Buyer's property has not closed by that date, this contingency shall remain in effect subject to the right of the Seller to demand in writing to Buyer to remove the contingency within 10 days of such notice and to close on this Purchase Agreement within 15 days after expiration of such 10 day notice. The closing date shall be extended accordingly.

If Seller demands removal of the contingency, and Buyer does not timely remove this contingency or Buyer cannot close within the extended contingency period, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest paid hereunder to be refunded to Buyer.

Buyer may waive this contingency and proceed to closing at any time prior to the extension of the contingency.

X SELLER: Gary Harms

Gary Harms

February 22, 2016

BUYER: City of Mayer

By: Gerald W. Thomas
Gerald W. Thomas
Its: Mayor

February 22, 2016

X SELLER: Robin Harms

Robin Harms

February 22, 2016

BUYER: City of Mayer

By: Dianna Ruth Hammond
City Administrator

February 22, 2016

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: September 26, 2016
Item Name: Reform of Metropolitan Council
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):

Item Type (X only one): Consent Regular Session Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

At the February 22, 2016 City Council Meeting the City Council passed Resolution 2-22-2016-10 Supporting Principles for Reform of the Metropolitan Council. The City is in receipt of a request for one representative from the City to attend two meetings. The meetings would be to further discuss the reforms and to develop a specific legislative proposal based on the reform principles for the 2017 legislative session.

The two meetings would be held at the Metropolitan Mosquito Control District office at 2099 University Avenue W., St. Paul on Wednesday, November 16 from 5:00 to 8:00 PM and Wednesday, December 14, 2016 from 5:00 to 8:00 PM.

The request is for a volunteer for a Council Member to attend the meetings.

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: _____</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>	<p>ADVISORY BOARD RECOMMENDATIONS:</p> <p>_____</p> <p>Other _____</p>
---	---

Approved _____ **Denied** _____ **Tabled** _____ **Other** _____
Resolution No. _____ **Ordinance No.** _____

September 12, 2016

To Whom It May Concern:

We would like to express our sincere appreciation for your city's willingness to adopt a set of principles for Metropolitan Council reform. We worked hard to ensure that your voice, along with the voices of the more than forty other municipalities that adopted the principles, was heard by the Legislature. With your help we succeeded in elevating Metropolitan Council reform to be one of the most-discussed issues at the Capitol during the 2016 Session.

As you are likely aware, however, no legislative action was taken on the Council in 2016. Non-elected officials are still able to levy taxes and impose policy on the citizens of the Twin Cities metropolitan area. We plan to continue our advocacy efforts to address this situation in the 2017 session, but we cannot do it alone.

Our next step is to invite one representative from your city to participate in a series of two work sessions this fall. The sessions will be an opportunity for city and county representatives to collectively develop a specific legislative proposal based on shared principles for reformed Metropolitan Council governance. We will then work with like-minded legislators to introduce this bill in the 2017 Legislative Session.

The two work sessions will take place on:

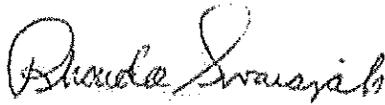
Wednesday, November 16, 2016
5:00 to 8:00 PM
Metropolitan Mosquito Control District
2099 University Ave. W
St. Paul, MN 55104

Wednesday, December 14, 2016
5:00 to 8:00 PM
Metropolitan Mosquito Control District
2099 University Ave. W
St. Paul, MN 55104

Please mark these dates on your calendar. We will contact you in October with further details and written materials for the first meeting.

We look forward to working with you to develop a proposal for a reformed Metropolitan Council that is able to serve as an effective and responsive advocate for the Twin Cities region. Please contact Claire Pritchard at Claire.Pritchard@co.dakota.mn.us or 651.438.4540 with any questions on these work sessions or to indicate your willingness to attend.

Regards,



Rhonda Sivarajah
Anoka County Board of Commissioners



Matt Look
Anoka County Board of Commissioners



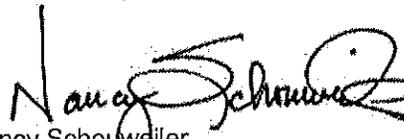
Scott Schulte
Anoka County Board of Commissioners



Randy Maluchnik
Carver County Board of Commissioners



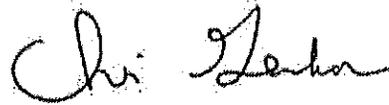
Tom Workman
Carver County Board of Commissioners



Nancy Schouweiler
Dakota County Board of Commissioners



Liz Workman
Dakota County Board of Commissioners



Chris Gerlach
Dakota County Board of Commissioners



Mike Beard
Scott County Board of Commissioners



Jon Ulrich
Scott County Board of Commissioners



CITY OF MAYER
RESOLUTION 2-22-2016-10
Supporting Principles for
Reform of the Metropolitan Council

WHEREAS, regional planning and local government cooperation is vital to the continued success of the Minneapolis-St. Paul Metropolitan Area; and

WHEREAS, the Metropolitan Council is, by statute, the regional planning agency for the Minneapolis-St. Paul Metropolitan Area, with broad authority, including the ability to levy taxes, charge fees and set regional policy; and

WHEREAS, cities and counties are the entities most directly affected by policies and financial decisions of the Metropolitan Council, making them the primary constituents of the Metropolitan Council; and

WHEREAS, the Metropolitan Council's scope of authority and involvement in regional issues has expanded significantly over the years; and

WHEREAS, a governmental entity, particularly one with taxing authority, to be effective, must be credible, and responsive and accountable to those it represents; and

WHEREAS, the appointment of Metropolitan Council members resides solely with the Governor, effectively making the Governor the primary constituent of the Metropolitan Council; and

WHEREAS, many cities and counties believe that the Metropolitan Council lacks accountability and responsiveness to them as direct constituents; and

WHEREAS, many cities and counties believe that the authority to impose taxes and set regional policy should be the responsibility of local government elected officials; and

WHEREAS, reform is necessary to ensure that the Metropolitan Council is an effective, responsive, and accountable partner for regional development and progress.

NOW, THEREFORE, BE IT RESOLVED, That the Metropolitan Council, due to its taxing and policy authority, should be accountable to a regional constituency of those impacted by its decisions; and

BE IT FURTHER RESOLVED, That the Metropolitan Council should not operate as a state agency answerable to only one person, the Governor, as it does in its current form; and

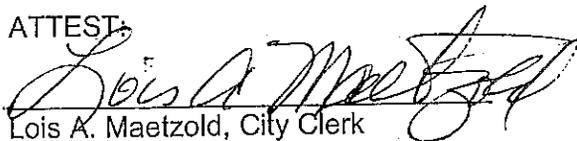
BE IT FURTHER RESOLVED, That the City Council of the City of Mayer supports reform of the Metropolitan Council that adheres to the following principles:

- I. A majority of the members of the Metropolitan Council shall be elected officials, appointed from cities and counties within the region;
- II. Metropolitan cities shall directly control the appointment process for city representatives to the Metropolitan Council;
- III. Metropolitan counties shall directly appoint their own representatives to the Metropolitan Council;
- IV. The terms of office for any Metropolitan Council members appointed by the Governor shall be staggered and not coterminous with the Governor;
- V. Membership on the Metropolitan Council shall include representation from every metropolitan county government;
- VI. The Metropolitan Council shall represent the entire region, therefore voting shall be structured based on population and incorporate a system of checks and balances.

Adopted by the City Council of the City of Mayer, Carver County, Minnesota, this 22nd day of February, 2016.


Gerald W. Thomas, Mayor

ATTEST,


Lois A. Maetzold, City Clerk

Review of the CIP items for 2016:

Capital Outlay Item	Replaced	Amount	Over Purchase Policy
Dehumidifier	February	\$4,000	
Effluent Sampler	April		\$6,000.00
Handrall/Walkway Painting	May/June	\$4,300.00	
Effluent ph/DO meter	May/June	\$2,580.00	
Coarse Bubble Aerator Modif.	August		\$5,150.00
Aeration Piping	September		\$15,450.00
Water Heater	October	\$1,500.00	
VFD Anaerobic Basin Mixer	November	\$3,610.00	
VFD Anoxic Basin Mixer	November	\$3,610.00	
Sub Total		\$19,600.00	\$26,600.00
		\$19,600.00	
		\$26,600.00	
Grand Total		\$46,200.00	

Staff will need to make adjustments to the 2016 CIP items to coincide with the 2016 Waste Water Budget.

CITY ADMINISTRATOR

1. Discussion on the Supporting Principles of Reform of the Metropolitan Council

County Administrator David Hemze presented information about the County's request for support for changes to the Metropolitan Council.

Metropolitan Council was established in 1967 as a regional planning body. The scope of the Council has increased but their accountability has not. Council appointees are accountable to the Governor.

There is a coalition of City and County leaders from the suburban metropolitan area that has a shared interest in reforming the Metropolitan Council. The group collaborated to develop a set of shared principles to reform the Metropolitan Council to be more accountable.

The request is for support of Resolution 2-22-2016-10 Supporting Principles for Reform of the Metropolitan Council. On a motion by Council Member Boder and seconded by Council Member McNeilly approving Resolution 2-22-2016-10 Supporting Principles for Reform of the Metropolitan Council. Motion carried 4/0.

2. Purchase Agreement 409 Shimmcor

City Attorney has drafted the purchase agreement for the lot at 409 Shimmcor Street. The City Attorney had forwarded the agreement to the seller for their review and approval. The seller is requesting earnest money amount to be \$7,500 and for it to be non refundable if the lot is not purchased. Council discussed the request of the property owner.

On a motion by Council Member Boder and seconded by Council Member McNeilly to purchase the lot at 409 Shimmcor in the amount of \$184,000 with \$1,000 earnest money refundable and



Office of County Commissioners
Carver County Government Center
Human Services Building
602 East Fourth Street
Chaska, MN 55318-1202
Phone: 952 361-1510
Fax: 952 361-1581

February 8, 2016

Carver County City Mayors

Dear Mayor:

The Carver County Board of Commissioners, along with other suburban metropolitan counties, have become increasingly concerned with the lack of accountability from the Metropolitan Council, especially considering its scope of authority and involvement in regional issues has continued to expand. Two County Board members, our County Administrator and Denny Laufenburger, Chanhassen City Mayor, along with other county and city leaders, recently developed the attached principals for reform and are seeking your support. We believe that an updated Metropolitan Governance structure, one that makes the Council accountable to the regional constituency of those impacted by its decisions, would benefit Carver County.

On behalf of the Carver County Board of Commissioners, I am asking that your City consider adopting the attached Resolution that calls for a substantive change to the Council. I also enclose a question and answer sheet that should address many of the concerns raised and clarifies our intent.

If you would like additional information or have questions, please contact me or one of the other County Board members.

Please return the adopted Resolution to County Administrator David Hemze by March 8th or as early as possible given your Council meeting schedule.

Thank you in advance for your support and consideration.

Sincerely,

James Ische, Chair
Carver County Board of Commissioners

Enclosures

cc: Carver County City Administrators

Metropolitan Governance Reform
Twin Cities' Local Government Coalition
-Statement of Objectives-

A coalition of local governments throughout the metropolitan area has joined together to develop a position statement and a set of principles for improving metropolitan governance in the Twin Cities.

The Coalition supports the need for regional planning, collaboration and coordination, but seeks to expand local government representation on the Metropolitan Council.

The Coalition's objectives for its collective effort to improve governance are:

1. To articulate a vision of responsive and effective metropolitan governance—as represented by a Statement of Belief and Principles for Reform of the Metropolitan Council
2. To align local government interests behind a reform effort—through formation of a broad coalition of metropolitan Cities and Counties—and a common position.
3. To be prepared for any efforts—legislative and otherwise—to reform the governance structure and functioning of the Metropolitan Council.

Attached is the Coalition's Statement of Belief and Principles for Reform.

Twin Cities' Local Government Coalition

Principles for Metropolitan Council Reform

The following principles were developed by a coalition of cities and counties in the metropolitan area, a coalition created to advocate for reform of the Metropolitan Council. The group believes that an effective Metropolitan Council should reflect the following principles, which were developed based on the group's core Statement of Belief (printed below).

STATEMENT OF BELIEF:

The Metropolitan Council, due to its taxing and policy authority, should be accountable to a regional constituency of those impacted by its decisions. It should not operate as a state agency—as it does in its current form—answerable to only one person, the Governor.

Principles for Metropolitan Council Reform:

- I. A majority of the members of the Metropolitan Council shall be elected officials, appointed from cities and counties within the region.
- II. Metropolitan cities shall directly control the appointment process for city representatives to the Metropolitan Council.
- III. Metropolitan counties shall directly appoint their own representatives to the Metropolitan Council.
- IV. The terms of office for any Metropolitan Council members appointed by the Governor shall be staggered and not coterminous with the Governor.
- V. Membership on the Metropolitan Council shall include representation from every metropolitan county government.
- VI. The Metropolitan Council shall represent the entire region, therefore voting shall be structured based on population and incorporate a system of checks and balances.

Background and Justification of Position

The Metropolitan Council was created to provide for the orderly and economic development of the Twin Cities metropolitan area. It has the responsibility and authority to guide the region's growth and to provide important regional services. The Counties of Anoka, Carver, Dakota, and Scott support the concept of a regional approach, and have no wish to abolish the Council or diminish the importance of regional collaboration.

However, the Council's management of growth, and in particular the coordination and delivery of regional services has changed dramatically. At the same time, the role of counties has evolved. Increasingly, Counties have undertaken direct provision of regional services including: hazardous and solid waste management, transit funding and transitway development, regional parks, regional highways, water resources planning and watershed management, greenway and bikeway development, farmland and open space preservation, the regional library system, fiber communications networks, and the 800 MHz radio network.

The Council's recent focus on reducing poverty and disparities makes it even more essential that within the governance structure there is understanding and improved coordination with county programs--- which exclusively provide economic assistance, social services, workforce development/employment, counseling, public health, nutrition and family "home visiting" services, workforce and specialized housing programs and many other anti-poverty and human services. In these and many other circumstances, the State, Metropolitan Council and city governments have all looked to counties to provide both the financial and political leadership needed to address key regional issues.

Thus, while a strong regional approach is necessary for many issues, it is necessary for the regional governing body to feature strong county representation, as well as representation from other local elected officials. Currently, the members of the Council are non-elected individuals answerable only to the Governor, an office that has often been elected without majority support from metropolitan-area voters. The Council, which has the ability to levy taxes on metropolitan-area residents, should be answerable to the citizens and taxpayers of the area it represents rather than a single officeholder.

The best way to ensure that the interests of citizens of the metropolitan-area are represented is to have a preponderance of locally elected officials on the Council--individuals that do not serve exclusively at the pleasure of the Governor. This will have the added benefit of allowing the Council to meet federal guidelines to serve as the region's Metropolitan Planning Organization, a move encouraged by Federal Transit Administration (FTA) and Federal Highway Administration (FHA) to make the Council "more directly accountable to its public¹."

Regional governance is vital to the metropolitan area's continued success. However, in order for a regional body to be effective it must be credible, meaning that regional citizens must feel that the body effectively represents their goals and values. Citizens currently feel disconnected from the Metropolitan Council, preventing it from functioning as an effective regional governance body. The coalition of suburban counties is working to join the Metropolitan Council with the people it represents, so the region as a whole can unite for continued growth and prosperity.

¹ Letter from representatives of FTA and FHA to Ann R. Goering of Ratwik, Roszak, & Maloney, P.A., Aug. 3 2015

FREQUENTLY ASKED QUESTIONS: METROPOLITAN COUNCIL REFORM PRINCIPLES

1) Why now?

Reform of the Metropolitan Council has been an issue on the minds of many local governments for many years. However, political realities have created obstacles that thwarted many previous attempts at reform.

The release of ThriveMSP2040 reinvigorated the drive for reform in many cities and counties who were unhappy with aspects of the plan. However, our call for change is not a reaction to the specifics of the plan, or to how it allocates resources. Instead, the experience drove home what little incentive the Council has to take into account the opinions of local governments. Councilmembers do not answer to the local constituency, but rather to a constituency of one: the Governor. We realized this was the core problem, and the release of Thrive2040 was the catalyst that renewed our efforts to build a coalition for governance reform.

2) Who makes up the coalition?

The coalition originated with officials from Anoka, Carver, Dakota, and Scott Counties, who share a collective opinion that the Metropolitan Council must be more accountable to the regional constituency. They made the decision to develop principles for reform, and, knowing it was important to have the perspective of cities represented as well, invited certain city officials with interest in reform to join the group. The city officials (listed in Attachment A) represent themselves alone, and do not necessarily represent the views of their entire councils. Together this group developed a mutually-agreed-upon set of principles for reform.

3) You're asking cities to adopt these principles, knowing that they go against the position of Metro Cities. Doesn't this undermine the work of the Metro Cities organization?

We believe that Metro Cities plays a vital role in advocating for city interests, and we did invite them to play a part in the development of the shared principles. However, they ultimately decided to withdraw from the group due to the incompatibility of our positions. We had hoped to work together toward reform, and we hope to work together in the future if the position of the organization changes.

However, in the meantime we are aware of many cities with positions on Metropolitan Council reform that contradict the official Metro Cities position, and we believe that those cities should have their voices heard in the Legislature.

4) What are the next steps?

These draft principles have been distributed to every city and county in the metropolitan area, and we hope to have as many as possible adopt these principles. We are happy to discuss the principles, along with our reasons for wanting reform, with any Board or Council in the area.

During the Legislative Session we will present these adopted resolutions to Legislators to illustrate how important reform is to local governments in the metro-area, and we will work with Legislators to advance reform proposals that meet the adopted principles.

5) How do other cities do it?

Every other major metropolitan area's regional planning organization (see Attachment B), as well as every other regional planning organization in Minnesota, is made up of a majority of local elected officials.

6) Is this an effort to get rid of the Metropolitan Council?

Absolutely not. Regional governance is important, but it would be more effective and credible with local representation. In the current system, Metropolitan Council members are non-elected individuals answerable only to the Governor, an office that has often been elected without majority support from metropolitan-area voters. The Council, which has the ability to levy taxes on metropolitan-area residents, should be answerable to the citizens and taxpayers of the area it represents rather than a single officeholder and should feature strong county representation from local elected officials.

7) Is this a reaction to the ThriveMSP2040 plan?

No. Many cities and counties were unhappy with aspects of the Council's plan. However, our call for reform is not a reaction to the specifics of the plan, or to how it allocates resources. Instead, the experience drove home to many what little incentive the Council has to take into account the opinions of local governments. The Council does not answer to the local constituency, but rather to a constituency of one- the Governor. We realized that this was the core problem, and the release of Thrive2040 was the catalyst to renew our efforts to build a coalition for governance reform.

8) Is there other support for this?

Yes, many other entities and organizations have come out in support for reform. In 2011, for example, the Office of the Legislative Auditor released a report recommending that the Metropolitan Council be composed of a majority elected officials, citing the Council's "limited credibility" due to a governance structure that limits accountability.

The City of Minneapolis also passed a resolution on January 14, 2011, asking the Legislature to reform the Council so that a "majority of council members shall be locally elected city and county officials."

Furthermore, representatives of the Federal Highway Administration and Federal Transit Administration, responsible for certifying the Council as eligible to receive federal transportation and transit funding, have encouraged reform of the Council to make it "more directly accountable to its public."

9) Would these principles turn the Metropolitan Council into a Council of Governments (COG)?

No. Councils of Governments have little authority beyond transportation planning and regional coordination of service. The level of authority that the Legislature has granted the Metropolitan Council, including the authority to levy taxes, is unique. None of the proposed principles diminish Council authority in any way, and will not transform the Council into a COG.

10) Do you oppose the Governor?

No. This is not a partisan issue- we would feel the same way whether the Governor was a Republican or a Democrat. What troubles us is that the entire membership and focus of the Council can shift depending on who is in power. The Council should represent the interests of the region, not a single individual.

11) Is this about the suburbs complaining?

No. This is about ensuring that the entire region feels represented by the Metropolitan Council.

12) Is the Met Council accountable to their constituents?

No. Although the Met Council has the power to levy taxes on metropolitan area residents, it is not accountable to those residents and is instead solely accountable to the Governor, an individual that over the last five election cycles was only once elected with majority support from metro-area voters.

QUESTIONS ABOUT THE PRINCIPLES THEMSELVES:

13) Aren't local elected officials too busy to serve on the Council?

There is a time commitment to serving on the Council, true, but it is only a part-time engagement. Many current Metropolitan Council members hold other full-time jobs. Furthermore, local elected officials serve on the metropolitan planning organizations of every other large city in the country.

If these principles are enacted it will be part of cities and counties' role to ensure that those appointed to the Council are comfortable with the time commitment.

14) Isn't it a conflict of interest to ask an official elected by one specific city or county to represent an entire region?

Local elected officials already serve in many capacities where they must consider regional interests. The Council's Transportation Advisory Board, for example, which recommends allocation of transportation and transit funding throughout the region, is made up of majority of local elected officials. The Counties Transit Improvement Board and the Metropolitan Mosquito Control District Board are two other examples where local elected officials serve and represent the interests of an entire region. Even the structure of County Boards and City Councils requires local elected officials to represent the interests of the entire city/county, rather than the specific district that elected them.

15) What happens if a local elected official leaves office in the middle of his/her Metropolitan Council appointment?

We purposely made these principles high-level. We do not want to get into the details of a specific plan; that is the job of the Legislature. These issues will be considered as a plan develops.

16) What about the criticisms of the role of the Council? These principles don't address any of that.

True, and many of us do have thoughts on the role of the Council. However, we believe that the first step is to reform the governance of the Council. Once the Council is accountable to its metropolitan constituency we can consider the role that it should play in the region's future.

17) You mention a system of voting and checks and balances- can you elaborate?

We purposely made these principles high-level. We do not want to get into the details of a specific plan; that is the job of the Legislature. However, we do believe that the Council should represent all citizens in the area, without allowing the large urban core to drive all decision making.

ATTACHMENT A: PARTICIPANTS IN THE METROPOLITAN GOVERNANCE WORKING GROUP

Participating County Officials:

Anoka County: Commissioner Matt Look
 Commissioner Scott Schulte
 Commissioner Rhonda Sivarajah
 County Administrator Jerry Soma

Carver County: Commissioner Randy Maluchnik
 Commissioner Tom Workman
 County Administrator Dave Hemze

Dakota County: Commissioner Chris Gerlach
 Commissioner Nancy Schouweller
 Commissioner Liz Workman
 County Manager Brandt Richardson

Scott County: Commissioner Mike Beard
 Commissioner Jon Ulrich
 County Administrator Gary Shelton

Participating City Officials:

Bethel: Councilmember Brian Kirkham

Burnsville: Councilmember Bill Coughlin

Chanassen: Mayor Denny Laufenburger

Elko New Market: Mayor Bob Crawford

Jordan: Councilmember Mike Franklin

Lino Lakes: Mayor Jeff ReInert

Prior Lake: Mayor Ken Hedberg

Rosemount: Councilmember Jeff Weisensel

Shakopee: Mayor Bill Mars

Metropolitan Planning Agencies in Large Metropolitan Areas

Name	Governance Structure
<p><u>San Diego Association of Governments</u></p>	<p>The Board includes 20 local elected officials as well as non-voting members from various state and federal agencies and other organizations.</p> <p>Summary: All voting members are local elected officials. There are no citizen members.</p>
<p><u>Metropolitan Council</u></p>	<p>The Council consists of 16 citizens appointed by the Governor.</p> <p>Summary: All voting members are citizens. There are no elected officials on the Council.</p>
<p><u>North Jersey Transportation Planning Authority</u></p>	<p>The Board consists of 15 local elected officials, 4 other government representatives, and 1 citizen representative (position is currently vacant).</p> <p>The 3 other government representatives are from the Port Authority, the NJ Governor's Authorities Unit, NJ Department of Transportation, and NJ TRANSIT.</p> <p>Summary: The majority of voting members are local elected officials. There is one citizen member.</p>
<p><u>Metropolitan Transportation Commission (Oakland CA)</u></p>	<p>The Board consists of 16 local elected officials, 2 representatives of the federal government, 1 representative of state government, and 2 representatives of local organizations.</p> <p>The state representative is from the California State Transportation Agency.</p> <p>The 1 organizations are the San Francisco Bay Conservation and Development Commission and the Association of Bay Area Governments.</p> <p>Summary: The majority of voting members are local elected officials. There are no citizen members.</p>
<p><u>Houston-Galveston Area Council</u></p>	<p>The Board consists of 30 local elected officials, 6 judges, and 1 representative of the Independent School Districts.</p> <p>The local elected officials represent cities and counties in the metro area, although some cities and counties are represented by judges.</p> <p>Summary: The majority of voting members are local elected officials. There are no citizen members.</p>

Metropolitan Planning Agencies in Large Metropolitan Areas

Name	Governance Structure
<u>North Central Texas Council of Governments</u>	<p>The Board consists of 9 local elected officials, 3 judges, and a non-voting member of the Texas Legislature.</p> <p>The metro-area cities are represented by mayors or councilmembers; the counties are represented by judges.</p> <p>Summary: The majority of voting members are local elected officials (although there are no county elected officials- counties are represented by judges). There are no citizen members.</p>
<u>Boston Region MPO</u>	<p>The Board consists of 14 local elected officials, 8 representatives from other governments and organizations, and 2 nonvoting representatives from the federal government.</p> <p>The elected officials are all mayors and selectmen of local towns; there are no county representatives.</p> <p>There are 2 representatives from regional planning organizations, as well as representatives from regional transit and transportation authorities and the Massachusetts Department of Transportation.</p> <p>Summary: The majority of the voting members are local elected officials. There are also no citizen members.</p>
<u>Atlanta Regional Commission</u>	<p>The Board consists of 23 local elected officials, 15 citizens, and 1 non-voting representative from the Georgia Department of Community Affairs.</p> <p>There is 1 citizen representative from each of 15 districts in the metro area, elected by the 23 public officials.</p> <p>Summary: All voting members are either local elected officials or are citizen members selected by local elected officials.</p>
<u>Puget Sound Regional Council</u>	<p>The Council has a general assembly consisting of all elected officials from all member jurisdictions. The Assembly establishes the budget and elects representatives to the Executive Board.</p> <p>The Executive Board consists of 30 elected officials and 2 representatives from the Washington State Transportation Commission and the Washington State Department of Transportation.</p> <p>Summary: All voting members are either local elected officials or are selected by local elected officials. There are no citizen members.</p>

Metropolitan Planning Agencies in Large Metropolitan Areas

Name	Governance Structure
<u>National Capital Region Transportation Planning Board</u>	<p>The Board consists of 32 local elected officials and 2 representatives from state government.</p> <p>The 2 state representatives are legislators from the Maryland and Virginia General Assemblies.</p> <p>Summary: The majority of voting members are elected officials. There are no citizen members.</p>
<u>Maricopa Association of Governments</u>	<p>The Council consists of 32 local elected officials, 4 state representatives, and 1 member of a citizen organization.</p> <p>The elected officials are mayors, councilmembers, etc. from metro towns, cities, and reservations.</p> <p>There are also 2 representatives each from the State Transportation Board and the Arizona Department of Transportation.</p> <p>Finally, there is a representative from the Citizens Transportation Oversight Commission.</p> <p>Summary: The majority of voting members are local elected officials. There is one citizen member, a representative of a citizen oversight commission.</p>
<u>Southwestern Pennsylvania Commission</u>	<p>The Executive Committee consists of 11 local elected officials, 3 at-large members, and representatives from the Pennsylvania Department of Economic Development, Department of Transportation, and Governor's Office.</p> <p>Summary: The majority of voting members are local elected officials. There are 3 at-large members.</p>
<u>Delaware Valley Regional Planning Commission</u>	<p>The Board consists of 16 state government appointees, 24 local government elected officials and staff, and 2 attorneys. as well as a number of non-voting members.</p> <p>There are 4 representatives from the PA Department of Transportation and 3 from the NJ Department of Transportation.</p> <p>There are also 3 representatives from the PA Governor's Policy Office, 1 other PA Governor's appointee, 3 from the NJ Department of Community Affairs, and 2 appointees from the NJ Governor.</p> <p>Summary: The majority of voting members are either local elected officials or local government staff members. There are no citizen members.</p>

Metropolitan Planning Agencies in Large Metropolitan Areas

Name	Governance Structure
<u>New York Metropolitan Transportation Council</u>	<p>The Board consists of 5 local elected officials, 3 city representatives, 1 state representative, and 7 non-voting members from various federal and state agencies.</p> <p>The 5 local elected officials are the County Executives of the 5 metro counties. The city representatives are heads of the New York City Transportation Authority, Department of Transportation, and Department of City Planning.</p> <p>The state representative is from the New York State Department of Transportation.</p> <p>Summary: The majority of voting members are local elected officials or representatives from city government. There are no citizen members.</p>
<u>Baltimore Regional Transportation Board</u>	<p>The Board consists of 7 local elected officials and 4 representatives from state departments (3 non-voting).</p> <p>A representative from the Maryland Department of Transportation has voting privileges.</p> <p>Summary: All voting members, except one, are local elected officials.</p>
<u>Southeast Michigan Council of Governments</u>	<p>The Council has a general assembly consisting of delegates from all local governments in the region. The Executive Committee consists of local elected officials as well as representatives from community colleges and the Regional Transit Authority of Southeast Michigan.</p> <p>Summary: The majority of voting members are local elected officials. There are no citizen members.</p>
<u>Chicago Metropolitan Agency for Planning</u>	<p>The Board consists of appointments from each of the metro counties- the members are a combination of elected officials and representatives of nonprofits and private industry.</p> <p>There are also 2 non-voting Governor's appointees and a non-voting representative of the Regional Transportation Authority.</p> <p>Summary: The majority of voting members are elected officials and all are appointed by local jurisdictions. There is a Citizens' Advisory Committee created by the Board.</p>
<u>Southern California Association of Governments</u>	<p>The Regional Council consists of elected local officials representing 67 districts, all members of the Los Angeles City Council and the Mayor, as well as 1 elected representative from each of the 6 counties in the district, and representatives from regional transportation commissions and tribal governments.</p> <p>Summary: The majority of voting members are local elected officials. There are no citizen members.</p>

Metropolitan Planning Agencies in Minnesota

Name	Governance Structure
<u>Duluth-Superior Metropolitan Interstate Council</u>	<p>The Board consists of 15 local elected officials from Minnesota and Wisconsin, 2 citizens, and one representative from the Duluth Transit Authority.</p> <p>There are two citizen members, one representing the City of Duluth and one the City of Superior.</p> <p>Summary: The majority of voting members are local elected officials. There are two citizen representatives.</p>
<u>Grand Forks - East Grand Forks Metropolitan Planning Organization</u>	<p>The Board consists of 6 local elected officials as well as 2 representatives from the Planning Commissions of the City of Grand Forks and the City of East Grand Forks.</p> <p>Summary: The majority of voting members are local elected officials. There are no citizen representatives.</p>
<u>Fargo-Moorhead Metropolitan Council</u>	<p>The Board consists of 11 elected officials and 3 representatives from the Fargo and Moorhead Planning Commissions.</p> <p>Summary: The majority of voting members are elected officials. There are no citizen representatives.</p>
<u>St. Cloud Area Planning Organization</u>	<p>The Board consists of 11 local elected officials as well as representatives from the Central Minnesota Transportation Alliance and St. Cloud Metro Bus.</p> <p>Summary: The majority of voting members are elected officials. There are no citizen representatives.</p>
<u>Metropolitan Council</u>	<p>The Council consists of 16 citizens appointed by the Governor.</p> <p>Summary: All voting members are citizens. There are no elected officials on the Council.</p>
<u>Rochester-Olmsted Council of Governments</u>	<p>The Board consists of 16 local elected officials, including 2 representatives from school districts, and 2 citizen members.</p> <p>Summary: The majority of voting members are elected officials. There are two citizen representatives.</p>
<u>La Crosse Area Planning Committee</u>	<p>The Board consists of 10 local elected officials.</p> <p>Summary: All voting members are elected officials. There are no citizen representatives.</p>
<u>Mankato/North Mankato Area Planning Organization</u>	<p>The Board is made up of 6 local elected officials.</p> <p>Summary: All voting members are elected officials. There are no citizen representatives.</p>

IN SENATE

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

FOR THE YEAR 1913

ALBANY:

THE STATE PRINTING OFFICE

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ALBANY, N. Y.

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ALBANY:

THE STATE PRINTING OFFICE

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REQUEST FOR CITY COUNCIL ACTION

Meeting Date:		October 10, 2016	
Item Name:		No Parking signs	
Originating Department:		Administration	
Presented by:		Luayn Ruch-Hammond	
Previous Council Action (if any):			
Item Type (X only one):		Consent	Regular Session
		<input checked="" type="checkbox"/>	Discussion Session
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED <i>(Include motion in proper format.)</i>			
A motion authorizing staff to place "No Parking signs on the south side of 62 nd Street.			
EXPLANATION OF AGENDA ITEM <i>(Include a description of background, benefits, and recommendations.)</i>			
Council had discussed the possibility of placing "No Parking" signs on 62 nd Street when the City constructed the roundabout.			
A speed zone study was completed by Bolton and Menk in October of 2015. The speed zone study addresses the parking on 62 nd Street Attached is the School Speed Study that was compiled for the City and on page 2 parking is addressed. The study recommends parking on the north side of 62 nd Street and is illustrated in Figure 1 on page 5.			
Staff is requesting Council authorization to place "No Parking" signs on the south side of 62 nd Street.			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:			
Budget Information:			
_____	Budgeted		
_____	Non Budgeted	Other	
_____	Amendment Required		
Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7656 Design Road, Suite 200 • Baxter, MN 56425-8676

Phone (218) 825-0684 • Fax (218) 825-0685

www.bolton-menk.com

MEMORANDUM

Date: October 8, 2015

To: Luayn Ruch-Hammond

City Administrator, City of Mayer

From: Jacob Bongard, P.E.

Subject: Mayer Lutheran High School Speed Zone Study
Mayer, MN

A Speed Zone Study was performed at Mayer Lutheran High School to recommend pedestrian accommodations and determine if a reduced speed limit during school hours is justified. The crossing being analyzed is on 62nd Street on the north side of the school. Vehicle and pedestrian volumes were collected on September 16th through the 18th 2015. 62nd Street does not currently have a posted speed limit and has an average daily traffic volume (ADT) of approximately 300 vehicles per day. Because the school is located in an area with few adjacent residents, few students walk to school. Therefore, a school route plan is not needed at this time. If residential areas are built near the school, a route plan may be needed in the future. A summary of the speed zone evaluation is shown below.

School Zone Hazard Evaluation

- Roadway Geometry
 - The typical section of 62nd Street varies throughout the study area. An urban two lane section defines the approach and departure curvature of the roundabout west of the school entrance and the remaining section east of the school entrance is rural.
 - The urban section contains 11' lanes with 5.5' paved shoulders to the face of the concrete curb and gutter.
 - The rural section contains 12' lanes with 16" gravel shoulders.
 - Total length of the crossing varies from 16.5' to 24'.
 - There is little curvature, significant fluctuations in roadway grades, or vegetation close to the roadway, so adequate sight distance is provided for both motorists and pedestrians traveling along or across the roadway.



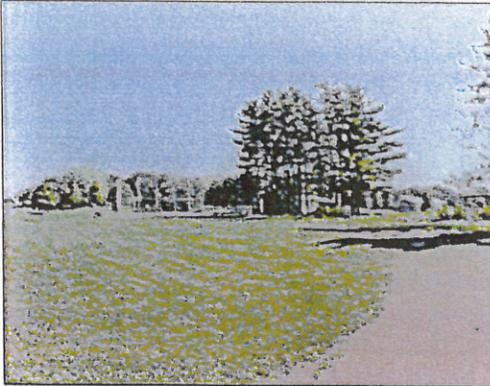
Looking east from the roundabout



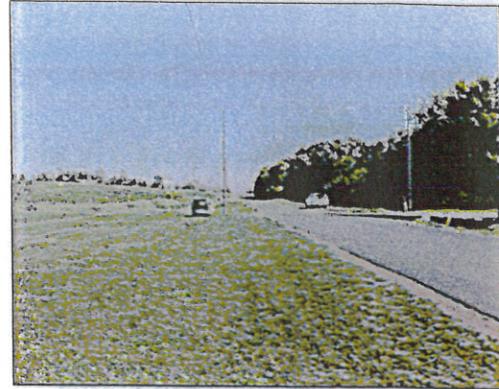
Looking west towards roundabout



- Traffic Volume (School is in session from 8:10AM to 2:50PM)
 - AM Peak Hour (7:15AM – 8:15AM)
 - An average of 37 vehicles passed the identified crossing location approximately 330 feet east of the school entrance, no pedestrians crossed.
 - Afternoon Peak Hour (3:00PM – 4:00PM)
 - 40 vehicles and 3 bicycles passed the crossing location, 49 pedestrians crossed 62nd Street.
 - All but one of the pedestrians were heading to the athletic fields.
 - PM Peak Hour (5:00PM – 6:00PM)
 - 29 vehicles and one bicycle passed the crossing location, 25 pedestrians crossed 62nd Street.
 - Twenty-one (21) pedestrians crossed 62nd Street from 6:00PM – 6:30PM, all but one of the pedestrians were leaving the athletic fields. An additional 25 pedestrians crossings occurred in between the peak periods (4:00PM – 5:00PM). (Volume data is provided in the Appendix).
- Traffic Speed
 - Minnesota State Statute dictates that the speed limit on 62nd Street be set to 55 mph based upon the characteristics of the roadway unless an engineering and traffic investigation indicates otherwise. A posted speed limit of 40 mph is recommended based upon an evaluation of site characteristics and speed data collected within the corridor. Alteration of speed limits on streets and highways shall be made only upon authority of the commissioner so a supplementary study may be completed by MnDOT to verify (and potentially modify) the findings and recommendations. Speed limit signs should be posted east of the school entrance for eastbound traffic and west of Fieldstone Parkway for westbound traffic. (Speed data is provided in the Appendix).
 - 85th Percentile speed on 62nd Street was measured at approximately 41 mph.
 - Average speed was determined to be 31 mph.
- Parking
 - There is no designated parking or restrictions currently on 62nd Street. A parking lot is located along the school entrance roadway, to the east of the high school. During activities at the athletic fields north of 62nd Street, cars were observed parking in four locations: along both the north and south sides of the travel lanes on 62nd Street, off the shoulder on the north side of 62nd Street, and within a level, grassed parking area accessed from a gravel driveway on the south side.
 - Parking is recommended to be maintained and enhanced within the level, grassed parking area accessed from the gravel driveway on the south side of 62nd Street.
 - Parking is also recommended on the north side of 62nd Street, the side of the street closest to the existing athletic fields and the location of the proposed expansion of athletic facilities to include a competition track/football field along with softball fields and additional space for track and field. Figure 1, on page 5, displays the recommended parking locations. A proposed site plan is provided in the Appendix.



Parking area off gravel driveway,
looking southeast



Off shoulder parking observed on north side
of 62nd Street, looking east

- Traffic Control Devices
 - No pedestrian signs were observed along 62nd Street nor the school entrance.
 - One stop sign is located at the school entrance and the 62nd Street intersection.
 - Pavement markings indicate a joined left/right turn approach lane.
 - An advanced warning sign for the roundabout is located on 62nd Street, east of the school entrance.
 - It is recommended that this sign be maintained.
 - The placement of these advanced warning signs is adequate under the MnMUTCD.
 - No crossing guards are used to help students cross the street before or after school, which is typical of a High School.
 - Lighting units are present near the roundabout. No other light fixtures are found along 62nd Street.
 - Additional light fixtures are recommended along 62nd Street.

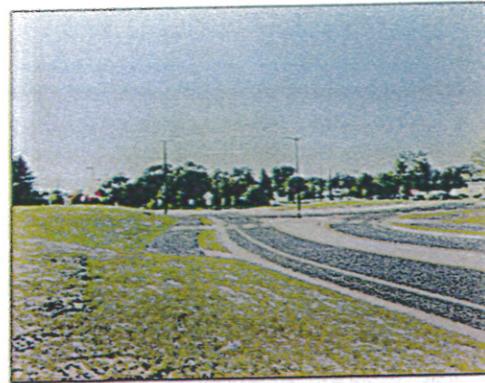


Stop sign at the school entrance, looking north

- Sidewalks
 - Sidewalks are currently located on both sides of 62nd Street near the roundabout, providing a dedicated pedestrian/bicycle route for travelers needing to travel through/around the roundabout, the sidewalks terminate prior to the school entrance, leading users directly onto the street.



Looking north towards sidewalk on north side of 62nd Street, roundabout on left



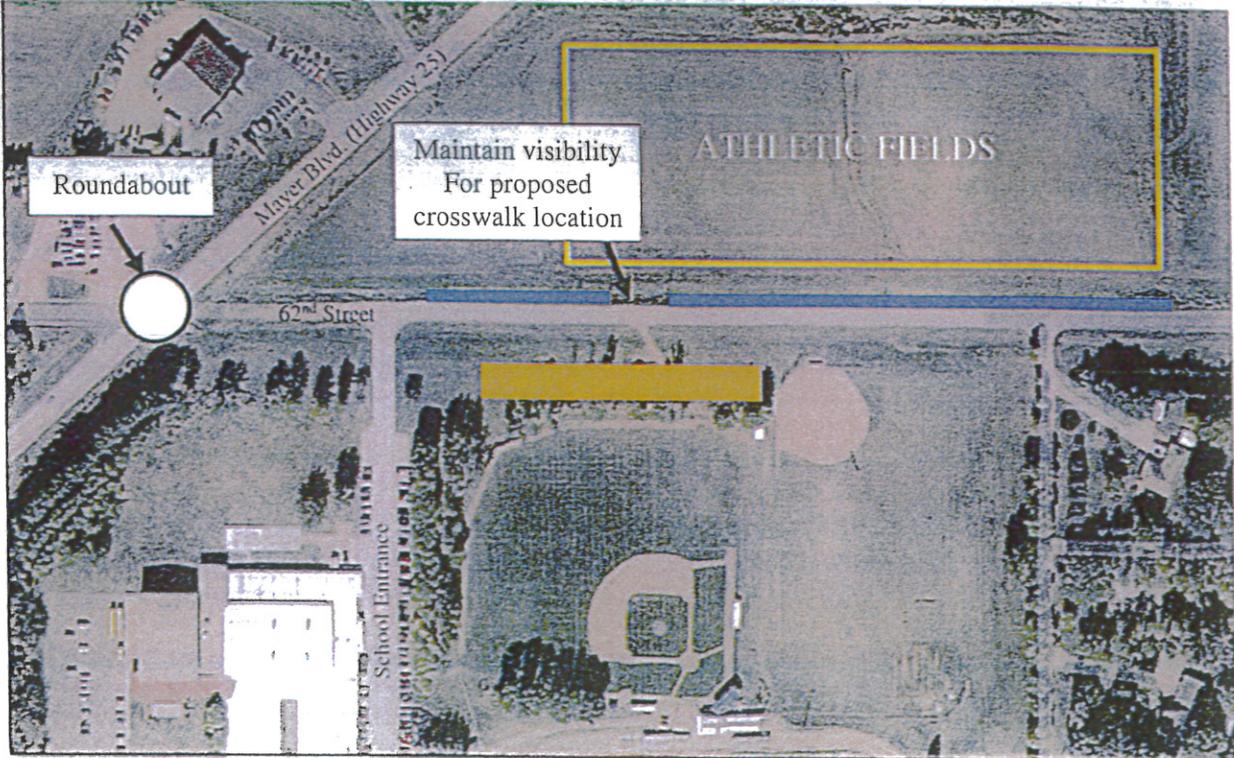
Looking west towards roundabout and sidewalk on south side of 62nd Street

- Fencing
 - No fencing was observed and does not appear to be needed at this time.
- Crash History
 - Three crashes were reported on 62nd Street over the past ten years, two were single vehicle crashes with drivers under the influence.
 - 2010 – A vehicle was backing up off the roadway on the shoulder and collided with a parked vehicle.
- Pedestrian Crossing
 - Pedestrians were observed crossing 62nd Street near the gravel driveway approximately 330 feet east of the school entrance.
 - Pedestrians were observed walking along the south side of 62nd Street, bicycles were observed traveling on 62nd Street.
- Speed Zones
 - Due to the high volume of pedestrians crossing 62nd Street and the tendency for vehicles to drive at elevated speeds, a school speed zone may be needed to reduce vehicle speed during specific times.
 - It is recommended that the school speed limit be 25 mph, a 15 mph decrease from the posted speed limit.
 - This location does not have a consistent walking population, but they do experience a heavy flow of pedestrians who use the athletic fields on the north side of 62nd Street, particularly since most of the available parking is located on the south side. The reduction in the speed limit may provide a safety improvement by reducing the stopping sight distance for drivers traveling on 62nd Street when children are crossing the road to access the athletic field located on the north side of 62nd Street. The design stopping sight distance for a vehicle traveling 40 mph is 305 feet. This value is reduced to 155 feet when the speed limit is lessened from 40 mph to 25 mph.
 - The need for a school speed zone will become even more apparent with the proposed expansion of existing athletic facilities to include a competition track/football field north of 62nd Street along with softball fields and additional space for track and field. This will likely increase pedestrian traffic and further the need to provide safety improvements to users.
 - The reduction in speed would also be consistent with the use of in-street pedestrian crossing signs which have been shown to increase motorist yielding at 25 to 30 mph.



- The zone should be equally spaced on either side of the crosswalk if possible.
 - School Speed limit signs should be posted 650' from each crosswalk or at an appropriate distance based upon the posted speed limit in constrained locations.
 - These signs can include one of two options for when the school speed limit should be followed:
 - When children are present, or
 - The specific times when the speed limit should be followed.
- A proposed layout of the signs is shown in Figure 2 on Page 6.
- Additional pedestrian accommodations are also recommended and are shown in Figure 3 on Page 7.
- Additional
 - If there are pedestrian crossing issues following the implementation of the marked crossing with warning signs, there are options for pedestrian activated flashing lights including Rectangular Rapid Flashing Beacons (RRFB), which would be pedestrian push button activated, but have a higher motorist yield compliance rates than a standard crosswalk. This alternative is not necessary unless safety concerns arise following the implementation of a marked crossing with warning signs.

Figure 1: Proposed Parking Accommodations



-  Existing Parking and Potential Parking Improvement Area
-  Proposed On-Street Parking



Figure 2: Proposed Signage





Figure 3: Proposed Pedestrian Accommodations:



-  Designated Crosswalk
-  Existing Sidewalk
-  Proposed Sidewalk
-  Proposed Sidewalk
-  Alternate/Additional Trail

Summary:

The typical section of 62nd Street varies throughout the study area. An urban two lane section is provided to define the approach and departure curvature of the roundabout west of the school entrance and the remaining section east of the school entrance is rural. 62nd Street does not currently have a posted speed limit, it has an average daily traffic volume (ADT) of approximately 300 vehicles per day. The 85th Percentile speed on 62nd Street was measured at approximately 41 mph, the average speed was determined to be 31 mph. Because the school is located in an area with limited adjacent residents, few students walk to school. Observations on Wednesday, September 16th, 2015 from 3:00 to 6:30 PM indicate a high number of pedestrian movements (120) crossing 62nd Street to access the athletic fields on the north side of the road. 62nd Street does not contain sidewalks (none outside of the roundabout approach) nor designated parking areas. Parking was observed along the north and south sides of 62nd Street as well as within a level, grassed parking area accessed from a gravel driveway on the south side.

A posted speed limit of 40 mph is recommended based upon an evaluation of site characteristics and speed data collected within the corridor. Due to the high volume of pedestrians crossing 62nd Street and the tendency for vehicles to drive at elevated speeds, a school speed zone may be needed to reduce vehicle speed during specific times. It is recommended that the school speed limit be 25 mph, a 15 mph decrease from the posted speed limit. Pedestrian accommodations should include a continuous sidewalk system, connecting existing sidewalks associated with the roundabout, the school, and the athletic fields



on the north side of 62nd Street. Additional street lighting is also recommended east of the roundabout in conjunction with the sidewalk improvements and marked crossing to increase visibility for both drivers and pedestrians during low light conditions. A pedestrian/school crossing is recommended adjacent to the gravel driveway on the south side of 62nd Street, this is where most pedestrians currently cross. The crossing should be identified by crosswalk paint markings and warning signs both adjacent to and in advance of the crossing location.

Parking is recommended along the edge of the travel lane on the north side of 62nd Street, the side of the street closest to the existing athletic fields and the location of the planned athletic field expansion area. This will reduce the need for pedestrians to make mid-block crossings to reach parked vehicles. The existing level, grassy area on the south side of 62nd Street (accessed by the gravel road) is recommended to continue as an off-street parking lot. Provisions should be installed to improve the parking area. The presence of a marked crosswalk with warning signs adjacent to this area provides pedestrians who park on the south side of 62nd Street a defined crossing location and motorists on 62nd Street an expected location to anticipate pedestrian crossings.

APPENDIX

Bolton & Menk, Inc.

Speed Study

62nd Street, east of Cedar Avenue
Mayer, MN

Eastbound and Westbound Combined

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
09/16/15	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0	18
14:00	1	0	2	3	4	5	2	1	0	0	0	0	0	0	45
15:00	6	9	5	12	7	3	2	0	0	0	0	0	0	0	28
16:00	2	4	9	4	5	4	0	0	0	0	0	0	0	0	44
17:00	8	6	9	12	8	1	0	0	0	0	0	0	0	0	34
18:00	11	2	5	2	3	6	2	0	0	0	0	0	0	0	10
19:00	0	0	0	2	5	3	0	0	0	0	0	0	0	0	15
20:00	0	0	0	3	4	5	3	0	0	0	0	0	0	0	4
21:00	0	0	1	0	0	3	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Total	28	21	31	38	36	30	10	3	1	0	1	0	0	0	199

Daily

15th Percentile : 9 MPH
 50th Percentile : 24 MPH
 85th Percentile : 36 MPH
 95th Percentile : 40 MPH

Mean Speed(Average) : 25 MPH
 10 MPH Pace Speed : 26-35 MPH
 Number In Pace : 62
 Percent In Pace : 31.2%
 Number of Vehicles > 55 MPH : 1
 Percent of Vehicles > 55 MPH : 0.5%

Bolton & Menk, Inc.
Speed Study

62nd Street, east of Cedar Avenue
Mayer, MN

Eastbound and Westbound Combined

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total
09/17/15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
06:00	0	1	0	1	1	1	3	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:00	0	0	0	0	7	4	11	6	3	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
08:00	0	0	1	2	2	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37
09:00	0	0	0	1	1	1	5	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
10:00	0	0	0	0	0	0	1	3	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
11:00	0	0	0	2	2	5	2	2	1	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
12 PM	0	0	0	1	2	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
13:00	0	0	1	0	3	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
14:00	0	1	3	1	3	8	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11
15:00	1	0	4	4	12	8	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
16:00	0	0	0	4	8	3	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34
17:00	0	0	0	7	2	6	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21
18:00	0	0	0	1	3	6	9	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
19:00	0	0	0	3	4	6	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23
20:00	0	0	0	0	1	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
21:00	0	0	0	0	1	1	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
22:00	0	0	0	1	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
23:00	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
Total	1	2	10	35	54	90	56	25	7	0	1	0	281															

Daily

- 15th Percentile : 29 MPH
- 50th Percentile : 37 MPH
- 85th Percentile : 44 MPH
- 95th Percentile : 48 MPH

Mean Speed(Average) : 37 MPH

10 MPH Pace Speed : 34-43 MPH

Number In Pace : 144

Percent In Pace : 51.2%

Number of Vehicles > 55 MPH : 2

Percent of Vehicles > 55 MPH : 0.7%

Bolton & Menk, Inc.

Speed Study

62nd Street, east of Cedar Avenue
Mayer, MN

Eastbound and Westbound Combined

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
09/18/15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
05:00	0	0	1	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	8
06:00	0	1	0	0	6	0	1	0	0	0	1	0	0	0	0	0	0	0	29
07:00	0	0	2	4	5	8	6	3	0	0	0	0	0	0	0	0	0	0	27
08:00	0	0	0	1	10	10	3	2	0	1	0	0	0	0	0	0	0	0	13
09:00	0	0	0	2	3	5	3	0	0	0	0	0	0	0	0	0	0	0	15
10:00	0	1	1	1	4	5	3	0	0	0	0	0	0	0	0	0	0	0	14
11:00	0	0	0	1	3	6	1	3	0	0	0	0	0	0	0	0	0	0	9
12 PM	1	0	1	3	1	1	1	1	0	0	0	0	0	0	0	0	0	0	8
13:00	0	0	1	1	2	1	3	0	0	0	0	0	0	0	0	0	0	0	20
14:00	0	1	0	2	5	4	6	2	0	0	0	0	0	0	0	0	0	0	40
15:00	5	6	7	7	8	3	2	2	0	0	0	0	0	0	0	0	0	0	27
16:00	5	3	7	8	2	2	0	0	0	0	0	0	0	0	0	0	0	0	27
17:00	3	3	11	6	3	1	0	0	0	0	0	0	0	0	0	0	0	0	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	14	15	31	36	56	47	29	13	0	2	0	243							

Daily

- 15th Percentile : 16 MPH
- 50th Percentile : 31 MPH
- 85th Percentile : 40 MPH
- 95th Percentile : 45 MPH

Mean Speed(Average) : 30 MPH

10 MPH Pace Speed : 30-39 MPH

Number In Pace : 92

Percent In Pace : 37.9%

Number of Vehicles > 55 MPH : 2

Percent of Vehicles > 55 MPH : 0.7%

Grand Total	43	38	72	109	146	167	95	41	8	2	2	0	723						
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Overall

- 15th Percentile : 17 MPH
- 50th Percentile : 32 MPH
- 85th Percentile : 41 MPH
- 95th Percentile : 46 MPH

Mean Speed(Average) : 31 MPH

10 MPH Pace Speed : 31-40 MPH

Number In Pace : 279

Percent In Pace : 38.6%

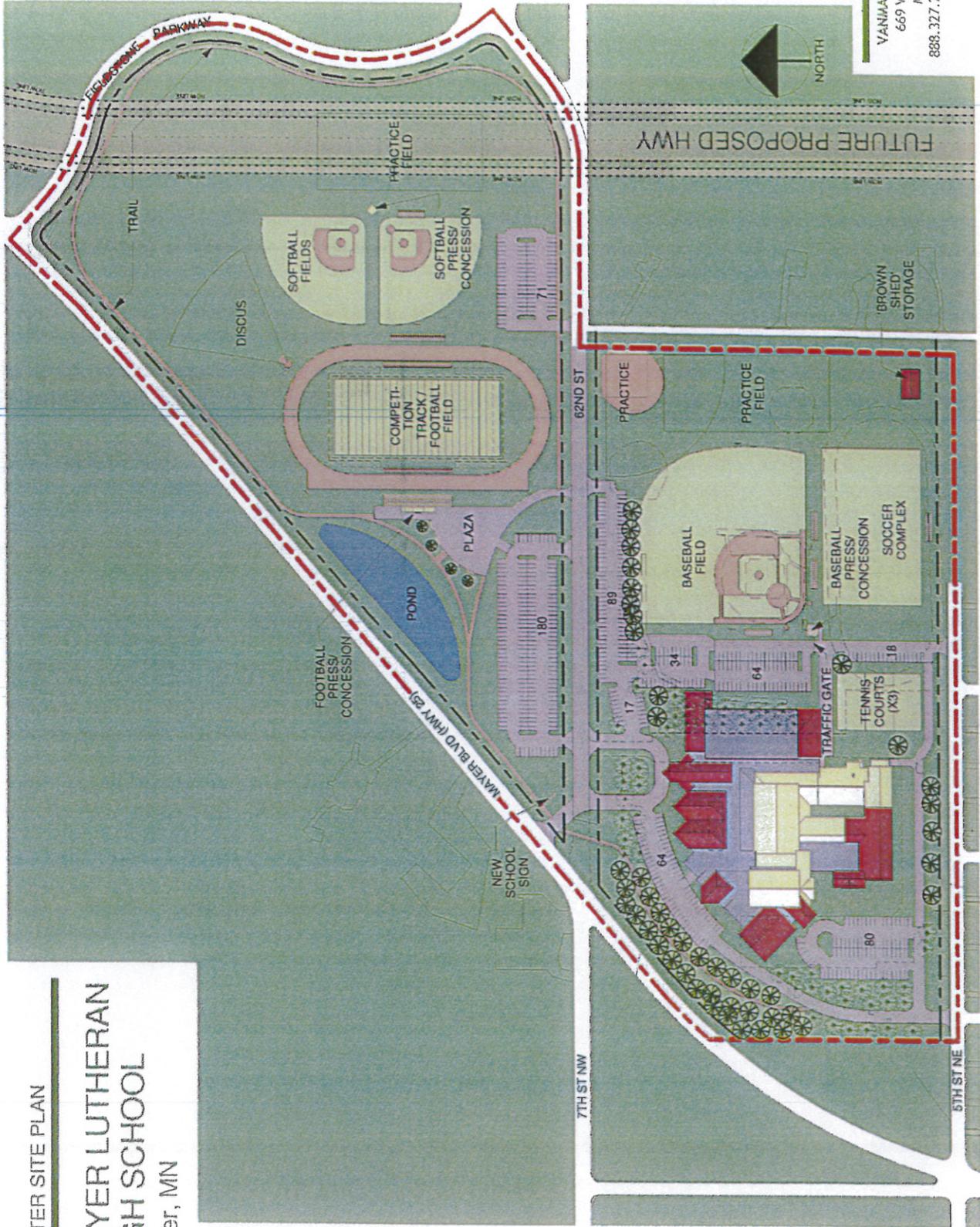
Number of Vehicles > 55 MPH : 4

Percent of Vehicles > 55 MPH : 0.6%

MASTER SITE PLAN

MAYER LUTHERAN
HIGH SCHOOL

Mayer, MN



APPROXIMATE # OF
PARKING SPACES:
620

KEY

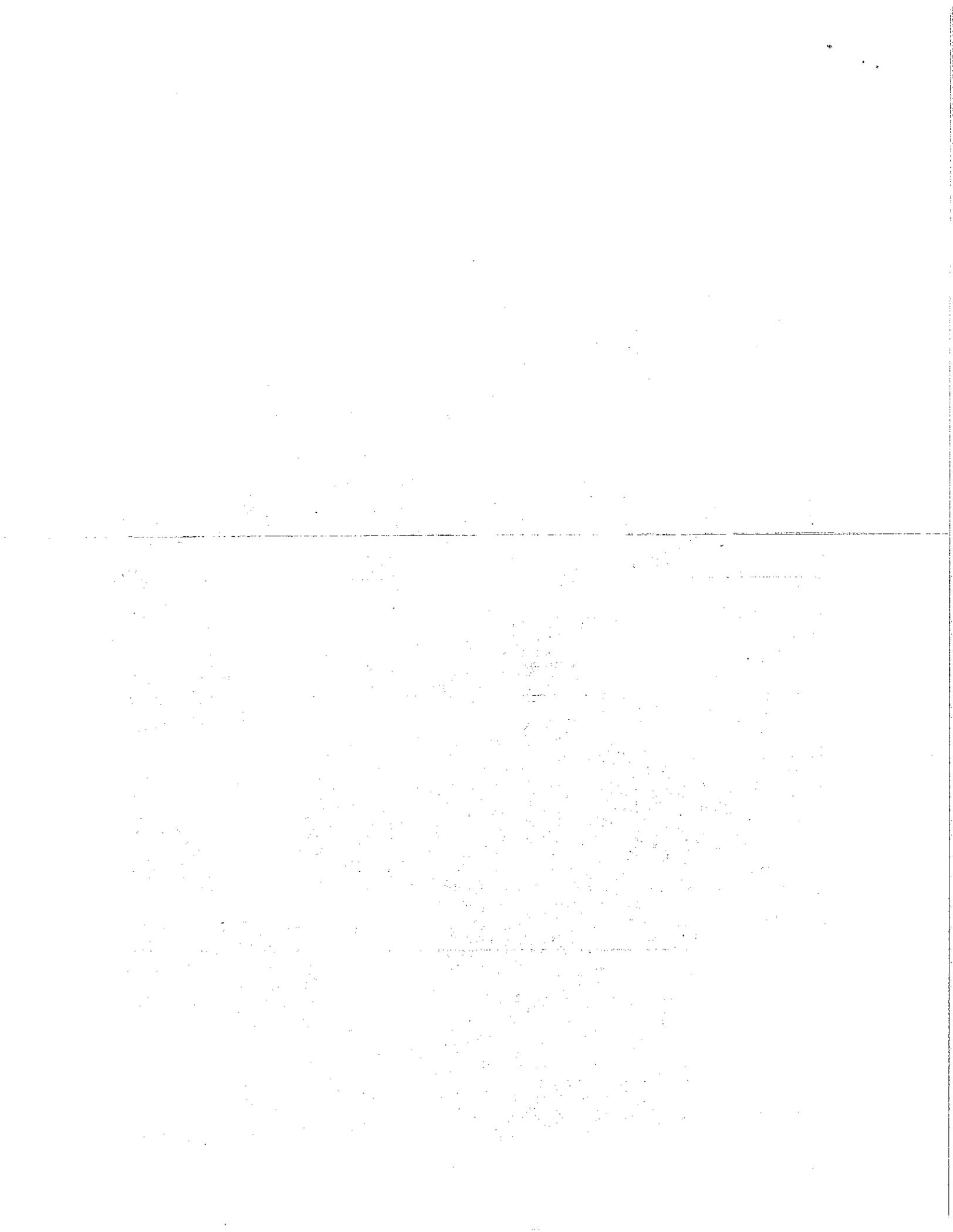
- EXISTING TREES IN THIS AREA TO REMAIN
- EXISTING TREES IN THIS AREA TO BE REMOVED
- PROPERTY LINE

11/14/08

VANMAN ARCHITECTS AND BUILDERS INC.
669 Winnetka Avenue North, Suite 210
Minneapolis, Minnesota 55427

888.327.2817 763.541.9552 fax 763.541.9857

www.vanmanab.com
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REQUEST FOR CITY COUNCIL ACTION

Meeting Date: October 10, 2016
Item Name: Liability Coverage Waiver Form
Originating Department: Administration
Presented by: Luayn Ruch-Hammond

Previous Council Action (if any):
Item Type (X only one): Consent Regular Session Discussion Session

RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)
 A motion authorizing the Mayor's signature on the Liability Coverage Waiver Form.

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

The LMCIT allows the cities several options for structuring their liability coverage. The City Council can choose to waive or not to waive the monetary limits that the statute provides.
 The statutory liability limits is \$500,000 per claimant and \$1,500,000 per occurrence.
 The City must decide whether to not waive the statutory tort limits, waive the limits and purchase excess liability coverage, or waive the limits waive the limit and not purchase additional coverage.
If the city does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
If the city waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could potentially recover up to \$1,500,000 on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000, regardless of the number of claimants.
If the city waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.
 The City in the past does not waive the monetary limits on municipal tort liability established by MN Statutes Section 433.04.

A motion to not waive the monetary limits and authorizing the Mayor's signature on the Liability Coverage Waiver Form.

<p>FINANCIAL IMPLICATIONS:</p> <p>Funding Sources & Uses: _____</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>	<p>ADVISORY BOARD RECOMMENDATIONS:</p> <p>Other _____</p>
---	--

Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

Mayer
LMCIT Member Name

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.
- The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting 10/10/16

Signature _____

Position Mayor

BARGEN

INCORPORATED

606 County Road 1
Phone (507) 427-2924
Mountain Lake, MN 56159



October 4, 2016

City of Mayer
Attn: Kyle Kuntz
413 Bluejay Avenue
PO Box 102
Mayer, MN 55360-0120

Kyle,

Thank you for the opportunity to explain the asphalt pavement maintenance services our firm offers and to provide you with a quote for your city streets. I am confident that you will find the services beneficial for your roads. I would like to explain the procedures our service crew uses.

Infrared Patching

The Infrared machine leaves a seamless patch, by heating up an entire 5x7 or 2 ½' x 12' area. The existing asphalt is raked in to the low areas and new virgin mix asphalt is added on the top surface. The final step is to roll the area to a smooth surface and left to cool.

Project Prices - Our price includes all materials, applicable taxes and labor to complete the project as explained.

Please note: The Customer is responsible for notifying the public that we will be working in your area.

Pavement maintenance can be extremely dusty and dirty work and we strongly encourage the public to keep their personal property at a strong distance away from our work zone. This will avoid any possible concerns for dust, debris or damage. A recommended distance would be 75 - 150 feet away from the work zone. An Insurance Certificate is available upon request.

Infrared Patching

43 manhole heats @ \$190.00 per heat = \$8,170.00.

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Bargaen Inc. may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if any attorney is retained for collection) shall be added to the unpaid balance. Bargaen Inc. reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Bargaen Inc. when due.

This Proposal/Contract may be withdrawn by Bargaen Inc. if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.

MAYER, MN
General Fund EXP 2016
 Current Period: October 2016

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget
FUND 100 GENERAL FUND				
Dept 43100 Hwys, Streets, & Roads				
E 100-43100-100 Wages and Salaries	\$25,943.46	\$25,080.00	\$17,874.55	\$62,138.00
E 100-43100-120 Employer Contrib Ret	\$1,857.37	\$1,880.00	\$1,340.60	\$4,660.50
E 100-43100-131 Employer Paid Health	\$1,320.00	\$1,900.00	\$990.00	\$9,000.00
E 100-43100-133 Employer Paid Dental	\$239.09	\$249.00	\$191.05	\$778.40
E 100-43100-134 Employer Paid Life	\$20.71	\$21.00	\$15.53	\$62.40
E 100-43100-180 Employee Withholdings	\$1,984.70	\$1,920.00	\$1,367.43	\$4,755.00
E 100-43100-208 Training and Instruction	\$597.00	\$1,000.00	\$445.97	\$1,000.00
E 100-43100-210 Operating Supplies	\$1,445.31	\$750.00	\$532.86	\$750.00
E 100-43100-212 Motor Fuels	\$2,919.09	\$3,000.00	\$1,658.74	\$3,000.00
E 100-43100-300 Professional Svcs	\$0.00	\$0.00	\$1,800.00	\$0.00
E 100-43100-303 Engineering Fees	\$3,481.00	\$0.00	\$0.00	\$0.00
E 100-43100-304 Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00
E 100-43100-310 Contract Services	\$0.00	\$2,400.00	\$1,200.00	\$2,000.00
E 100-43100-321 Telephone	\$169.33	\$180.00	\$168.31	\$180.00
E 100-43100-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$150.00
E 100-43100-360 Insurance (GENERAL)	\$0.00	\$2,000.00	\$0.00	\$2,000.00
E 100-43100-400 Repairs & Maint Cont	\$14,467.19	\$15,000.00	\$7,234.85	\$15,000.00
E 100-43100-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$32.78	\$0.00
E 100-43100-500 Capital Outlay (GENERAL)	\$44,644.97	\$67,000.00	\$15,997.86	\$20,000.00
Dept 43100 Hwys, Streets, & Roads	\$99,089.22	\$122,380.00	\$50,850.53	\$125,474.30
FUND 100 GENERAL FUND	\$99,089.22	\$122,380.00	\$50,850.53	\$125,474.30

REQUEST FOR CITY COUNCIL ACTION

Meeting Date:	October 10, 2016
Item Name:	Community Center Stove
Originating Department:	Administration
Presented by:	Luayn Ruch-Hammond

Previous Council Action (if any):

Item Type (X only one):	Consent	Regular Session	<input checked="" type="checkbox"/> X	Discussion Session
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RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)

A motion authorizing staff to purchase a stove in the amount of \$2,032.50 plus shipping.

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)

Staff has obtained the attached quotes for a new stove and hood for the Community Center kitchen.

The new stove would be a 6 burner stove at a cost of \$2,032.50 plus shipping. The person also did a site visit and recommended that since the exhaust hood appears to work that changing out the filters for new filters would be a good idea.

Staff will also have the remove the two ovens that are currently not in use.

Staff is requesting authorization to purchase a stove.

FINANCIAL IMPLICATIONS:

Funding Sources & Uses:

Budget Information:

_____ Budgeted

_____ Non Budgeted

_____ Amendment Required

ADVISORY BOARD RECOMMENDATIONS:

Other _____

Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	

AZ RESTAURANT EQUIPMENT CO
 3804 BRICKTON ROAD
 PRINCETON, MN 55371

QUOTATION

Quote Number: 27280
 Quote Date: Oct 7, 2016
 Page: 1

Voice: 763 389-4345
 Fax: 763 389-5787

Quoted To:
 CITY OF MAYER
 413 BLUEJAY AVE
 PO BOX 102
 MAYER, MN 55360

Customer ID	Good Thru	Payment Terms	Sales Rep
CITY OF MAYER	11/6/16	Net Due	DOUG

Quantity	Item	Description	Unit Price	Amount
1.00	NEW	THERMA-TEK STANDARD OVEN 36" RANGE W/ 6 BURNERS - ON LEGS - NAT GAS *****	1,625.00	1,625.00
1.00	GAR_CASTERS2	EXPANDING CASTER SET - 4 PIECE 5 1/2 INCH SWIVEL E - 2 LOCKING 2 NON LOCKING *****	95.00	95.00
4.00	NEW	ALUMINUM BAFFLE FILTER FOR EXISTING HOOD - 19.5 X 19.5 X 1.5	30.00	120.00
1.00	FREIGHT	FILTER SHIPPING *****	17.50	17.50
1.00	AZDELIVERY	A-Z TRUCK DELIVERY	175.00	175.00
			Subtotal	2,032.50
			Sales Tax	139.73
			TOTAL	2,172.23

THERMA-TEK

R A N G E C O R P .

Therma-Tek Range Corp.
115 Rotary Drive, Valmont Industrial Park
West Hazleton, PA 18202



TMD36-6-1

(Optional casters shown)

NOTE: Ranges supplied with casters must be installed with an approved restraining device.

OPTIONAL FEATURES

- 6" (152.5 mm) swivel casters.
- Gas flex hose w/ quick disconnect and restraining device.
- Extra oven rack.
- Range based convection oven.
- 17" (432 mm) High Backguard.
No charge in lieu of high shelf.
- 10" (254 mm) Low Profile Backguard.
No charge in lieu of high shelf.
- Thicker griddle plates are optional.
- Thermostat controlled griddles.
- Hot tops 12" sections (305 mm).

GAS RESTAURANT RANGE 36"

GENERAL SPECIFICATIONS

Gas medium duty range 36" (914.5 mm) wide with full size oven accepting 18" x 26" (457 mm x 660 mm) sheet pans in either direction. Oven is heated by a heavy duty straight tube burner. Lift off cast iron open top burners. Individual top grates for each burner. Available 5/8 inch (16mm) thick griddle plate. Valve controlled or thermostatically controlled. Griddles are heated by a heavy duty straight burner. Available with hot tops in 12" (305 mm) sections. Hot tops are heated by heavy duty "H" burners. Aluminized oven interior. Stainless steel inner door panel and removable oven bottom. Fully stainless steel exterior. Single deck high shelf is standard.

STANDARD FEATURES

- Fully stainless steel exterior including single deck high shelf.
- 6" (152.5 mm) adjustable legs.
- 5" (127 mm) stainless steel front rail.
- Gas pressure regulator.
- One year limited parts and labor warranty.

OVEN

- Heavy gauge welded frame construction.
- Aluminized oven interior. Stainless steel inner door panel and removable oven bottom.
- Oven dimensions 26¼" wide, 27" deep, 14 5/16" high (667 mm x 686 mm x 363.5 mm).
- Removable chrome plated oven side racks, on range-based convection oven only.
- One chrome plated oven rack.
- Ribbed oven door for added strength.
- Thermostat is adjustable from 150° F to 500° F (66° C to 260° C).
- Heavy duty straight tube burner @ 30,000 BTU's (8.79 kW).
- Push button spark igniter for pilot.

OPEN TOP BURNERS

- Cast iron lift off burners rated at 30,000 BTU's (8.79 kW).
- Spill-proof pilot ignition system.
- Individual cast iron top grates.
- Controlled by a brass valve with infinite adjustment.

GRIDDLES

- 5/8" (15.875 mm) thick polished steel plate.
- 21½" (546 mm) working depth.
- Spatula width grease trough.
- One heavy duty straight burner per 12" (305 mm) section @ 30,000 BTU's (8.79 kW).
- Each 12" (305 mm) section is controlled by a valve or a thermostat.
- Manual control is standard.
- Thermostat control is optional. One thermostat controls up to 24" section.
- Large capacity grease container with integral lid.

HOT TOP

- Heavy cast hot top available in 12" (305 mm) sections.
- Heavy duty "H" burner per 12" (305 mm) section @ 20,000 BTU's (5.86 kW).
- Hot top surface is level with open top burners for easy movement of pots.

RADIANT CHAR BROILER

- Cast iron H-type burner per 12" section; at 30,000 BTU/hr (8.79kW).
- Heavy cast-iron radiants with multiple heat sinks.
- Heavy-duty cast-iron grates for maximum heat retention.
- Single piece precision brass valves with infinite heat control.

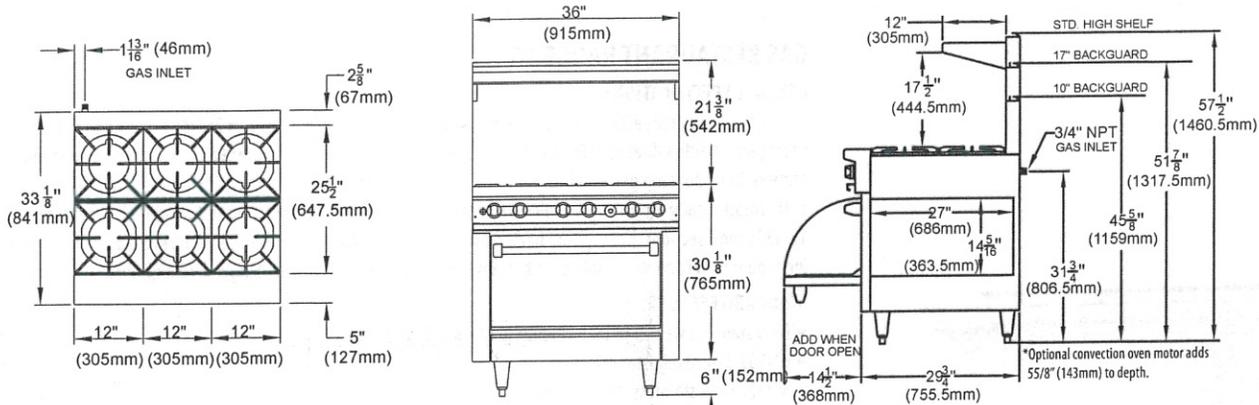
CHAR-ROCK BROILERS

- Cast iron H-type burner per 12" section; at 30,000 BTU/hr (8.79kW).
- High quality lava rocks on cast iron supports provide maximum heat.
- Burners protected by heat shield to prevent blockage of ports and pilots.
- Heavy-duty cast-iron grates for maximum heat retention.
- Single piece precision brass valves with infinite heat control.

GAS RESTAURANT RANGE 36"



Therma-Tek Range Corp.
 115 Rotary Drive, Valmont Industrial Park
 West Hazleton, PA 18202



Crated Dimensions			
Width	Depth	Height	Cubic Feet
45"	45"	41 1/4"	37
(1143mm)	(1143mm)	(1048mm)	

Entry Clearance	
Crated	Uncrated
46"	34"
(1168mm)	(864mm)

Uncrated Exterior Dimensions			Oven Interior Dimensions			Installation Clearances From Combustibles		
Height (w/highshelf)	Width	Depth*	Height	Width	Depth	Open Burner	Sides	Rear
57 1/2"	36"	33 1/8"	145/16"	26 1/4"	27"		12"	6"
(1461mm)	(914.5mm)	(841mm)	(364mm)	(667mm)	(686mm)	Griddle, Hot Top, Char Broiler	6"	6"
							(152.5mm)	(152.5mm)

Input Rating Per Burner Type (Natural and Propane Gas)						Operating Manifold Gas Pressure							
Open		Griddle		Char Broiler		Hot Top		Oven		Natural		Propane	
BTU	kW	BTU	kW	BTU	kW	BTU	kW	BTU	kW	"WC	mbar	"WC	mbar
30,000	8.79	30,000	8.79	30,000	8.79	20,000	5.86	30,000	8.79	5	12.45	10	24.9

Model Number	Description	Total BTU/Hr	Gross Weight	
			Lbs.	Kg
TMD36-6-1	Six open burners with 26" oven	210,000	535	243
TMD36-6-0	Six open burners with storage base	180,000	505	230
TMD36-12G-4-1	12" griddle, four open burners with 26" oven	180,000	550	250
TMD36-12G-4-0	12" griddle, four open burners with storage base	150,000	535	243
TMD36-24G-2-1	24" griddle, two open burners with 26" oven	150,000	590	268
TMD36-24G-2-0	24" griddle, two open burners with storage base	120,000	565	257
TMD36-36G-1	36" griddle with 26" oven	120,000	610	277
TMD36-36G-0	36" griddle with storage base	90,000	585	266

NOTE: Add suffix "N" for natural gas, and "L" for propane.
Installation Notes
 This product is NOT approved for residential use.
 Please advise us of installation over 2000ft. (610m) altitude.
 Installation clearance reduction applies only where local codes permit.
 All Therma-Tek products are covered by a one year limited parts and labor warranty.
 A detailed warranty is included with the appliance or is available upon request.
 Installation and/or operation by other than manufacturer's recommendations may void warranty.
 Because of continuing product improvement, these specifications are subject to change without notice.



Printed March 2014
 Printed in the USA