

CITY OF MAYER
REGULAR CITY COUNCIL MEETING
AGENDA
Monday
April 25, 2016
6:30 PM

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

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment
Presentation of Certificate to Krista Goedel on the Planning Commission
4. Consent Agenda
 - 4.1. Approval of the minutes for the April 11, 2016 Regular Council Meeting
 - 4.2. Approval of the minutes for the April 11, 2016 Work Session Meeting
 - 4.3. Approval of the minutes for the April 18, 2016 Special Council Meeting
 - 4.4. Approval of the minutes for the March 8, 2016 Park Board Meeting
 - 4.5. Additional Claims for the month of April
 - 4.6. Approval of the Sheriff's Department Report for the month ending March 2016
 - 4.7. Authorization of the Mayor's signature on the contract with Municipal Development Group
5. Staff Reports
 - 5.1. Public Works
 - 5.2. City Engineer
 - 5.3. Sheriff's Department
 - 5.4. City Administration
First Quarter Financials
6. City Administrator
 - 6.1. Approval of Purchase and Installation of Signs in Parks
 - 6.2. Approval of addendum to purchase agreement for 409 Shimmcor
 - 6.3. Approval of Park Board Recommendation for Discovery Park
 - 6.4. Approval of Revised purchase agreement with Casey's for 314 Ash Avenue South
 - 6.5. Approval of Wayzata Timing Contract for Mayer 5K
 - 6.6. Approval of Mayer Moxie 5K Prizes
 - 6.7. Approval of Resolution 4-25-2016-16 Appointment of Janelle Gildemeister as Deputy City Clerk
 - 6.8. Approval of Liquor License for Barrelz Incorporated 212 Ash Avenue N
7. For Your Information
8. Council Reports
9. Other Business
10. Adjournment

Work Session April 25, 2016 Immediately Following Regular Council Meeting

UPCOMING MEETINGS

Planning Commission Meeting 6:30 PM Tuesday, May 3, 2016

Regular Council Meeting 6:30 PM Monday May 9, 2016

Park Board Meeting 6:30 PM Tuesday, May 10, 2016

Regular Council Meeting 6:30 PM Monday May 23, 2016

City Offices Closed Monday May 30, 2016 in Observance of Memorial Day

*This certificate is awarded to
Krista Goedel*

*For your dedicated service
to the City of Mayer and the
Mayer Planning Commission since 2007.*

*Thank you
On behalf of the Mayer City Council*

Gerald W. Thomas, Mayor

Dated this 25th Day of April, 2016

MAYER CITY COUNCIL MEETING MINUTES – APRIL 11, 2016

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

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

ABSENT: None

STAFF: City Administrator Ruch-Hammond and Clerk Maetzold

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Mike Dodge, Jeff Jackson, Chad Zaback, Cassie Vogt, Rachel Bender, Julie Sweeny, Ron Wilke

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

MOTION was made by Council Member Stieve-McPadden and seconded by Council Member Osborn to approve the agenda as presented. Motion Carried 5/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

After some discussion, a MOTION was made by Council Member McNeilly and seconded by Council Member Boder to approve the Consent Agenda as presented. Motion Carried 5/0.

1. Approval of the Minutes for the March 28, 2016 Regular Council Meeting.
2. Approval of the Minutes for the January 5, 2016 Planning & Zoning Commission Meeting.
3. Approval of the Minutes for the February 8, 2016 Commission for a Lifetime Meeting.
4. Approval of the Claims for the Month of April 2016.
5. Approval of the Check Summary for the Month of March 2016.
6. Approval of the Building Permit Report for the Month ending March 2016.
7. Approval of the Fire Department Report for the Month ending March 2016.
8. Approval of Resolution 04-11-2016-17 Appointing Barney Johnson to the Planning Commission.

CITY ADMINISTRATOR

1. **Action on Tax Forfeited Property 113 5th St NW** – The City has received notice from Carver County on the tax forfeited property at 113 5th St NW. The City has three possible actions: 1) Purchase the property for \$3,000; 2) Decide on a public purpose for the property and have it withheld; 3) the Council needs to approve the sale price for the property.

If the City approves the sale of the property, the prior street and utility assessment of \$16,471.52 can be reassessed to the property. Another expense that the City has with this property is the clean up. The City applied for a DEED grant of which there was a 25% match. The total of the City's contribution or 25% was \$6,783.04. An additional cleanup expense was the emergency cleanup from the oil spill on April 20, 2013 where the City was ordered by MPCA to conduct a cleanup and pumping of an unknown oil tank. That cost to the City was \$7,577.02. The City did apply for Petrofunds, but the application was denied. Staff is currently waiting for a change in legislation to reapply for cleanup funds and is also working with the outstanding insurance claim on this issue.

After some discussion, a MOTION was made by Council Member Osborn and seconded by Council Member Boder to approve the classification and sale of the property at 113 5th St NW and to reassess the original street assessment to the property. Motion Carried 5/0

2. **Approval of Ordinance #207 Tree and Landscaping Requirements for the C-1 General Commerce, C-2 Central Business, C/I Commercial/Industrial and P/I Public/Institutional Districts** – After receiving Ordinance #207 back from the Planning Commission with no changes, a MOTION was made by Council Member McNeilly and seconded by Mayor Thomas to approve Ordinance #207 as presented. Motion Carried 4/1 (Osborn).

OTHER BUSINESS

The Council was reminded that they have a joint meeting with the Park Board Tuesday April 12th at 6:30 p.m.

COUNCIL REPORTS

- Council Member McNeilly reported on a Community Ed meeting. Discussion included how to include the City of Mayer in more activities and programs.

ADJOURN

There being no further business, A MOTION was made by Council Member Boder and seconded by Osborn to adjourn the meeting at 6:55 p.m. Motion Carried 5/0.

Gerald W. Thomas, Mayor

Attest: _____
Lois A. Maetzold, City Clerk

MAYER CITY COUNCIL WORK SESSION MINUTES – APRIL 11, 2016

Call Work Session to order at 8:17 p.m. by Mayor Thomas

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

ABSENT: None

STAFF: City Administrator Ruch-Hammond and Clerk Maetzold

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Mike Dodge, Jeff Jackson, Chad Zaback, Cassie Vogt, Rachel Bender, Julie Sweeny, Ron Wilke

1. **Joint Discussion with Watertown Mayer Superintendent – Ron Wilke:** Watertown Mayer School Superintendent Ron Wilke, three Board Members (Jeff Jackson, Cassie Vogt and Julie Sweeny) and Watertown-Mayer Community Education Director Rachel Bender met with the Mayer City Council at this work session to begin discussions on how to increase a purposeful expanded presence of the Watertown Mayer School District in the City of Mayer. Wilke reviewed the Watertown-Mayer Public Schools Strategic Roadmap for 2016 – 2019 with the Council. Several areas of potential partnering were discussed. Issues with busing and the length of the routes were questioned. The group found this meeting beneficial and will make plans to continue in some format.
2. **Discussion on Ordinance to Regulate Residency of Level III Sex Offender Ordinance:** This year's Legislature is looking to change procedures regulating registered level 3 sex offenders. It was brought up that the City may want to review their current ordinance. The Council decided to wait until potential changes are made before drafting a new ordinance.
3. **Discussion of Support for a Waconia Senior Center:** Mayor Thomas and Administrator Ruch-Hammond attended a meeting at Waconia held by a group of Waconia Community members who have come together and formed the Waconia Senior Center Task Force. Their goal is to explore options for locations, funding, activities, services and partnerships to help create a Senior Center to serve Waconia and its surrounding areas. The number of Carver County residents age 65 and over is expected to quadruple, increasing from 5,246 in 2000 to 24,490 in 2030. The Council discussed sending a Letter to the Waconia Senior Center Task Force in support of their efforts.

MEETING ADJOURNED

There being no further business, the work session was adjourned at 7:42 p.m.

Gerald W. Thomas, Mayor

Attest:

Lois A. Maetzold, City Clerk

MAYER CITY SPECIAL COUNCIL MEETING MINUTES -- APRIL 18, 2016

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

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

ABSENT:

STAFF: City Administrator Ruch-Hammond, and Clerk Maetzold

The Council assigned interview questions and reviewed the procedure for this evening's interviews for Deputy Clerk/Utility Billing Clerk.

INTERVIEWS FOR DEPUTY CLERK/UTILITY BILLING CLERK

The following were interviewed for the above position. Each interview was followed by a period of time for the Council to discuss the interview:

- Meagan Donahue
- Amanda Johnson
- Twyla Menth
- Janell Gildemeister

Following the completion of the interviews, the Council deliberated and came to a unanimous decision to offer the position to Janell Gildemeister at \$18.00 per hour pending contacting references and background check. Pending outcome, the Council will ratify the hiring of Janell Gildemeister by Resolution at the April 25th Council meeting.

OTHER BUSINESS

- None

ADJOURN

There being no further business, the meeting was adjourned at 9:07 p.m.

Gerald W. Thomas, Mayor

Attest:

Lois A. Maetzold, City Clerk

CITY OF MAYER
PARKS & RECREATION COMMISSION
MEETING MINUTES
Tuesday, March 8, 2016

Commission Members Present: Commission Members Nate McNeilly, Mike Dodge and Elizabeth Butterfield.

Commission Members Absent: Council Liaison Bruce Osborn

Others Present: Troy Congdon and Alisa Johnson

Staff Present: Kyle Kuntz, Public Works and Luayn Ruch-Hammond, City Administrator.

I. CALL TO ORDER

Meeting was called to order at 6:35 PM by Chair Dodge.

II. ADOPT AGENDA

On a motion by Commissioner McNeilly and seconded by Commissioner Butterfield to approve the agenda with the addition of discussion on candidates for Park Board. Motion carried 3/0.

III. MINUTES/BUDGET/CIP

On a motion by Commissioner Butterfield and seconded by Commissioner McNeilly to approve the minutes of the February 23, 2016. Motion carried 3/0.

Budget and Capital Improvement Plan

On a motion by Commissioner McNeilly and seconded by Commissioner Butterfield to approve the February budget. Park Board acknowledged receipt of the 2016 Capital Improvement Plan.

BUSINESS

Public Works Report on Parks

Public works presented first quarter report to the Park Board. The goal for 2016 is "No more weeds." Public works will be completing several tasks the next couple of months the following is a list.

1. Addition of engineered mulch to all of the playground areas in the parks. Found a source for mulch at \$17 per yard but will have to purchase a semi load.
2. Will solicit quotes for the curbing for Discovery Park but will find out if the City can get a discount if all the playground equipment in all the parks had surround installed.
3. Rebidding the spraying and fertilizing of all of the parks.
4. Will be placing mulch around the trees and several trees need to be replaced. Will come forward with the location and a price for trees.
5. Several trail areas that need to be patched or repaired.
6. Will have a contractor inspect and repair heads on the irrigation system on the ball field before starting it up.
7. Will be presenting the park vehicle to the City Council on March 14, 2016.

Staff reported that all of the playground equipment is good no repairs needed. Skate park garbage can was destroyed.

Outdoor Recreation Grant

On a motion by Commissioner Butterfield and seconded by Commissioner McNeilly to recommend to the City Council that a grant application for the Outdoor Recreation Grant program be submitted for West Ridge Park for a park shelter and parking lot. Motion carried 3/0.

Maintenance Plan for Parks

Park Board okay with the maintenance plan will review in 2017.

Interview of Potential Park Board Members

City has received two applications for park board members. Park Board had each of the members come to the meeting.

Troy Congdon has an interest to be involved in the community. He has experience as a business person and his background he is familiar with City Parks.

Alisa Johnson has an interest in the parks because she uses them almost on a daily basis. She visits other parks in other cities and has ideas of how the parks could be more utilized.

On a motion by Commissioner Butterfield and seconded by Commissioner McNeilly to recommend to the City Council the appointment of Alisa Johnson to the Park Board. Motion carried 3/0.

Repurpose of Public Works Building

This item will be discussed at the joint meeting on April 12, 2016 with the City Council.

Discussion on 5K

On a motion by Commissioner Butterfield and seconded by Commissioner McNeilly to have a 5K on Saturday June 11, 2016 at 9 am with Wayzata Results timing the event, an entrance fee of \$25 and to offer t-shirts. Motion carried 3/0. The details of the t-shirts and deadline will be determined at the next meeting. Along with additional signage. Staff was directed to advertise the 5K on all of the same venues as last year.

Plan for Downtown Beautification

Discussion about who should be the lead on downtown beautification. Park board thinks it should be left with them because City Council is more of a policy board. Will discuss further with the City Council at the April 12 joint meeting.

June Movie date and Movie titles

Set the June movie date as Saturday June 11, 2016 at 7 PM. Moved the decision on the movie titles to the next meeting.

Topics for discussion with City Council

At the joint meeting with the City Council the Park Board will be addressing:

1. Park Board Capital Improvement Plan for 2017
2. City Beautification
3. Repurpose of Public Works building in Old Schoolhouse Park - Park Shelter?
4. Hockey Rink

Commissioners Report

Commissioner McNeilly stated that the parks look pretty good the best they have in a long time.

Staff Report

None

Next meeting

Next Park Board meeting will be April 12, 2016.

Adjournment

On a motion by Commissioner McNeilly and seconded by Commissioner Butterfield to adjourn the meeting at 7:40 PM. Motion carried 3/0.

MAYER, MN

04/21/16 1:16 PM

Page 1

*Claim Register©

04/25/16 PAY

April 2016

Claim Type	Direct				
Claim#	12555 POSTMASTER	Ck# 019780	4/12/2016		
Cash Payment	E 620-49440-322 Postage Invoice	POSTAGE - MARCH UTILITY BILLS			\$104.52
Cash Payment	E 640-49490-322 Postage Invoice	POSTAGE - MARCH UTILITY BILLS			\$104.53
Transaction Date	4/12/2016	Security Bank	10100	Total	\$209.05
Claim#	12556 KLUVER CONSULTING	Ck# 019781	4/13/2016		
Cash Payment	E 640-49480-300 Professional Svcs Invoice 7-16	service contract for wwtf 4/1-15/16			\$900.00
Transaction Date	4/13/2016	Security Bank	10100	Total	\$900.00
Claim#	12557 UTILITY CONSULTANTS, INC.				
Cash Payment	E 640-49480-385 Testing, and Lab Services Invoice 91578	WATER SAMPLES			\$0.00
Cash Payment	E 620-49440-215 Samples Invoice 91578	WATER SAMPLES			\$40.00
Transaction Date	4/18/2016	Security Bank	10100	Total	\$40.00
Claim#	12558 UTILITY CONSULTANTS, INC.				
Cash Payment	E 640-49480-385 Testing and Lab Services Invoice 91579	WWTF SAMPLES			\$1,722.20
Cash Payment	E 620-49440-215 Samples Invoice 91579	WWTF SAMPLES			\$0.00
Transaction Date	4/18/2016	Security Bank	10100	Total	\$1,722.20
Claim#	12559 FLAGSHIP RECREATION				
Cash Payment	E 100-45000-500 Capital Outlay (GENERAL) Invoice F6004	OODLE SWING, INSTALL & DELIVERY			\$6,150.00
Transaction Date	4/18/2016	Security Bank	10100	Total	\$6,150.00
Claim#	12560 METRO WEST INSPECTION SERVIC				
Cash Payment	E 100-42400-300 Professional Svcs Invoice	MARCH 2016 BLDG INSP			\$4,597.62
Transaction Date	4/18/2016	Security Bank	10100	Total	\$4,597.62
Claim#	12561 ABDO EICK & MEYERS LLP				
Cash Payment	E 100-41000-301 Auditing and Acct g Servic Invoice 364575	BALANCE OF 2015 AUDIT			\$5,100.00
Transaction Date	4/18/2016	Security Bank	10100	Total	\$5,100.00
Claim#	12562 MINNESOTA DEPARTMENT OF REV	Ck# 004186E	4/13/2016		
Cash Payment	E 100-49570-450 Sales Tax Payment Invoice 1ST QTR 2016	1ST QTR SALES TAX			\$223.00
Transaction Date	4/18/2016	Security Bank	10100	Total	\$223.00
Claim#	12563 POSTMASTER				
Cash Payment	E 100-41000-322 Postage Invoice PERMIT 2016	PERMIT #16 ANNUAL FEE			\$215.00
Transaction Date	4/18/2016	Security Bank	10100	Total	\$215.00
Claim#	12564 MCLEOD COOP POWER ASSN	Ck# 004187E	4/28/2016		
Cash Payment	E 100-43160-381 Electric Utilities Invoice	CITY SIGN			\$37.73

MAYER, MN

04/21/16 1:16 PM

Page 2

*Claim Register©

04/25/16 PAY

April 2016

Transaction Date	4/18/2016	Security Bank	10100	Total	\$37.73
Claim#	12565 MCLEOD COOP POWER ASSN		Ck# 004188E 4/28/2016		
Cash Payment	E 100-43160-381 Electric Utilities	STREET LIGHTS			\$592.50
	Invoice				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$592.50
Claim#	12566 TOTAL ENERGY SYSTEMS, LLC				
Cash Payment	E 620-49410-400 Repairs & Maint Cont	WTP MAINTENANCE			\$1,162.00
	Invoice 270595				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$1,162.00
Claim#	12567 XCEL ENERGY		Ck# 004189E 4/29/2016		
Cash Payment	E 100-43160-381 Electric Utilities	STREET LIGHTS			\$1,751.19
	Invoice 496152991				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$1,751.19
Claim#	12568 BOLTON MENK INC				
Cash Payment	E 100-41000-303 Engineering Fees	MISC DEVELOPMENT REVIEW			\$912.00
	Invoice 188796				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$912.00
Claim#	12569 BOLTON MENK INC				
Cash Payment	E 100-41000-303 Engineering Fees	MISC ENGINEERING			\$260.00
	Invoice 188797				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$260.00
Claim#	12570 BOLTON MENK INC				
Cash Payment	G 800-20202 Hidden Creek	HIDDEN CREEK 6TH ADDN			\$76.00
	Invoice 188798				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$76.00
Claim#	12571 BOLTON MENK INC				
Cash Payment	E 650-49500-303 Engineering Fees	MAYER WETLAND PROJECT			\$759.00
	Invoice 188799				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$759.00
Claim#	12572 R & V SERVICE				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	HALOGEN BULB, ALIGN FORD RESCUE DOOR			\$172.00
	Invoice 150182				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$172.00
Claim#	12573 R & V SERVICE				
Cash Payment	E 100-43100-400 Repairs & Maint Cont	CHEV DUALY - TIRE REPAIRS, UNLOCK F150			\$31.00
	Invoice 140836				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$31.00
Claim#	12574 R & V SERVICE				
Cash Payment	E 100-42260-400 Repairs & Maint Cont	GAMMA GOAT BATTERIES			\$358.05
	Invoice 140436				
Transaction Date	4/18/2016	Security Bank	10100	Total	\$358.05
Claim#	12575 MYRON TAYLOR				

MAYER, MN

04/21/16 1:16 PM

Page 3

*Claim Register©

04/25/16 PAY

April 2016

Cash Payment	E 100-49505-100 Wages and Salaries	3 COMPOST HOURS 4/20/16		\$30.00
Invoice				
Transaction Date	4/18/2016	Security Bank	10100	Total \$30.00
Claim#	12576 NORVILLE LUEBKE			
Cash Payment	E 100-49505-100 Wages and Salaries	4 COMPOST HOURS 4/23/16		\$40.00
Invoice				
Transaction Date	4/18/2016	Security Bank	10100	Total \$40.00
Claim#	12577 CENTERPOINT ENERGY Ck# 004190E 4/29/2016			
Cash Payment	E 620-49410-383 Gas Utilities	WTP		\$47.25
Invoice				
Transaction Date	4/18/2016	Security Bank	10100	Total \$47.25
Claim#	12578 CENTERPOINT ENERGY Ck# 004191E 4/29/2016			
Cash Payment	E 640-49480-383 Gas Utilities	WWTP		\$741.77
Invoice				
Transaction Date	4/18/2016	Security Bank	10100	Total \$741.77
Claim#	12579 CENTERPOINT ENERGY Ck# 004192E 4/29/2016			
Cash Payment	E 100-41940-383 Gas Utilities	COMM CTR		\$489.98
Invoice				
Transaction Date	4/18/2016	Security Bank	10100	Total \$489.98
Claim#	12580 CENTERPOINT ENERGY Ck# 004193E 4/29/2016			
Cash Payment	E 100-42280-383 Gas Utilities	FIRE DEPT		\$219.92
Invoice				
Transaction Date	4/18/2016	Security Bank	10100	Total \$219.92
Claim#	12581 MOBIL - EXXON/MOBIL			
Cash Payment	E 100-43100-212 Motor Fuels	MARCH 2016 STATEMENT		\$113.47
Invoice XXX75604				
Cash Payment	E 100-42260-212 Motor Fuels	MARCH 2016 STATEMENT		\$168.28
Invoice XXX75604				
Transaction Date	4/18/2016	Security Bank	10100	Total \$281.75
Claim#	12582 PINE PRODUCTS INC			
Cash Payment	E 100-45000-530 City Beautification	CITY SIGN MULCH		\$56.00
Invoice 80653				
Transaction Date	4/18/2016	Security Bank	10100	Total \$56.00
Claim#	12583 DOODLES LOCK & KEY INC			
Cash Payment	E 100-43700-400 Repairs & Maint Cont	3 LOCKS REKEYED		\$24.00
Invoice				
Transaction Date	4/18/2016	Security Bank	10100	Total \$24.00
Claim#	12584 HACH COMPANY			
Cash Payment	E 620-49410-216 Chemicals and Chem Prod	FLUORIDE		\$146.76
invoice 9881989				
Transaction Date	4/18/2016	Security Bank	10100	Total \$146.76
Claim#	12585 JERRYS TRANSMISSION SERVICE			
Cash Payment	E 100-42260-400 Repairs & Maint Cont	SERVICE PUMP - REPLACE SMALL DOOR GASKET L10 CUMMINS		\$175.85

Invoice 0026717

MAYER, MN

04/21/16 1:16 PM

Page 4

***Claim Register©**

04/25/16 PAY

April 2016

Transaction Date	4/19/2016	Security Bank	10100	Total	\$175.85
Claim#	12586 AME ELECTRIC INC				
Cash Payment	E 100-41940-400 Repairs & Maint Cont	REPLACE WALL PACK LIGHT WITH PHOTO EYE BY DUMPSTER - COMM CTR			\$245.00
	Invoice 2702				
Transaction Date	4/19/2016	Security Bank	10100	Total	\$245.00
Claim#	12587 VISA				
Cash Payment	E 100-43100-400 Repairs & Maint Cont	P/W - AIR HOSE EQUIP			\$106.93
	Invoice 31039				
Cash Payment	E 100-41000-200 Office Supplies	BULB FOR PROJECTOR			\$175.00
	Invoice 5191				
Cash Payment	E 100-41000-200 Office Supplies	COPY PAPER, MISC SUPPLIES			\$194.69
	Invoice 830086162				
Cash Payment	E 100-41000-322 Postage	GENERAL POSTAGE			\$3.45
	Invoice 076				
Cash Payment	E 620-49440-322 Postage	WATER SAMPLE			\$3.40
	Invoice 102				
Cash Payment	E 100-41920-500 Capital Outlay (GENERAL)	SALES TAX CR COMPUTERS			-\$128.16
	Invoice 5703944				
Cash Payment	E 100-43100-500 Capital Outlay (GENERAL)	SALES TAX CR COMPUTERS			-\$50.73
	Invoice 5703944				
Cash Payment	E 100-43100-500 Capital Outlay (GENERAL)	SALES TAX CR COMPUTERS			-\$41.54
	Invoice 57039045				
Cash Payment	E 640-49480-500 Capital Outlay (GENERAL)	SALES TAX CR COMPUTERS			-\$20.76
	Invoice 57039045				
Cash Payment	E 620-49440-322 Postage	POSTAGE FOR HANDHELD			\$14.95
	Invoice 017				
Transaction Date	4/19/2016	Security Bank	10100	Total	\$257.23
Claim#	12588 OWENS COMPANIES, INC.				
Cash Payment	E 640-49480-404 Repairs/Maint Machinery/E	SPRING INSPECTION - WWTF MINI-SPLIT COOLING UNIT			\$300.00
	Invoice 67232				
Transaction Date	4/21/2016	Security Bank	10100	Total	\$300.00
	Claim Type	Direct		Total	\$28,323.85

Pre-Written Checks	\$5,212.39
Checks to be Generated by the Compute	\$23,111.46
Total	\$28,323.85

COUNCIL APPROVAL -
SIGNATURES/INITIALS _____



City of Mayer

March - 2016

Listed below is a description of each of the different classifications of calls for service which the Carver County Sheriff's Office received and processed for your area.

CRIMINAL

Part I Crimes	
Arson	Intentionally destroy property by fire
Assault - Aggravated	Assault where substantial injury is caused or deadly weapon used
Burglary	Unlawful entry into a structure to commit a crime
Homicide	Intentional taking of a persons life
Robbery	Taking of property in the presence of another with use of force
Sex Crime - felony	Forcible sexual assault, All felony sex crimes.
Theft	Taking of property, stealing
Theft - Vehicle	Theft of a motorized vehicle

Part II Crimes	
Abuse/Neglect	Chargeable abuse or neglect of children or adults
Assault	Altercation between parties where actual physical harm occurred
Court Order Violations	Violation of court orders
Disturb Peace	Chargeable disturbance of peace. Harassment, disorderly conduct
Drug Violation	All drug violations: possession of, sale of, manufacture of
Gambling	Unlawful operate, promote or assist in the operation of gaming.
Liquor Laws	Illegal Consumption, sale or possession of liquor.
Misc. Criminal	Minor offenses that do not fall under any other classification
Property Damage	All damage to property including vandalism, littering and trespassing on property
Runaway	Juvenile runaway
Sex Crimes	Misc. sex crimes: criminal sexual conduct, sexual abuse, pornography, indecent exposure. (non felony sex crimes)
Suspicious Activity	Suspicious activity where charges result.
Theft - Related	Fraud, credit card theft, ID theft, issuance on bad check, counterfeiting, swindle
Traffic - Alcohol	Traffic stop or accident involving a driver under the influence of alcohol or drugs
Traffic - Other	Traffic stop that results in a traffic criminal charge - DAC-IPS, Hit and Run
Weapons	Violation of manufacture, sale, purchase, transport, use of firearm.

NON-CRIMINAL	
Abuse/Neglect (NC)	Investigation of abuse or neglect of a child or adult where no charges are filed.
Alarm	Checking on an alarm at a private residence or business
Animal	Animal bites, stray animals. All calls involving animals
Assist other Agency	Assist other law enforcement office, state patrol or government departments
Auto Accd - Fatality	Auto accident in which a fatality occurred
Auto Accd - Injury	Auto accident in which injury and property damage occurred
Auto Accd - Prop Damage	Auto accident in which property damage occurred
Auto Accd - MV vs Deer	Auto accident involving a motor vehicle and deer
Background Record Checks	Records check for persons adopting a child, military, govt. employment, individual.
Boat & Water	All incidents involving boats, watercraft and/or lakes
Child Custody Dispute	Incidents involving dispute over child custody
Civil Process	Service of civil papers/court orders. Assist with civil stand by situations
Disturb Peace (NC)	Noise, harassments, disturbance of peace where charges are not filed
Domestic	Verbal argument between parties with relationship, where no charges are filed.
Driving Complaint	Complaints of bad driving behavior.
Drug - Information	Information regard drug activity. No charges filed
Fire Call	Fires and assist to fire departments
Gun Permit - Acquire	Application for a permit to purchase a handgun.
Gun Permit - Carry	Application for a permit to carry a handgun.
Gun Permit - Transfer	Applicaton for the transfer of one registered gun to another
Explosive/Firearms Dlr	Application for a permit for explosives or firearms dealer license.
House/Business Check	Check on residences or business when owners are away from property
License - Day Care	Background check for licensing day care
License - Foster Care	Background check for licensing foster care
License - Liquor	Background check for liquor licensing
License - Massage parlor	Background check for massage parlor licensing
License - Peddler	Background check for peddler licensing
Medical	Assist persons with medical issues, natural cause deaths
Mental Health	Suicides, 72 hr holds for mental health issues
Misc. Non. Criminal	General law enforcement questions: citizen assists, lost and found prop., civil matters, council packets and meetings, juv. disciplinary issues, etc
Missing Person	Missing / Lost person
Open Door	Located an open door to a business or residence
Prowler (NC)	Person on property who does not belong - window peeper. No charges filed
Sex Offender Tracking	Request from State to check location of registered sex offender
Snowmobile	All incidents involving snowmobiles
Suspicious Act (NC)	Suspicious persons, acts or vehicles - no charges
Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, parking violations, vehicle in the ditch and motorist assists.
Traffic - Radar Display	Traffic - Speed - Radar wagon
Traffic - Stops	All traffic stops initiated by officers
Transport	Transport persons for various reasons
Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
Warrant Issued	Warrant issued by Carver County Court Administration.
Warrant Service	Service of warrant for Carver County and other counties.

CARVER COUNTY SHERIFF'S OFFICE
City of Mayer
Month of March

	2016	2016
	MONTH	YTD
ARRESTS - #Incidents	0	2
ARRESTS - #Individual	0	3
CITATIONS - other	0	1
CITATIONS - traffic	2	7
CITATIONS - parking	0	0
TOTAL CITATIONS	2	8

WARNINGS (written)	0	0
WARNINGS (verbal)	15	39

CRIMINAL		
Part I Crimes		
Arson	0	0
Assault - Aggravated	0	0
Burglary	0	0
Homicide	0	0
Robbery	0	0
Sex Crimes - Felony	0	0
Theft	1	5
Theft - Vehicle	0	0
Total Part I Crimes	1	5

Part II Crimes		
Abuse/Neglect	0	0
Assault	1	1
Court Order Violation	0	0
Disturb Peace	0	0
Drug Violations	0	1
Gambling	0	0
Liquor Law Viol	0	1
Misc. Criminal	0	0
Property Damage	0	0
Runaway	0	0
Sex Crimes	0	0
Suspicious Activity	0	0
Theft - Related	0	1
Traffic - Alcohol	0	0
Traffic - Other	0	0
Weapons	0	0
Total Part II Crimes	1	4
TOTAL CRIMINAL	2	9

	2015	2015
	MONTH	YTD
	1	3
	2	4

	0	0
	5	15
	0	0
	5	15

	0	0
	20	60

	0	0
	0	0
	0	2
	0	0
	0	0
	0	0
	1	3
	0	0
	1	5

	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	2
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	2	2
	0	0
	2	4
	3	9

	2016	2016
	MONTH	YTD
NON-CRIMINAL		
Abuse/Neglect (not chargeable)	0	2
Alarm	0	4
Animal	3	9
Assist other Agency	1	2
Auto Accd - Fatality	0	0
Auto Accd - Injury	0	0
Auto Accd - Prop Damage	3	3
Auto Accd - MV & Deer	0	0
Background Records Check	0	0
Boat & Water	0	0
Child Custody Dispute	3	3
Civil Process	0	0
Dist. Peace (not chargeable)	1	4
Domestic (not chargeable)	0	0
Driving Complaints	1	1
Drug - Information Only	0	0
Fire Call	2	4
Gun Permit - Acquire	0	5
Gun Permit - Carry	5	10
Gun Permit - Transfer	0	0
Explosive/Firearms Dir Permit	0	0
House/Business Check	0	0
License - Day Care	0	0
License - Foster Care	0	0
License - Liquor	0	3
License - Massage Parlor	0	0
License - Peddler	0	0
Medical	3	9
Mental Health	0	0
Misc. Non. Criminal	4	9
Missing Person	0	0
Open Door	0	0
Prowler (not chargeable)	0	0
Sex Offender Tracking	0	0
Snowmobile	0	0
Suspicious Act (not chargeable)	5	5
Traffic - Misc	0	3
Traffic - Radar Display	0	0
Traffic - Stops	16	46
Transport	0	0
Unlock Veh/Bldg	0	0
Warrant Service	1	1
TOTAL NON-CRIMINAL	48	123

TOTAL REPORTED	50	132
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	2015	2015
	MONTH	YTD
	2	5
	1	3
	2	3
	1	1
	1	1
	0	0
	0	2
	0	0
	0	0
	0	0
	0	2
	0	1
	3	6
	0	2
	4	5
	0	1
	1	6
	2	4
	0	4
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	1	7
	0	2
	6	11
	0	0
	0	1
	0	0
	0	0
	0	0
	5	11
	1	3
	0	0
	24	73
	0	0
	0	0
	0	0
	54	157

TOTAL REPORTED	54	166
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Carver County Sheriff
Traffic Citations

From 03/01/2016 To 03/31/2016

Mayer City

<u>Beat</u>	<u>Citation Nr</u>	<u>Issued Date</u>	<u>Locatio n</u>	<u>Local Code</u>	<u>Charge Literal</u>	<u>Statute</u>	<u>Citation Type</u>
0500	100016001243	03/23/2016	Bluejay Av/Co Rd 30	9040	Speed	169.14.1	Traffic - Citation
0500	100016001282	03/25/2016	Fieldstone Pkwy/Hwy 25	9040	Speed	169.14.2(a)	Juv - Traffic Cit

TOTAL CITATIONS ISSUED: 2



**Carver County Sheriff's Office
Verbal Warnings
From: 03/01/2016 to 03/31/2016**

Mayer City

Animal: 1

Traffic Stop: 14

Grand Total Verbal Warnings: 15



April 11, 2016

Luayn Ruch-Hammond
City of Mayer
413 BlueJay Avenue
PO Box 102
Mayer, MN 55360

RE: Assignment of Contract

Dear Luayn:

After 15 years in business, we have decided to reorganize Municipal Development Group, Inc., due to a change in management. The address, phone numbers and emails will remain the same. John Anderson, Associate, will continue to be the consultant assigned to the City of Mayer.

In accordance with our Planning Contract with the City of Mayer, Section IV. Miscellaneous Provisions. A. Assignment, we respectfully request approval of the assignment of the contract from Municipal Development Group, Inc. to Municipal Development Group, LLC. I am enclosing two copies of a revised contract for your review and approval. The only change is the reference to the company name from Municipal Development Group, Inc. to Municipal Development Group, LLC. and the date, effective April 15, 2016.

The Federal Tax ID # for Municipal Development Group, LLC, should you need it, is:

If you have any questions, please do not hesitate to contact me at: 952-758-7399 or toll free at: 1-888-763-4462 or via email at: foustmdg@gmail.com

We look forward to continuing to work with you!

Thank you!

A handwritten signature in black ink that reads "Jo Foust".

Jo Foust
President

A handwritten signature in black ink that reads "John Anderson".

John Anderson
Associate

AGREEMENT FOR CITY OF MAYER 2017 COMPREHENSIVE PLAN UPDATE CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of April, 2016 by and between the City of Mayer, a Minnesota Municipal Corporation and Political Subdivision, hereinafter referred to as the "City" and Municipal Development Group, LLC., a Minnesota Limited Liability Company, hereinafter referred to as "MDG, LLC."

I. DEFINITIONS.

- A. City - The "City" shall be defined as the City of Mayer, a Minnesota Municipal Corporation and Political Subdivision.
- B. Company - The "Company" shall be defined as Municipal Development Group, LLC. (MDG), a Minnesota Limited Liability Company.
- C. Comprehensive Planning Consulting Services - "Comprehensive Planning Consulting Services" shall be defined as consulting services relating to the City of Mayer 2017 Comprehensive Plan update, including meetings with city staff, community leaders and the general public; preparation of materials for and attendance at meetings; preparation of the public hearing notice for the adoption of the Comprehensive Plan update and preparation of a final copy of the document.
- D. Project Fee - The "Project Fee" shall be defined as the flat fee charged for Comprehensive Planning Consulting Services, exclusive of additional reimbursable expenses. The Project Fee does include travel for eighteen meetings, ten copies of the final approved comprehensive plan.
- E. Reimbursable Expenses - "Reimbursable Expenses" shall be defined as the expenses associated with the Comprehensive Planning Consulting Services completed for the City including long-distance phone and fax charges, postage, photocopying, supplies directly related to the Comprehensive Planning Consulting Services, additional meetings and copies of the comprehensive plan. See Exhibit A – Reimbursable Expenses Rate Schedule, of this Agreement.

II. SCOPE OF SERVICES BY THE COMPANY.

The Company will work with the City, its staff, and the Planning Commission to complete the comprehensive plan update as outlined below. It is the intent of this agreement that there will be a close cooperative working relationship between the Company and the City.

1.0. Chapter 1 - Introduction. This chapter will include the purpose of the Plan, policies, background, scope, methodology and a summary of community input. Stakeholders meetings to be included.

- Conduct initial meetings with the City Administrator, City Staff, City Engineer, Public Works Director, etc.
- Obtain city wide input through the distribution of a community survey, tally the results and share with the Planning Commission and Council.

- Meet with the adjacent Township officials and Carver County to obtain their input regarding the City of Mayer's growth boundaries and coordinate with the Carver County plan.

2.0. Chapter 2 - Natural Resources (formerly Physical Profile). The geographical nature of the community in terms of a regional context along with an evaluation of the physical aspects of the City such as soils information, topographical elements and physical barriers to development will be included in this Chapter. This will include the identification of natural resources and habitat and development of policies to protect these features. This will include information from the DNR and Carver County. Information on historic sites and the protection of these will also be included. The Natural Resource data may be incorporated into the Land Use Chapter, if required by the Metropolitan Council's format.

3.0. Chapter 3 - Demographic Trends and Assumptions. This chapter will include a social profile, update historical population trends and projections incorporating the 2010 Census data and new MN State Demographer projections. Household and employment trends and projections will also be included. The Metropolitan Council system statement with population projections will be one of the methods noted. (John, I think this is the projection we HAVE to use)

4.0. Chapter 4 - Land Use. This chapter will include an analysis of current and forecasted consumption for the various types of land use, current acreages and percentages of each land use and prepare recommendations for each of the future land uses. This will also include the incorporation of land use projections to accommodate forecasted residential, commercial, industrial and public growth. If annexation agreements are achieved during the development of this plan, future land use boundaries will be developed with annexation boundaries.

- Conduct a "Visioning Workshop" to obtain input from the City Council, the various boards and commissions and area residents on the land use plan and items that affect their neighborhoods and the community (land uses, parks, transportation, utilities, etc).

5.0. Chapter 5 - Housing. This chapter will include an analysis of the current types of housing structures in the city as they relate to the state and other area communities, their market values, vacancies and household types. This chapter will incorporate any housing studies recently completed for the area and the Met Council's information on needed affordable housing.

6.0. Chapter 6 - Transportation. This chapter will include an analysis of the current street system within the city and plan for the future transportation needs of the city. Future roads will be planned for in relation to the future land use map. County and State Highway plans will be incorporated to meet regional transportation requirements. Coordination with the City Engineer will be needed for this chapter.

7.0. Chapter 7 Water Resources (formerly Public Facilities - Utilities). The Public Facilities Chapter will reference completed water, sanitary sewer and surface water management plans. The capacity of all utilities will be reviewed as they relate to current demands as well as forecasted demands with the proposed staging of growth and population increases in 2020, 2030 and 2040. Coordination with the City Engineer will be needed for this chapter.

8.0. Chapter 8 - Community Facilities and Public Services. The Community Facilities Chapter

will reference current and proposed public buildings and public boards and commissions and discuss future needs as the City grows.

9.0. Chapter 9 - Parks and Trails. This Chapter will include a summary of existing parks and facilities. The need for additional park land in the expanded growth areas and types of recreational amenities and/or open space that may be needed to serve the proposed land uses and increased population will be included along with references to the proposed county and regional recreational plans for parks and trails.

- Conduct a meeting with the Planning Commission and the Park Board to present information and obtain input on this chapter.

10.0. Chapter 10 - Economic Competiveness (formerly Economic Development). This Chapter will include an analysis of existing commercial and industrial businesses, economic statistics and goals and policies for future development as well as identify areas for potential redevelopment. It will also include employment trends and projections.

- Conduct a "Business Owners Meeting" to obtain input from commercial and industrial business owners regarding the future growth of the City and their perceived needs and goals and objectives for the Economic Development chapter.

11.0. Chapter 11 - Resilience. This chapter provides resources for communities working to integrate strategies into local comprehensive plans to be more resilient in the face of a changing climate. Societal and economic challenges will need to be addressed as well. Consideration of vulnerabilities and responses to those vulnerabilities, will strengthen your community's ability to prepare for and respond to climate impacts. As you may recognize from these examples, many elements that your community already includes in its plan and in actions it has already undertaken, address some resiliency issues.

12.0. Chapter 12 - Implementation. State law requires zoning and subdivision ordinances to be consistent with adopted Comprehensive Plans. This chapter will include a cursory review of both zoning and subdivision ordinances to identify potential discrepancies. This chapter will also address the City's Capital Improvement process and include recommendations.

13.0. Comprehensive Plan Open House. The draft comprehensive plan will be presented to the general public at an open house. A summary of all the chapters and maps will be available. Questions from the general public will be welcomed and answered.

14.0. Final Preparation and Submittals. Final changes to the Plan will be made and the Final Plan will be submitted to all required jurisdictions for review and comment.

15.0. Public Hearing and Adoption. A public hearing will be scheduled to review and adopt the comprehensive plan. The planning commission will make a recommendation to the City Council and the City Council will approve the final adoption of the Plan.

III. CITY RESPONSIBILITIES.

The City shall provide the following assistance:

- A. The City shall provide input including participation by City Administration, the Planning Commission, the Park Board, EDA, Public Works and City Engineer.

- B. The City shall provide a meeting space for committee and community meetings.
- C. The City shall be responsible for photo copying and distribution of monthly meeting packets for boards/commissions.
- D. The City shall assist in the development of mailing lists for key stakeholders and committees.

IV. MISCELLANEOUS PROVISIONS.

- A. Assignment. This contract may be assigned to Municipal Development Group LLC.'s successors or assigns, provided the primary consultant(s) assigned to the City remain the same.
- B. Binding Effect. This Agreement shall inure to the benefit of, and is binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
- C. Amendments. This Agreement can be amended only in writing signed by both parties.
- D. Termination. The City or the Company may terminate the contact upon thirty (30) days written notice. Payment for all time expended to the date of termination shall be provided.
- E. Deliverables. Ten bound copies with tabs of the approved comprehensive plan. All materials generated during the review process shall be the property of the City.

V. FEES.

The Company will submit monthly invoices based on the Section of the Comprehensive Plan completed. Following are the fees applicable to each section/chapter. The total project shall not to exceed \$25,750.00, unless additional meetings beyond the proposed eighteen meetings are requested by the City. Additional meetings shall be \$250.00 each.

Section/Chapter	Fee
1.0 Chapter 1 - Introduction (including stakeholders meetings and surveys; 3 proposed meetings)	\$2,500.00
2.0 Chapter 2 - Natural Resources (formerly Physical Profile) (meeting included with section 1.0)	\$1,000.00
3.0 Chapter 3 - Demographic Trends and Assumptions (1 proposed meeting)	\$1,500.00
4.0 Chapter 4 - Land Use (including land use visioning session; 2 proposed meetings)	\$3,000.00
5.0 Chapter 5 - Housing (1 proposed meeting)	\$1,500.00
6.0 Chapter 6 - Transportation (1 proposed meeting) Additional costs may be incurred due to the City Engineer involvement.	\$2,000.00
7.0 Chapter 7 Water Resources (formerly Public Facilities - Utilities) (1 proposed meeting) Additional costs may be incurred	\$2,750.00

due to the City Engineer involvement.	
8.0 Chapter 8 - Community Facilities and Public Services (meeting included with section 7.0)	\$1,000.00
9.0 Chapter 9 - Parks and Trails (including parks & trails visioning session; 2 proposed meetings)	\$1,750.00
10.0 Chapter 10 - Economic Competiveness (formerly Economic Development) (including a business owners meeting; 2 proposed meetings)	\$1,750.00
11.0 Chapter 11 - Resilience (1 proposed meeting)	\$1,750.00
12.0 Chapter 12 - Implementation (1 proposed meeting)	\$1,250.00
13.0 Comprehensive Plan Open House (1 proposed meeting)	\$1,500.00
14.0 Final Preparation and Submittals	\$1,250.00
15.0 Public Hearing and Adoption (2 proposed meetings)	\$1,250.00
Total	\$25,750.00

VI. TIMELINE.

Chapter/Contents	Proposed Dates
1.0 Chapter 1 - Introduction (including stakeholders meetings and surveys)	January - March, 2016
2.0 Chapter 2 - Natural Resources (Physical Profile)	March, 2016
3.0 Chapter 3 - Demographic Trends and Assumptions	April, 2016
4.0 Chapter 4 - Land Use (including land use visioning session)	May - June, 2016
5.0 Chapter 5 - Housing	July, 2016
6.0 Chapter 6 - Transportation	August, 2016
7.0 Chapter 7 Water Resources (formerly Public Facilities - Utilities)	September, 2016
8.0 Chapter 8 - Community Facilities and Public Services	September, 2016
9.0 Chapter 9 - Parks and Trails (including parks & trails visioning session)	October - November, 2016
10.0 Chapter 10 - Economic Competiveness (formerly Economic Development) (including a business owners meeting)	December, 2016 - January, 2017
11.0 Chapter 11 - Resilience	February, 2017
12.0 Chapter 12 Implementation	March, 2017
13.0 Comprehensive Plan Open House	April, 2017
14.0 Final Preparation and Submittals	April - June, 2017
15.0 Public Hearing and Conditional Approval	July - August, 2017
16.0 Distribution to Area Local Government Units	
17.0 Approval by Met Council followed by City Formal Approval	

VII. TERM OF AGREEMENT.

This Agreement covers the period beginning the 1st day of January, 2016 and ending after the adoption of the City of Mayer 2017 Comprehensive Plan update, approximately the 31st day of December, 2017, as may be amended thereafter.

IN WITNESS WHEREOF, the parties have set their hand as of the date first written above.

CITY OF MAYER, a Minnesota municipal corporation and political subdivision

By: _____

Its: _____

Dated: _____

MUNICIPAL DEVELOPMENT GROUP, LLC., a Minnesota Limited Liability Company

By: James Forst

Its: President

Dated: 4-10-16

EXHIBIT "A"
REIMBURSABLE EXPENSES RATE SCHEDULE

Comprehensive Plan Copy	\$60.00 per copy
Additional Meetings	\$250.00 per meeting, site visit, etc. (includes travel expenses)
Telephone – long distance	Actual long distance charge (based on \$.05 per minute)
Fax – long distance	Actual long distance charge (based on \$.05 per minute)
Photocopies	\$0.10 per 8 1/2 x 11 black & white copy; \$0.25 per 8 1/2 x 11 black & white duplex copy; \$0.80 per 8 1/2 x 11 color copy; \$1.70 per 8 1/2 x 11 color duplex copy; \$0.30 per 11 x 17 black & white copy; \$1.25 per 11 x 17 color copy; \$35.00 per 22 x 34 colored copy; \$50.00 per 22 x 34 colored copy mounted on tag board
Postage	Actual expense
Supplies	As pre-approved by City staff at actual expense of supplies.



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from March 23rd to April 19th (2016)

Roads

- Met with Schneider Excavating about wetland project and oversaw installation of storm sewer
- Met with Bolton and Menk field inspector about the installation of sewer line for Hidden Creek 6th
 - Shut water main off at the end of Hidden Trail
- Picked up trash along Hwy 25 and walking trail across from Mayer Lumber

Parks

- Conducted playground inspections on monthly basis
- Attended park board meeting on Tuesday, April 12th
- Installed soccer nets in Meadow Park and anchored goal posts
- Contacted SDE about final grading in West Ridge park by volleyball court
- Cut back flowers and laid new mulch around City Sign

Water Treatment Facility

- Executed daily rounds
- Performed chlorine, fluoride, iron, and manganese tests on a weekly basis
- Received chemical deliveries from DCP Industries on a monthly basis
- Took water samples for Minnesota Department of Health
- Filled out monthly fluoride report for March 2016
- Changed out chlorine tanks as needed
- Cleaned chlorine analyzer and replaced reagents as needed
- Flushed KMNO₄ feed line and mixed KMNO₄ on a regular basis
- Exercised generator at WTP and well #2 on a monthly basis
- Conducted well #2 draw down on a monthly basis
- Fixed small chlorine leak in chemical room

Wastewater Treatment Facility

- Executed daily rounds and weekly sampling procedures
- Decant digester as necessary
- Washed down scum manhole and control structure #2 as necessary
- Cleaned cyclone grit separator as necessary
- Greased clarifier, fine screen, paddle mixer, and cyclone grit separator as necessary
- Cleaned admin building
- Conducted TSS & Settleability tests
- Troubleshoot wiping issue with UV bulbs
- Troubleshoot data issues with UV bulbs
- Had sewer back up compliant (all ok on City's end)
- Flushed and replaced all feed lines on aluminum sulfate pump
- Spread weed preventative around WWTP
- Attended the annual MPCA wastewater training March 23rd, 24th, and 25th (Passed my Class C Exam)

Lift Stations & Collection System

- Exercised generator on monthly basis

Miscellaneous

- Moved tools and equipment into new public works building (worked on organizing new building in between other public works tasks)
- Gopher one locates
- Worked on March public works activities sheet
- Changed out old MXU devices for residential water meters and hung "Call City Hall" signs
- Installed MXU's and sealed water meters for new houses
- Troubleshoot and reprogrammed problem water meter reads
- Read water meters on the 1st of each month
- Worked on 'On Call' schedule
- Ran to Mayer Lumber Yard to get supplies
- Attended safety training in Waconia
- Attended Carver county public works meeting in Cologne
- Dropped off election machines at Chaska Court House

Equipment

- Fueled equipment as needed
- Washed truck and skid loader on a regular basis
- Sharpened blades, greased, and changed oil in Hustler mower for the start of the mowing season
- Put summer tires back on skid loader
- Installed strobe light on Kubota RTV
- Took salt spreader off F-550
- Contacted Total Energy Systems about the cooling maintenance needed on Well #2 and LS #1 generators

Safety Concerns

- No safety concerns at this time



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

2638 Shadow Lane, Suite 200 • Chaska, MN 55318-1172

Phone (952) 448-8838 • Fax (952) 448-8805

www.bolton-menk.com

MEMORANDUM

Date: April 19, 2016
To: Mayer City Council
From: Dave Martini
Subject: Projects in Progress

For your convenience, the following is a summary of the projects Bolton & Menk has worked on during the billing period between February 13th and March 11th, 2016.

Miscellaneous Engineering

During the billing period, Miscellaneous Engineering included the following:

- Reviewing lot surveys in Hidden Creek and Cold Water Crossing for conformance with the approved grading plans.
- Reviewing ERU information of a property in the Industrial Park.
- Reviewing correspondence related to the condition of a storm water pond in Cold Water Crossing
- Meeting to review the Comp. Plan process and documentation
- Assistance with the West Ridge Park Grant Application

Four hours of time was provided at the City's reduced hourly rate, which resulted in a savings to the City of \$348.

Hidden Creek 6th (Pass Thru)

During the billing period, time was reviewing final edits to the Development Agreement and determining the final Letter of Credit Amount.

Wetland Restoration

During the billing period, time was spent coordinating with the Contractor, preparing a pay request, and construction observation.



To: Mayor and Council Members
From: Luayn Ruch-Hammond, City Administrator
Re: Monthly Report
Date: April 25, 2016

My Activities for the weeks of March 28 - April 22, 2016

1. Waconia Senior Meeting

I attended the meeting with the Waconia seniors group. Talked about starting a senior center where people can congregate and complete activities. They think that the City of Waconia is at a place where they should have their own senior center and wanted to reach out to surrounding communities to garner support.

2. Safety Training

I attended Safety Training in Waconia on Thursday, April 7, 2016. The topic of discussion was proper record keeping for the OSHA 300, 300A, and 301 logs. They discussed the difference between recordkeeping for injuries vs. reporting injuries.

3. Administrator's Lunch

Topic of discussion the prosecution contracts for 2017.

4. Loss Control Workshop

I attended the eight hour seminar in St. Cloud on Tuesday, April 12. I attended the following seminars: conflict of interest, sharing of equipment and services, protecting and preserving data, and Active Shooter training.

5. Transit Meeting

I attended a meeting with Smartlink in Chaska. Meeting was geared more to how to provide services than providing services to communities. Staff will continue to monitor agenda's and attend when appropriate.

6. Public Works Project and Utility Coordination

Kyle and I attended a meeting with Carver County public works on 2016 projects. The County will be doing an upgrade to County road 30 to New Germany. The project was scheduled for 2016 but because there is a lack of funds the project will be completed in 2017. Some culvert repair will occur this year requiring the road to be closed a couple of days.

MAYER, MN

04/07/16 2:39 PM

Page 1

*Check Reconciliation©

Security Bank

10100 CASH

March 2016

Account Summary

Beginning Balance on 3/1/2016	\$1,833,217.57	Cleared	\$1,615,901.76
+ Receipts/Deposits	\$271,957.11	Statement	\$1,615,901.76
- Payments (Checks and Withdrawals)	\$489,272.92	Difference	\$0.00
Ending Balance as of 3/31/2016	\$1,615,901.76		

Check Book Balance

Active	G 100-10100	GENERAL FUND	\$457,597.43
Active	G 210-10100	FIRE TRUCK FUND	\$73,917.28
Active	G 212-10100	FIRE DEPT GRANTS&CON	\$12,371.15
Active	G 215-10100	FIR DEPT FEMA GRANT	\$8,971.49
Active	G 220-10100	PARK IMPROVEMENT FUN	\$263,369.21
Active	G 222-10100	OLD SCHOOLHOUSE PAR	\$5,395.14
Active	G 225-10100	EDA	\$12,604.86
Active	G 230-10100	CITY CELEBRATION	\$0.46
Active	G 231-10100	RISING ARTISTS FESTIVA	\$0.25
Active	G 301-10100	GO W/S 2001 REVENUE B	\$0.00
Active	G 302-10100	GO W/S 2003 REVENUE B	\$0.00
Active	G 303-10100	GO IMPROVEMENT BOND	\$0.00
Active	G 304-10100	GO WATER/SEWER BOND	\$0.00
Active	G 325-10100	HWY 25/2007 ST BOND	\$274,238.76
Active	G 330-10100	DEBT SERVICE FOR 2007	\$0.00
Active	G 350-10100	2015 FIRE TRUCK BOND	\$27,592.26
Active	G 360-10100	SPECIAL ASSESSMENTS	\$0.00
Active	G 361-10100	2007A REFUNDING	\$0.00
Active	G 400-10100	70TH STREET IMPROV FU	\$37,524.13
Active	G 405-10100	STREET IMPROVEMENT F	\$21,181.71
Active	G 410-10100	COMM CTR CAPITOL OUT	\$10,390.99
Active	G 425-10100	HWY 25 PROJECT 2006	\$0.16
Active	G 430-10100	2007 STREET CONST PRO	\$0.38
Active	G 435-10100	CAPITAL PROJEGTS	\$664,271.32
Active	G 440-10100	ROUNABOUT PROJECT	\$14,565.55
Active	G 460-10100	W RIDGE RD/7TH ST CAP	\$0.00
Active	G 620-10100	WATER FUND	\$824,097.02
Active	G 640-10100	SEWER FUND	\$1,451,227.63
Active	G 650-10100	STORM WATER FUND	\$122,098.75
Active	G 700-10100	INVESTMENT FUND	\$2,744,164.92
Active	G 800-10100	ESCROW FUND	\$42,219.58
		Cash Balance	\$1,579,470.59



Carver County Public Works

April 19

11360 Highway 212
Suite 1
Cologne, MN 55322-8016
Phone (952) 466-5200 Fax (952) 466-5223

Administration
Operations
Program Delivery
Parks

Carver County Public Works will be holding our **Annual Project/Utility Coordination Meeting** with all of the cities, MnDOT and utility companies that have construction projects and facilities in Carver County. Our agenda includes presentations on proposed 2016 construction projects, future construction plans, and updates to our permitting system/staff. The meeting is scheduled for **Tuesday, April 19, 2016 at 9:00 A.M.** at the Cologne Public Works Headquarters, 11360 Highway 212, Cologne, MN. Please come to Conference Room No. 1, enter on the south side of the building (public entrance). Additional parking is available on the west side of the building.

The goal of this meeting is to inform all involved parties of current and future projects, timelines, permitting process, and contact persons involving proposed construction projects and right of way permitting management. Any attendees that plan on discussing their current and future projects, please bring maps.

The focus of this coordination meeting is:

- ✓ To provide a venue for local governments, MnDOT and utility companies to communicate their short-term plans (one and two-year construction plans), as well as long-term plans (three to five-year Capital Improvement Plans)
- ✓ To discuss and plan for utility relocation as part of project planning and development phase, both short and long-term
- ✓ To allow utility companies and local governments to submit and/or update their contact information
- ✓ To provide a venue for local governments to discuss their right of way permit process, requirements, and any changes for the upcoming year

Feel free to forward this invitation to anyone else from your organization that may benefit from attending. If you cannot attend but wish to have comments made at the meeting, please contact me at 952-466-5209 or email jevans@co.carver.mn.us.

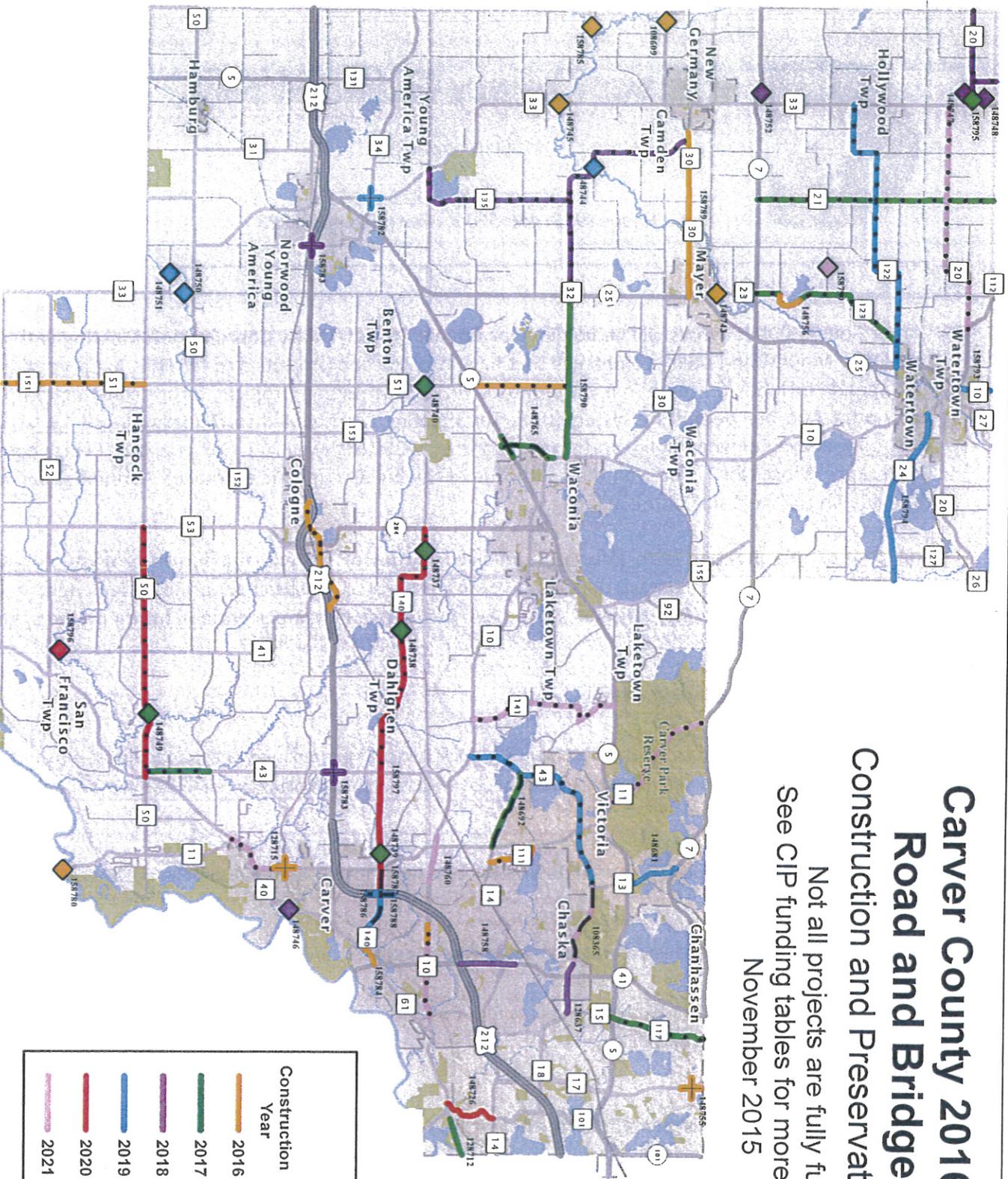
Thank you for your cooperation, and I hope to see you there.

Jeffrey T. Evens
Construction Coordinator
Carver County Public Works

Carver County 2016 - 2021 Road and Bridge Plan

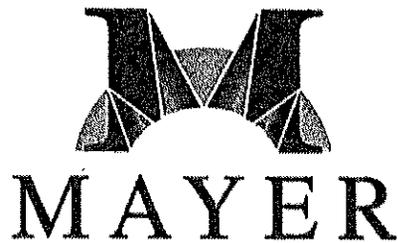
Construction and Preservation Projects

Not all projects are fully funded
See CIP funding tables for more information
November 2015



Legend	
Construction Year	◆ Bridge
2016	✚ Intersection Imp.
2017	--- Corridor Preservation
2018 Corridor Preservation
2019	--- Development Driven
2020	--- Development Driven
2021	--- Development Driven
Label Example	148712 - Project Number

This map was created using a compilation of information and data from various City, County, State, and Federal offices. It is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.



To: Mayor and Council Members
From: Luayn Ruch-Hammond, City Administrator
Re: First Quarter Financials
Date: April 25, 2016

Background

General Fund

With this being the end of the first quarter of financials the City General Fund amount spent would be 25%. The actual expenditure amount is City 17%.

On the budget it states that the City has spent \$260,271.71 of the \$932,561.75. The total expenditures includes the 2015 transfers out to Community Center in the amount of \$8,893.00, Fire Department in the amount of \$55,395.00 and the Park Department in the amount of \$31,245.00. These amounts total \$95,533.00. The transfers out are not actual expenditures but are left over capital outlay funds from 2015. (Resolution 3-28-2016-11) This is how the City accounts for the transfers in the accounting system.

General Fund

Community Center	\$8,893.00
Fire Department	\$55,395.00
Park Department	\$31,245.00
Total Transfers Out	\$95,533.00
Expenditures to Date	\$260,271.71
Transfers Out	-\$95,533.00
Actual Expenditures	\$164,738.71
Total General Fund Budget	\$932,567.75
Percentage Spent	0.176650662

Taking the transfers out of the equation the City is under expenditures in the general fund at this time.

Enterprise Funds

Water Fund

Water fund expenditures are higher (\$18,378.72) than this time last year. The reason is in the capital outlay line item for the water tower. The additional expense is for the installation of the mixer in the water tower. (\$18,200.00). The City did bond for this item.

Water fund revenues compared to last year are also higher. The reason for the increase in revenue is the connection fees on building permits and the area charges for Hidden Creek 6th Addition.

Sewer Fund

Sewer fund expenditures are slightly lower than this time last year. Total revenues are higher and again this is attributed to the collection of hookup fees and the area charges for Hidden Creek 6th Addition.

Investments

Lastly, the investment spread sheet that illustrates the funds and institutions that the City has invested. This sheet illustrates the ending balance as of March 31, 2016 of investments.

MAYER, MN

General Fund EXP 2016

Current Period: April 2016

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget	UnderLine
FUND 100 GENERAL FUND					
Dept 41000 General Government					
E 100-41000-200 Office Supplies	\$3,106.11	\$3,000.00	\$2,510.45	\$0.00	
E 100-41000-208 Training and Instruction	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41000-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41000-301 Auditing and Acct g Services	\$29,283.03	\$25,000.00	\$16,848.94	\$0.00	
E 100-41000-303 Engineering Fees	\$22,377.00	\$15,000.00	\$3,624.00	\$0.00	
E 100-41000-304 Legal Fees	\$7,855.49	\$10,000.00	\$3,797.93	\$0.00	
E 100-41000-315 ACH Processing Fees	\$28.00	\$0.00	\$0.00	\$0.00	
E 100-41000-321 Telephone	\$2,699.54	\$3,000.00	\$763.08	\$0.00	
E 100-41000-322 Postage	\$1,168.74	\$1,500.00	\$98.00	\$0.00	
E 100-41000-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41000-340 Advertising	\$770.40	\$900.00	\$239.00	\$0.00	
E 100-41000-350 Print/Binding	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41000-351 Legal Notices Publishing	\$2,367.16	\$750.00	\$234.80	\$0.00	
E 100-41000-355 Gopher State Locates	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41000-360 Insurance (GENERAL)	\$13,598.45	\$13,000.00	\$9,224.00	\$0.00	
E 100-41000-430 Miscellaneous (GENERAL)	\$21.11	\$0.00	-\$0.01	\$0.00	
E 100-41000-432 Uncollectable Checks	\$296.04	\$0.00	\$0.00	\$0.00	
E 100-41000-433 Dues and Subscriptions	\$2,124.00	\$2,200.00	\$0.00	\$0.00	
E 100-41000-490 Donations to Civic Org s	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41000-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41000-620 Fiscal Agent s Fees	\$900.00	\$2,250.00	\$900.00	\$0.00	
E 100-41000-700 Transfers (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41000-810 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 41000 General Government	\$86,595.07	\$76,600.00	\$38,240.19	\$0.00	
Dept 41100 Council Wages					
E 100-41100-100 Wages and Salaries	\$13,900.00	\$14,000.00	\$0.00	\$0.00	
E 100-41100-180 Employee Withholdings	\$1,061.11	\$1,071.00	\$0.00	\$0.00	
E 100-41100-208 Training and Instruction	\$305.00	\$1,000.00	\$35.00	\$0.00	
E 100-41100-300 Professional Svcs	\$360.00	\$540.00	\$180.00	\$0.00	
E 100-41100-331 Travel Expenses	\$802.76	\$500.00	\$0.00	\$0.00	
Dept 41100 Council Wages	\$16,428.87	\$17,111.00	\$215.00	\$0.00	
Dept 41300 Administrator					
E 100-41300-100 Wages and Salaries	\$77,926.55	\$80,126.00	\$18,451.20	\$0.00	
E 100-41300-120 Employer Contrib Ret	\$5,844.51	\$6,010.00	\$1,383.84	\$0.00	
E 100-41300-131 Employer Paid Health	\$6,000.00	\$6,000.00	\$1,500.00	\$0.00	
E 100-41300-133 Employer Paid Dental	\$478.20	\$498.60	\$122.90	\$0.00	
E 100-41300-134 Employer Paid Life	\$41.40	\$41.40	\$10.35	\$0.00	
E 100-41300-180 Employee Withholdings	\$5,961.36	\$6,130.00	\$1,411.50	\$0.00	

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget	Under/Line
Dept 41300 Administrator	\$97,078.17	\$100,556.00	\$23,137.25	\$0.00	
Dept 41330 Boards and Commissions	\$330.00	\$1,440.00	\$0.00	\$0.00	
E 100-41330-430 Miscellaneous (GENERAL)		\$330.00	\$0.00	\$0.00	
Dept 41330 Boards and Commissions	\$330.00	\$1,440.00	\$0.00	\$0.00	
Dept 41400 City Clerk/Deputy	\$32,738.21	\$28,321.00	\$2,768.29	\$0.00	
E 100-41400-100 Wages and Salaries	\$2,286.43	\$2,124.60	\$186.77	\$0.00	
E 100-41400-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41400-130 Employer Paid Ins	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41400-131 Employer Paid Health	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41400-133 Employer Paid Dental	\$478.20	\$498.60	\$39.85	\$0.00	
E 100-41400-134 Employer Paid Life	\$41.40	\$42.00	\$3.45	\$0.00	
E 100-41400-180 Employee Withholdings	\$2,504.52	\$2,170.00	\$211.76	\$0.00	
E 100-41400-208 Training and Instruction	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41400-331 Travel Expenses	\$0.00	\$250.00	\$0.00	\$0.00	
Dept 41400 City Clerk/Deputy	\$38,048.76	\$33,406.20	\$3,210.12	\$0.00	
Dept 41410 Elections	\$0.00	\$2,500.00	\$0.00	\$0.00	
E 100-41410-100 Wages and Salaries	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41410-210 Operating Supplies	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41410-331 Travel Expenses	\$0.00	\$400.00	\$0.00	\$0.00	
E 100-41410-350 Print/Binding	\$1,015.37	\$0.00	\$0.00	\$0.00	
E 100-41410-351 Legal Notices Publishing	\$0.00	\$75.00	\$0.00	\$0.00	
E 100-41410-430 Miscellaneous (GENERAL)	\$0.00	\$300.00	\$0.00	\$0.00	
Dept 41410 Elections	\$1,015.37	\$3,275.00	\$0.00	\$0.00	
Dept 41550 Assessment Services	\$11,634.00	\$11,750.00	\$0.00	\$0.00	
E 100-41550-300 Professional Svcs	\$11,634.00	\$11,750.00	\$0.00	\$0.00	
Dept 41550 Assessment Services	\$11,634.00	\$11,750.00	\$0.00	\$0.00	
Dept 41910 Planning and Zoning	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41910-100 Wages and Salaries	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41910-110 Other Pay Boards & Commissions	\$1,110.00	\$3,100.00	\$0.00	\$0.00	
E 100-41910-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41910-131 Employer Paid Health	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41910-180 Employee Withholdings	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41910-208 Training and Instruction	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41910-300 Professional Svcs	\$5,147.57	\$5,000.00	\$733.09	\$0.00	
E 100-41910-303 Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41910-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 41910 Planning and Zoning	\$6,257.57	\$8,100.00	\$733.09	\$0.00	
Dept 41920 Computer					

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget	UnderLine
E 100-41920-312 Software Support	\$1,590.00	\$1,600.00	\$0.00	\$0.00	
E 100-41920-400 Repairs & Maint Cont	\$177.98	\$300.00	\$0.00	\$0.00	
E 100-41920-500 Capital Outlay (GENERAL)	\$2,554.68	\$2,000.00	\$2,202.50	\$0.00	
Dept 41920 Computer	\$4,322.66	\$3,900.00	\$2,202.50	\$0.00	
Dept 41940 Community Center					
E 100-41940-100 Wages and Salaries	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41940-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41940-180 Employee Withholdings	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41940-300 Professional Svcs	\$4,565.00	\$4,500.00	\$1,550.00	\$0.00	
E 100-41940-321 Telephone	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41940-381 Electric Utilities	\$6,696.07	\$6,585.00	\$2,283.00	\$0.00	
E 100-41940-383 Gas Utilities	\$5,399.12	\$7,110.00	\$2,357.08	\$0.00	
E 100-41940-400 Repairs & Maint Cont	\$7,566.51	\$6,000.00	\$2,940.30	\$0.00	
E 100-41940-438 Comm Ctr Pop	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-41940-500 Capital Outlay (GENERAL)	\$6,452.40	\$17,500.00	\$882.73	\$0.00	
E 100-41940-720 Transfer Out	\$2,759.00	\$0.00	\$8,893.00	\$0.00	
E 100-41940-810 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 41940 Community Center	\$33,438.10	\$41,695.00	\$18,906.11	\$0.00	
Dept 42100 Police Contract					
E 100-42100-300 Professional Svcs	\$77,267.56	\$82,568.00	\$0.00	\$0.00	
E 100-42100-430 Miscellaneous (GENERAL)	\$0.00	\$2,100.00	\$1,350.00	\$0.00	
Dept 42100 Police Contract	\$77,267.56	\$84,668.00	\$1,350.00	\$0.00	
Dept 42200 Fire Protection					
E 100-42200-100 Wages and Salaries	\$24,411.00	\$28,546.00	\$0.00	\$0.00	
E 100-42200-180 Employee Withholdings	\$1,867.50	\$2,184.00	\$0.00	\$0.00	
E 100-42200-200 Office Supplies	\$114.99	\$200.00	\$7.18	\$0.00	
E 100-42200-208 Training and Instruction	\$2,634.00	\$8,500.00	\$1,848.00	\$0.00	
E 100-42200-230 Fire Department Explorer S	\$0.00	\$500.00	\$0.00	\$0.00	
E 100-42200-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-42200-305 Medical and Physicals	\$339.95	\$2,000.00	\$1,660.00	\$0.00	
E 100-42200-322 Postage	\$7.05	\$125.00	\$0.00	\$0.00	
E 100-42200-331 Travel Expenses	\$0.00	\$350.00	\$0.00	\$0.00	
E 100-42200-360 Insurance (GENERAL)	\$8,409.88	\$9,800.00	\$3,047.50	\$0.00	
E 100-42200-430 Miscellaneous (GENERAL)	\$1,060.77	\$125.00	\$0.00	\$0.00	
E 100-42200-433 Dues and Subscriptions	\$775.95	\$1,000.00	\$925.00	\$0.00	
E 100-42200-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-42200-720 Transfer Out	\$59,603.00	\$0.00	\$55,395.00	\$0.00	
E 100-42200-810 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 42200 Fire Protection	\$99,224.09	\$53,330.00	\$62,882.68	\$0.00	
Dept 42247 WAFTA					
E 100-42247-400 Repairs & Maint Cont	\$2,000.00	\$2,000.00	\$0.00	\$0.00	

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget Underline
Dept 42247 WAFTA	\$2,000.00	\$2,000.00	\$0.00	\$0.00
Dept 42260 Fire Equipment				
E 100-42260-212 Motor Fuels	\$1,552.28	\$2,200.00	\$131.26	\$0.00
E 100-42260-400 Repairs & Maint Cont	\$9,910.65	\$10,000.00	\$2,256.85	\$0.00
E 100-42260-406 800 Mgz Radios	\$1,441.55	\$5,000.00	\$364.25	\$0.00
E 100-42260-417 Uniform Rental	\$0.00	\$0.00	\$0.00	\$0.00
E 100-42260-500 Capital Outlay (GENERAL)	\$0.00	\$30,000.00	\$0.00	\$0.00
E 100-42260-517 PPE Purchase	\$0.00	\$5,000.00	\$0.00	\$0.00
E 100-42260-580 New Equipment	\$20,366.06	\$45,000.00	\$1,105.61	\$0.00
Dept 42260 Fire Equipment	\$33,270.54	\$97,200.00	\$3,857.97	\$0.00
Dept 42280 Fire Station				
E 100-42280-210 Operating Supplies	\$0.00	\$150.00	\$0.00	\$0.00
E 100-42280-321 Telephone	\$1,546.74	\$1,500.00	\$59.26	\$0.00
E 100-42280-381 Electric Utilities	\$1,494.31	\$1,616.50	\$479.60	\$0.00
E 100-42280-383 Gas Utilities	\$2,096.38	\$2,792.00	\$1,055.72	\$0.00
E 100-42280-400 Repairs & Maint Cont	\$1,276.65	\$4,850.00	\$402.58	\$0.00
E 100-42280-500 Capital Outlay (GENERAL)	\$4,087.35	\$0.00	\$0.00	\$0.00
E 100-42280-600 Debt Srv Principal	\$6,616.80	\$7,007.00	\$3,445.49	\$0.00
E 100-42280-601 Debt Srv Interest	\$1,691.20	\$1,301.00	\$708.51	\$0.00
Dept 42280 Fire Station	\$18,809.43	\$19,216.50	\$6,651.16	\$0.00
Dept 42282 Fire Dept Land				
E 100-42282-600 Debt Srv Principal	\$0.00	\$0.00	\$0.00	\$0.00
E 100-42282-601 Debt Srv Interest	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42282 Fire Dept Land	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42285 FD Truck Payment				
E 100-42285-600 Debt Srv Principal	\$0.00	\$35,000.00	\$0.00	\$0.00
E 100-42285-601 Debt Srv Interest	\$0.00	\$4,823.05	\$0.00	\$0.00
Dept 42285 FD Truck Payment	\$0.00	\$39,823.05	\$0.00	\$0.00
Dept 42290 FD Relief Association				
E 100-42290-124 Fire Pension Contributions	\$3,979.00	\$0.00	\$0.00	\$0.00
Dept 42290 FD Relief Association	\$3,979.00	\$0.00	\$0.00	\$0.00
Dept 42400 Building Inspection				
E 100-42400-300 Professional Svcs	\$25,504.03	\$20,000.00	\$12,859.98	\$0.00
E 100-42400-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42400 Building Inspection	\$25,504.03	\$20,000.00	\$12,859.98	\$0.00
Dept 42500 Civil Defense				
E 100-42500-381 Electric Utilities	\$0.00	\$0.00	\$0.00	\$0.00
E 100-42500-400 Repairs & Maint Cont	\$200.00	\$450.00	\$200.00	\$0.00
E 100-42500-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
Dept 42500 Civil Defense	\$200.00	\$450.00	\$200.00	\$0.00

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget UnderLine
Dept 42700 Animal Control				
E 100-42700-300 Professional Svcs	\$0.00	\$650.00	\$0.00	\$0.00
Dept 42700 Animal Control	\$0.00	\$650.00	\$0.00	\$0.00
Dept 43000 Public Works				
E 100-43000-360 Insurance (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00
E 100-43000-720 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00
Dept 43000 Public Works	\$0.00	\$0.00	\$0.00	\$0.00
Dept 43100 Hwys, Streets, & Roads				
E 100-43100-100 Wages and Salaries	\$25,943.46	\$25,080.00	\$5,914.45	\$0.00
E 100-43100-120 Employer Contrib Ret	\$1,857.37	\$1,880.00	\$443.59	\$0.00
E 100-43100-131 Employer Paid Health	\$1,320.00	\$1,900.00	\$330.00	\$0.00
E 100-43100-133 Employer Paid Dental	\$239.09	\$249.00	\$61.45	\$0.00
E 100-43100-134 Employer Paid Life	\$20.71	\$21.00	\$5.17	\$0.00
E 100-43100-180 Employee Withholdings	\$1,984.70	\$1,920.00	\$452.47	\$0.00
E 100-43100-208 Training and Instruction	\$597.00	\$1,000.00	\$404.30	\$0.00
E 100-43100-210 Operating Supplies	\$1,445.31	\$750.00	\$59.30	\$0.00
E 100-43100-212 Motor Fuels	\$2,919.09	\$3,000.00	\$503.57	\$0.00
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	\$0.00	\$0.00
E 100-43100-321 Telephone	\$169.33	\$180.00	\$56.43	\$0.00
E 100-43100-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00
E 100-43100-360 Insurance (GENERAL)	\$0.00	\$2,000.00	\$0.00	\$0.00
E 100-43100-400 Repairs & Maint Cont	\$14,467.19	\$15,000.00	\$1,826.60	\$0.00
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	\$4,856.98	\$0.00
Dept 43100 Hwys, Streets, & Roads	\$99,089.22	\$122,380.00	\$16,747.09	\$0.00
Dept 43124 Sidewalks and Crosswalk				
E 100-43124-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00
Dept 43124 Sidewalks and Crosswalk	\$0.00	\$0.00	\$0.00	\$0.00
Dept 43125 Ice & Snow Removal				
E 100-43125-229 Sand & Salt	\$2,788.35	\$7,000.00	\$2,504.42	\$0.00
E 100-43125-300 Professional Svcs	\$7,705.00	\$20,000.00	\$11,810.00	\$0.00
Dept 43125 Ice & Snow Removal	\$10,493.35	\$27,000.00	\$14,314.42	\$0.00
Dept 43150 Storm Drainage				
E 100-43150-303 Engineering Fees	\$0.00	\$2,500.00	\$0.00	\$0.00
E 100-43150-430 Miscellaneous (GENERAL)	\$3.58	\$0.00	\$0.00	\$0.00
E 100-43150-500 Capital Outlay (GENERAL)	\$1,100.00	\$7,500.00	\$0.00	\$0.00
Dept 43150 Storm Drainage	\$1,103.58	\$10,000.00	\$0.00	\$0.00

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget	Underline
Dept 43160 Street Lighting					
E 100-43160-381 Electric Utilities	\$24,670.08	\$30,055.00	\$6,251.26	\$0.00	
E 100-43160-400 Repairs & Maint Cont	\$1,898.37	\$0.00	-\$150.00	\$0.00	
Dept 43160 Street Lighting	\$26,568.45	\$30,055.00	\$6,101.26	\$0.00	
Dept 43700 Maintenance Bldg					
E 100-43700-381 Electric Utilities	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-43700-400 Repairs & Maint Cont	\$482.97	\$2,500.00	\$41.89	\$0.00	
E 100-43700-500 Capital Outlay (GENERAL)	\$16,038.90	\$15,000.00	\$0.00	\$0.00	
E 100-43700-580 New Equipment	\$3,609.44	\$5,000.00	\$34.98	\$0.00	
Dept 43700 Maintenance Bldg	\$20,131.31	\$22,500.00	\$76.87	\$0.00	
Dept 45000 Park and Rec					
E 100-45000-100 Wages and Salaries	\$4,288.40	\$7,680.00	\$45.44	\$0.00	
E 100-45000-110 Other Pay Boards & Commissions	\$1,230.00	\$1,500.00	\$0.00	\$0.00	
E 100-45000-120 Employer Contrib Ret	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-45000-180 Employee Withholdings	\$328.07	\$588.00	\$3.48	\$0.00	
E 100-45000-212 Motor Fuels	\$1,264.13	\$1,100.00	\$0.00	\$0.00	
E 100-45000-300 Professional Svcs	\$6,224.64	\$6,240.00	\$70.00	\$0.00	
E 100-45000-303 Engineering Fees	\$483.00	\$2,000.00	\$0.00	\$0.00	
E 100-45000-360 Insurance (GENERAL)	\$5,862.00	\$5,900.00	\$1,550.50	\$0.00	
E 100-45000-370 Recreation Program	\$2,585.76	\$1,000.00	\$0.00	\$0.00	
E 100-45000-381 Electric Utilities	\$148.45	\$177.00	\$44.07	\$0.00	
E 100-45000-400 Repairs & Maint Cont	\$7,880.85	\$4,000.00	\$19.00	\$0.00	
E 100-45000-430 Miscellaneous (GENERAL)	\$1,089.88	\$1,000.00	\$0.00	\$0.00	
E 100-45000-490 Donations to Civic Org s	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-45000-500 Capital Outlay (GENERAL)	\$9,211.33	\$59,451.00	\$13,988.92	\$0.00	
E 100-45000-530 City Beautification	\$1,085.04	\$2,000.00	\$93.22	\$0.00	
E 100-45000-580 New Equipment	\$0.00	\$7,500.00	\$0.00	\$0.00	
E 100-45000-720 Transfer Out	\$26,474.00	\$0.00	\$31,245.00	\$0.00	
Dept 45000 Park and Rec	\$68,155.55	\$100,136.00	\$47,059.63	\$0.00	
Dept 45300 Baseball Park					
E 100-45300-400 Repairs & Maint Cont	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-45300-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-45300-580 New Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 45300 Baseball Park	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 46500 Economic Develop mnt (GENERAL)					
E 100-46500-110 Other Pay Boards & Commissions	\$180.00	\$450.00	\$0.00	\$0.00	
E 100-46500-321 Telephone	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-46500-322 Postage	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-46500-331 Travel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-46500-340 Advertising	\$830.00	\$2,500.00	\$720.00	\$0.00	
E 100-46500-350 Print/Binding	\$0.00	\$0.00	\$0.00	\$0.00	

Account Descr	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget	UnderLine
E 100-46500-720 Transfer Out	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 46500 Economic Develop mt (GENERAL)	\$1,010.00	\$2,950.00	\$720.00	\$0.00	
Dept 47000 Debt Service (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-47000-610 Interest	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 47000 Debt Service (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 49503 Refuse Collection/ Residents	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-49503-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 49503 Refuse Collection/ Residents	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 49505 Compost	\$1,597.50	\$2,200.00	\$175.00	\$0.00	
E 100-49505-100 Wages and Salaries	\$119.15	\$170.00	\$13.40	\$0.00	
E 100-49505-180 Employee Withholdings	\$0.00	\$0.00	\$90.00	\$0.00	
E 100-49505-300 Professional Svcs	\$311.77	\$0.00	\$325.99	\$0.00	
E 100-49505-322 Postage	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-49505-400 Repairs & Maint Cont	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-49505-430 Miscellaneous (GENERAL)	\$2,028.42	\$2,370.00	\$604.39	\$0.00	
Dept 49505 Compost	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 49507 Organics	\$0.00	\$0.00	\$0.00	\$0.00	
E 100-49507-300 Professional Svcs	\$0.00	\$0.00	\$0.00	\$0.00	
Dept 49507 Organics	\$262.00	\$0.00	\$0.00	\$0.00	
Dept 49508 Recycling	\$262.00	\$0.00	\$0.00	\$0.00	
E 100-49508-300 Professional Svcs	\$1,050.00	\$0.00	\$202.00	\$0.00	
Dept 49508 Recycling	\$1,050.00	\$0.00	\$202.00	\$0.00	
Dept 49570 Sales Tax	\$785,295.10	\$932,561.75	\$260,271.71	\$0.00	
E 100-49570-450 Sales Tax Payment				\$0.00	
Dept 49570 Sales Tax				\$0.00	
FUND 100 GENERAL FUND				\$0.00	

Community Center	\$8,893.00
Fire Department	\$55,395.00
Park Department	\$31,245.00
Total Transfers Out	\$95,533.00
Expenditures to Date	\$260,271.71
Transfers Out	-\$95,533.00
Actual Expenditures	\$164,738.71
Total General Fund Budget	\$932,567.75
Percentage Spent	0.176650662

WATER FUND 2016

2016		Total Expenditures	Total Revenues	Balance	Debt Service	Operating Expenses	Connect Fees	Antennae Rent	Area Charges
Quarter									
1st	\$72,578.31	\$125,313.55	\$52,735.24	\$18,373.55	\$54,204.76	\$36,000.00		\$24,698.25	
2nd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3rd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
4th									
Total	\$72,578.31	\$125,313.55	\$52,735.24	\$18,373.55	\$54,204.76	\$36,000.00	\$0.00	\$24,698.25	
		Includes Tower Rent							
2015									
Quarter									
1st	\$54,199.59	\$67,225.78	\$13,026.19	\$20,058.30	\$34,141.29	\$9,000.00			
2nd	\$42,886.92	\$92,250.79	\$49,363.87	\$21,179.81	\$21,707.11	\$27,000.00			
3rd	\$83,698.96	\$184,239.07	\$100,540.11	\$20,058.30	\$63,640.66	\$59,677.20	\$26,091.49		
4th	\$161,580.26	\$79,860.27	-\$81,719.99	\$260,333.59	-\$98,753.33	\$9,558.60			
Total	\$342,365.73	\$423,575.91	\$81,210.18	\$321,630.00	\$20,735.73	\$105,235.80	\$26,091.49		
		Includes Tower Rent							
	Includes Bond Payments				*Excludes Bond Paym	*Included			
						Revenues			

MAYER, MN
Water Revenue Budget Worksheet 2016

Account Descr	2015 Budget	2015 Amt	2016 YTD Budget	2016 YTD Amt	2017 Budget
Fund 620 WATER FUND					
R 620-41000-36100 Special Assessments-County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-41000-36102 Penalties and Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-36100 Special Assessments-County	\$0.00	\$824.88	\$0.00	\$0.00	\$0.00
R 620-49440-36102 Penalties and Interest	\$0.00	\$4,733.02	\$0.00	\$806.75	\$0.00
R 620-49440-36210 Interest Earnings	\$0.00	\$910.23	\$0.00	\$0.00	\$0.00
R 620-49440-36235 Contrib from Devlprs/fix asset	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-36236 Assets Contributed other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-36240 Insurance Claims	\$0.00	\$1,213.91	\$0.00	\$0.00	\$0.00
R 620-49440-36250 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-36260 Tower Antenna Rent	\$25,000.00	\$26,091.49	\$0.00	\$0.00	\$0.00
R 620-49440-37110 Water Use Charge	\$247,000.00	\$266,333.36	\$0.00	\$59,051.49	\$0.00
R 620-49440-37150 Water Connect/Reconnect Fee	\$0.00	\$105,235.80	\$0.00	\$36,000.00	\$0.00
R 620-49440-37170 Water Meter/Repair	\$0.00	\$13,501.21	\$0.00	\$3,640.00	\$0.00
R 620-49440-37180 State Connect Fee	\$0.00	\$4,330.66	\$0.00	\$1,067.06	\$0.00
R 620-49440-37240 MPFA Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-37320 Developer Area Charges	\$0.00	\$0.00	\$0.00	\$24,698.25	\$0.00
R 620-49440-99990 Prior Period Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 620-49440-99999 Unallocated Utility Revenue	\$0.00	\$401.35	\$0.00	\$50.00	\$0.00
Fund 620 WATER FUND	\$272,000.00	\$423,575.91	\$0.00	\$125,313.55	\$0.00
	\$272,000.00	\$423,575.91	\$0.00	\$125,313.55	\$0.00

MAYER, MN
Water Fund Budget 2016
Current Period: April 2016

Account Descr	2015 Budget	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget
Fund 620 WATER FUND					
Dept 47000 Debt Service (GENERAL)					
E 620-47000-600 Debt Srv Principal	\$225,000.00	\$0.00	\$233,750.00	\$0.00	\$0.00
E 620-47000-601 Debt Srv Interest	\$79,338.60	\$82,476.22	\$73,882.81	\$18,373.55	\$0.00
Dept 47000 Debt Service (GENERAL)	\$304,338.60	\$82,476.22	\$307,632.81	\$18,373.55	\$0.00
Dept 49000 Miscellaneous (GENERAL)					
E 620-49000-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49000 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49410 Water Treatment Facility					
E 620-49410-216 Chemicals and Chem Products	\$8,200.00	\$5,296.25	\$6,000.00	\$163.99	\$0.00
E 620-49410-321 Telephone	\$1,850.00	\$1,009.45	\$1,000.00	\$362.84	\$0.00
E 620-49410-381 Electric Utilities	\$19,500.00	\$19,408.39	\$19,270.00	\$7,620.55	\$0.00
E 620-49410-383 Gas Utilities	\$900.00	\$562.16	\$625.00	\$185.74	\$0.00
E 620-49410-400 Repairs & Maint Cont	\$3,000.00	\$4,738.71	\$4,000.00	\$659.53	\$0.00
E 620-49410-500 Capital Outlay (GENERAL)	\$9,500.00	\$1,008.12	\$4,000.00	\$1,503.67	\$0.00
Dept 49410 Water Treatment Facility	\$42,950.00	\$32,023.08	\$34,895.00	\$10,496.32	\$0.00
Dept 49420 State Connect Fee					
E 620-49420-430 Miscellaneous (GENERAL)	\$4,500.00	\$1,081.00	\$4,500.00	\$0.00	\$0.00
Dept 49420 State Connect Fee	\$4,500.00	\$1,081.00	\$4,500.00	\$0.00	\$0.00
Dept 49430 Tower					
E 620-49430-300 Professional Svcs	\$0.00	\$31,900.00	\$0.00	\$1,300.00	\$0.00
E 620-49430-400 Repairs & Maint Cont	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 620-49430-500 Capital Outlay (GENERAL)	\$500.00	\$131,193.00	\$500.00	\$18,200.00	\$0.00
Dept 49430 Tower	\$500.00	\$163,093.00	\$500.00	\$19,500.00	\$0.00
Dept 49435 Well #2					
E 620-49435-300 Professional Svcs	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00
E 620-49435-400 Repairs & Maint Cont	\$3,000.00	\$0.00	\$3,000.00	\$977.00	\$0.00
E 620-49435-500 Capital Outlay (GENERAL)	\$3,000.00	\$2,000.00	\$3,000.00	\$0.00	\$0.00
Dept 49435 Well #2	\$7,000.00	\$2,000.00	\$7,000.00	\$977.00	\$0.00
Dept 49440 WATER					
E 620-49440-100 Wages and Salaries	\$11,450.00	\$13,410.29	\$13,073.00	\$5,515.90	\$0.00
E 620-49440-120 Employer Contrib Ret	\$860.00	\$928.74	\$981.00	\$402.44	\$0.00
E 620-49440-131 Employer Paid Health	\$1,500.00	\$660.00	\$1,500.00	\$165.00	\$0.00

Water Fund Budget 2016

Current Period: April 2016

Account Descr	2015	2015	2016	2016	2017
	Budget	Amt	Adopted	YTD Amt	Budget
E 620-49440-133 Employer Paid Dental	\$120.00	\$119.54	\$125.00	\$72.25	\$0.00
E 620-49440-134 Employer Paid Life	\$10.35	\$10.34	\$10.35	\$6.06	\$0.00
E 620-49440-180 Employee Withholdings	\$880.00	\$1,026.00	\$1,000.00	\$421.99	\$0.00
E 620-49440-208 Training and Instruction	\$600.00	\$655.75	\$700.00	\$381.94	\$0.00
E 620-49440-215 Samples	\$600.00	\$1,067.50	\$800.00	\$120.00	\$0.00
E 620-49440-216 Chemicals and Chem Products	\$0.00	\$0.00	\$0.00	\$322.75	\$0.00
E 620-49440-222 Wellhead Protection	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00
E 620-49440-226 Fire Hydrant Supplies	\$4,500.00	\$503.73	\$4,500.00	\$0.00	\$0.00
E 620-49440-300 Professional Svcs	\$0.00	\$1,793.75	\$0.00	\$200.00	\$0.00
E 620-49440-301 Auditing and Acct g Services	\$2,835.00	\$0.00	\$2,835.00	\$0.00	\$0.00
E 620-49440-303 Engineering Fees	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00
E 620-49440-304 Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 620-49440-312 Software Support	\$1,325.00	\$1,382.50	\$1,400.00	\$0.00	\$0.00
E 620-49440-315 ACH Processing Fees	\$75.00	\$70.64	\$75.00	\$21.38	\$0.00
E 620-49440-322 Postage	\$1,300.00	\$1,442.24	\$1,500.00	\$338.42	\$0.00
E 620-49440-350 Print/Binding	\$400.00	\$333.46	\$400.00	\$0.00	\$0.00
E 620-49440-355 Gopher State Locates	\$300.00	\$424.35	\$400.00	\$116.02	\$0.00
E 620-49440-360 Insurance (GENERAL)	\$4,050.00	\$3,071.57	\$4,050.00	\$1,298.50	\$0.00
E 620-49440-400 Repairs & Maint Cont	\$600.00	\$33.13	\$600.00	\$134.62	\$0.00
E 620-49440-420 Depreciation Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 620-49440-430 Miscellaneous (GENERAL)	\$500.00	\$2,521.36	\$500.00	\$2,533.28	\$0.00
E 620-49440-433 Dues and Subscriptions	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
E 620-49440-437 Water Meters	\$5,000.00	\$23,788.57	\$5,000.00	\$11,180.89	\$0.00
E 620-49440-500 Capital Outlay (GENERAL)	\$0.00	\$448.95	\$0.00	\$0.00	\$0.00
E 620-49440-615 Bond Discount Amortization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 620-49440-620 Fiscal Agent s Fees	\$0.00	\$7,750.02	\$0.00	\$0.00	\$0.00
Dept 49440 WATER	\$39,905.35	\$61,692.43	\$42,449.35	\$23,231.44	\$0.00
Fund 620 WATER FUND	\$399,193.95	\$342,365.73	\$396,977.16	\$72,578.31	\$0.00
	\$399,193.95	\$342,365.73	\$396,977.16	\$72,578.31	\$0.00

Revenue/Expenditure
Audit Detail Full

Audit 2016

Fund 620 WATER FUND

Expenditure

E 620-49430-500 Capital Outlay (GENERAL)		Budget	\$500.00	Total	\$18,200.00	Balance	-\$17,700.00
2016-02 February	Vendor SearchName Comments	Invoice	-----Check----- Refer	Batch Name PO	Debit Begin	Credit	
2016-02 Pay	KLM ENGINEERING	5915 019628	2/8/2016	02/08/16 PAY	\$18,200.00	\$0.00	
	PROVIDE & INSTALL GS-12 MIXE	12349		0			
Total 2016-02 February					\$18,200.00	\$0.00	
					Ending	\$18,200.00	
Control Act 620-25300 Unrese	Total E 620-49430-500 Capital Outlay (GENERAL)				\$18,200.00	\$0.00	
		<i>In Balance</i>	Total Year	\$18,200.00	Ending	\$18,200.00	
Total Expenditure					\$18,200.00	\$0.00	
		Fund 620			\$18,200.00	\$0.00	

MAYER, MN
Sewer Revenue Budget Worksheet 2016

Account Descr	2015 YTD Budget	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget
FUND 640 SEWER FUND					
R 640-41000-36100 Special Assessments-Count	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 640-49490-31000 General Property Taxes	\$336,000.00	\$336,000.00	\$0.00	\$0.00	\$0.00
R 640-49490-36100 Special Assessments-Count	\$0.00	\$274.96	\$0.00	\$0.00	\$0.00
R 640-49490-36102 Penalties and Interest	\$0.00	\$7,225.99	\$0.00	\$1,235.67	\$0.00
R 640-49490-36210 Interest Earnings	\$0.00	\$1,472.26	\$0.00	\$0.00	\$0.00
R 640-49490-36235 Contrib from Devlpris/fix as	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 640-49490-36236 Assets Contributed other F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 640-49490-36240 Insurance Claims	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 640-49490-36250 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 640-49490-37210 Sewer Use Charge	\$350,000.00	\$360,490.43	\$0.00	\$88,210.36	\$0.00
R 640-49490-37240 MPFA Fund	\$0.00	\$3,482.41	\$0.00	\$799.89	\$0.00
R 640-49490-37246 MPFA - Drew	\$0.00	\$3.60	\$0.00	\$0.90	\$0.00
R 640-49490-37250 Sewer Connect/Reconnect	\$0.00	\$105,175.80	\$0.00	\$36,000.00	\$0.00
R 640-49490-37320 Developer Area Charges	\$0.00	\$0.00	\$0.00	\$24,698.25	\$0.00
R 640-49490-39101 Sales of General Fixed Ass	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 640-49490-39310 Proceeds-Gen Obligation B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 640-49490-99990 Prior Period Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R 640-49490-99999 Unallocated Utility Revenu	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FUND 640 SEWER FUND	\$686,000.00	\$814,125.45	\$0.00	\$150,945.07	\$0.00
	\$686,000.00	\$814,125.45	\$0.00	\$150,945.07	\$0.00

MAYER, MN
Sewer Budget 2016
Current Period: April 2016

Account Descr	2015 Budget	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget
Fund 640 SEWER FUND					
Dept 47000 Debt Service (GENERAL)					
E 640-47000-600 Debt Srv Principal	\$279,000.00	\$0.00	\$291,250.00	\$0.00	\$0.00
E 640-47000-601 Debt Srv Interest	\$124,065.30	\$120,927.18	\$113,463.00	\$2,698.50	\$0.00
Dept 47000 Debt Service (GENERAL)	\$403,065.30	\$120,927.18	\$404,713.00	\$2,698.50	\$0.00
Dept 49000 Miscellaneous (GENERAL)					
E 640-49000-430 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49000 Miscellaneous (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49470 Sewer Lift Stations					
E 640-49470-321 Telephone	\$185.00	\$168.99	\$185.00	\$42.64	\$0.00
E 640-49470-381 Electric Utilities	\$5,400.00	\$4,511.96	\$4,810.00	\$1,921.23	\$0.00
E 640-49470-400 Repairs & Maint Cont	\$4,500.00	\$3,045.64	\$4,500.00	\$2,064.50	\$0.00
E 640-49470-500 Capital Outlay (GENERAL)	\$3,000.00	\$3,014.00	\$3,000.00	\$0.00	\$0.00
Dept 49470 Sewer Lift Stations	\$13,085.00	\$10,740.59	\$12,495.00	\$4,028.37	\$0.00
Dept 49480 Sewer Treatment Plants					
E 640-49480-216 Chemicals and Chem Products	\$14,628.00	\$14,331.39	\$12,875.00	\$3,586.50	\$0.00
E 640-49480-220 Bio-Solids Disposal	\$34,030.00	\$26,693.00	\$34,030.00	\$0.00	\$0.00
E 640-49480-300 Professional Svcs	\$24,925.00	\$22,418.75	\$24,925.00	\$6,500.00	\$0.00
E 640-49480-321 Telephone	\$1,860.00	\$2,218.79	\$1,860.00	\$635.70	\$0.00
E 640-49480-381 Electric Utilities	\$28,440.00	\$24,563.56	\$28,440.00	\$9,420.86	\$0.00
E 640-49480-383 Gas Utilities	\$11,700.00	\$7,278.72	\$11,700.00	\$3,717.34	\$0.00
E 640-49480-385 Testing and Lab Services	\$16,700.00	\$14,565.70	\$16,700.00	\$2,923.90	\$0.00
E 640-49480-404 Repairs/Maint Machinery/Equip	\$20,000.00	\$16,294.00	\$25,850.00	\$5,184.39	\$0.00
E 640-49480-500 Capital Outlay (GENERAL)	\$30,950.00	\$28,853.53	\$30,800.00	\$3,861.74	\$0.00
Dept 49480 Sewer Treatment Plants	\$183,233.00	\$157,217.44	\$187,180.00	\$35,830.43	\$0.00
Dept 49490 SEWER					
E 640-49490-100 Wages and Salaries	\$11,450.00	\$13,410.20	\$13,073.00	\$5,515.83	\$0.00
E 640-49490-120 Employer Contrib Ret	\$860.00	\$928.65	\$981.00	\$402.43	\$0.00
E 640-49490-131 Employer Paid Health	\$1,500.00	\$660.00	\$1,500.00	\$165.00	\$0.00
E 640-49490-133 Employer Paid Dental	\$120.00	\$119.57	\$125.00	\$72.25	\$0.00
E 640-49490-134 Employer Paid Life	\$10.35	\$10.35	\$10.35	\$6.02	\$0.00
E 640-49490-180 Employee Withholdings	\$840.00	\$1,025.76	\$1,000.00	\$421.92	\$0.00
E 640-49490-208 Training and Instruction	\$700.00	\$430.75	\$700.00	\$736.94	\$0.00
E 640-49490-300 Professional Svcs	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00

Sewer Budget 2016

Current Period: April 2016

Account Descr	2015 Budget	2015 Amt	2016 Adopted	2016 YTD Amt	2017 Budget
E 640-49490-301 Auditing and Acct g Services	\$2,835.00	\$0.00	\$2,835.00	\$0.00	\$0.00
E 640-49490-303 Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-304 Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-312 Software Support	\$1,325.00	\$1,382.50	\$1,325.00	\$0.00	\$0.00
E 640-49490-315 ACH Processing Fees	\$75.00	\$70.64	\$75.00	\$21.38	\$0.00
E 640-49490-322 Postage	\$1,300.00	\$1,391.09	\$1,500.00	\$326.80	\$0.00
E 640-49490-350 Print/Binding	\$400.00	\$333.47	\$400.00	\$0.00	\$0.00
E 640-49490-355 Gopher State Locates	\$300.00	\$424.40	\$400.00	\$116.03	\$0.00
E 640-49490-360 Insurance (GENERAL)	\$13,200.00	\$12,138.10	\$13,200.00	\$4,705.50	\$0.00
E 640-49490-400 Repairs & Maint Cont	\$600.00	\$13.99	\$600.00	\$0.00	\$0.00
E 640-49490-404 Repairs/Maint Machinery/Equip	\$20,000.00	\$20,192.35	\$25,000.00	\$0.00	\$0.00
E 640-49490-420 Deprecation Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-430 Miscellaneous (GENERAL)	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00
E 640-49490-433 Dues and Subscriptions	\$125.00	\$0.00	\$125.00	\$0.00	\$0.00
E 640-49490-500 Capital Outlay (GENERAL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-525 Inflow/Infiltration	\$40,000.00	\$325.00	\$60,000.00	\$6,780.00	\$0.00
E 640-49490-615 Bond Discount Amortization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-620 Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E 640-49490-810 Refunds/Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dept 49490 SEWER	\$95,840.35	\$53,606.82	\$123,049.35	\$19,270.10	\$0.00
Fund 640 SEWER FUND	\$695,223.65	\$342,492.03	\$727,437.35	\$61,827.40	\$0.00
	\$695,223.65	\$342,492.03	\$727,437.35	\$61,827.40	\$0.00

INVESTMENTS 2016	12/31/2015	Dividends	Purchase	Sales	1/31/2016	Dividends	Purchase	Sales	2/29/2016	Dividends	Purchase	Sales	3/31/2016
Savings 788491	\$916,260.59				\$916,260.59				\$916,260.59	\$502.56			\$916,763.15
MM Savings 3000708	\$96,134.85				\$96,134.85				\$96,134.85				\$96,134.85
FEMIA Grant 766823	\$291.94				\$291.94				\$291.94	\$5,974.30			\$6,266.24
CD-Fire Dept 8725	\$21,393.67		\$16.23		\$21,409.90				\$21,409.90				\$21,409.90
CD 89460	\$208,450.04		\$209,533.03	-\$208,450.04	\$209,533.03				\$209,533.03				\$209,533.03
CD-FD Truck Fund 14337	\$27,774.33	\$28.00			\$27,802.33				\$27,802.33				\$27,802.33
Total Security Bank	\$1,270,305.42				\$1,270,305.42				\$1,270,305.42				\$1,277,909.50
Edward Jones (BMW Bank of NA)	\$0.00				\$0.00				\$0.00				\$0.00
Edward Jones (Amer Xpress Cent)	\$200,821.09				\$200,821.09				\$200,821.09				\$200,821.09
Redeemed GE Capital Bank CD	\$0.00				\$0.00				\$0.00				\$0.00
Buy BMW of North America	\$204,752.15				\$204,752.15				\$204,752.15				\$204,752.15
BMW Bank of N America	\$41,971.69				\$41,971.69				\$41,971.69				\$41,971.69
Bank of China CD .60%	\$157,685.17				\$157,685.17				\$157,685.17				\$157,685.17
Edward Jones MM	\$3,322.19				\$3,322.19				\$3,322.19				\$3,322.19
First MN CD 82644	\$253,073.79				\$253,073.79				\$253,073.79				\$253,073.79
First MN CD 82646	\$207,520.50				\$207,520.50				\$207,520.50				\$207,520.50
First MN CD 82658	\$102,500.21				\$102,500.21				\$102,500.21				\$102,500.21
First MN CD 82662	\$102,684.10				\$102,684.10				\$102,684.10				\$102,684.10
First MN CD 82669	\$200,529.32				\$200,529.32				\$200,529.32				\$200,529.32
Total Investments	\$2,745,165.63				\$2,745,165.63				\$2,745,165.63				\$2,752,697.77

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 25, 2016
Item Name: Purchase and Installation of Signs in Parks
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 installation and purchase of signs for the parks.

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

Park Board is recommending that the City Council install signs informing residents about picking up after their dogs and that the dogs must be on a leash.

The need would be for 15 signs to be placed at the entrance to each park and on the trails entering the parks.

The cost from the County sign shop for the signs is \$16.13 each (15 x \$16.13) total would be \$241.99 . The City would also need to purchase poles and the cost for 8 foot posts for the signs would be (15 x \$12) for a total for the posts of \$180.00.

Grand total for both the signs and the posts would be \$421.95

Posts	\$180.00
Signs	\$241.95
Grand Total	\$421.95



Staff is requesting approval of the purchase and installation of the signs in the parks.

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

<p>Approved _____</p> <p>Resolution No. _____</p>	<p>Denied _____</p>	<p>Tabled _____</p> <p>Ordinance No. _____</p>	<p>Other _____</p>
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REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 25, 2016
Item Name: Addendum to Purchase Agreement for 409-Shimmcor
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 approving the addendum dated April 8, 2016 and authorizing the Mayor's signature on the addendum.

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

City Staff has received the signed purchase agreement for the property at 409 Shimmcor.

The owner has proposed an addendum to the original purchase agreement. The owner is requesting the following:

1. The buyer pay second half of real estate taxes. That amount would be \$970.00. Property tax information is attached.
2. City Sewer is stubbed to the property
3. Acceptance deadline is May 1, 2016 for this addendum
4. Seller can use the property until November 30, 2016.

The addendum is attached for your review and behind the addendum is the full purchase agreement for reference.

Staff is requesting Council approval and authorization for the Mayor's signature on the addendum.

<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>
<p>Approved _____ Denied _____</p> <p>Resolution No. _____</p>	<p>Tabled _____ Other _____</p> <p>Ordinance No. _____</p>



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: COUNTEROFFER

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1. Date April 8 2016

2. Page 1

3. Addendum to Purchase Agreement between parties, dated February 22, 2016, pertaining to the purchase and sale of the Property located at 409 Shimmelforst Mayer

6. This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).

7. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain the same, as stated in the Purchase Agreement, except the following:

9. (Select appropriate changes from original offer.)

10. [] Sale price shall be \$

11. [] Earnest money shall be a total of \$

12. [x] Closing date shall be on or before October 12, 2016

13. [x] Other: 1) Seller shall pay 1st 1/2 of real estate tax and buyer the 2nd half at closing. (line 53 + 54)

16. 2) line 213 + 214 City Sewer water stubbed to lot.

17. 3) Line 284 acceptance deadline is May 1, 2016. Just a date since February 29 is past.

19. 4) Seller to be able to use the property until November 30, 2016, to store equ. pmnt and materials at no liability to buyer.



ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: COUNTEROFFER

32. Page 2

33. Property located at 409 Shimm cor St Mayer

34. _____

35. _____

36. _____

37. _____

38. _____

39. _____

40. _____

41. _____

42. _____

43. _____

44. _____

45. _____

46. SELLER

47. X Robin Harms

48. By: _____

49. Its: _____
(Title)

50. 4/8/16
(Date)

BUYER

By: _____

Its: _____
(Title)

(Date)

51. SELLER

52. X Robin Harms

53. By: _____

54. Its: _____
(Title)

55. 4/8/16
(Date)

BUYER

By: _____

Its: _____
(Title)

(Date)

56. ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.

57. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).

58. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Parcel Detail

[Search Results](#) [Change of Address](#)
[Print this Page](#)

Carver County Parcel Information		
Parcel ID	Status	Last Update
50.7000080	Active	4/11/2016 3:22:54 PM
Current Owner: HARMS GARY & ROBIN 9180 LAKETOWN RD CHASKA , MN 55318-9372		Property Address: 409 SHIMMCOR ST MAYER MN 55360
TAG 5001 MAYER/CCWMO/111/DRA		Lender:
Legal Description		
Section 06 Township 116 Range 025		

PAYMENT INFORMATION

Online payments can be made from this site and will only be applied to current year taxes. Please note that a convenience fee does apply.

- E-check fee is \$1.20 per transaction.
- Credit card fee is 2.35% of the tax amount paid. Minimum fee \$1.20.

NOTE: Convenience fees are charged and collected by our payment vendor Link2Gov.

[Sign up for tax payment reminders.](#)

[Online Payment Instructions](#)

Carver County Tax Bills: Select tax year for installment detail					
Tax Year	Original Tax	Paid to Date	Penalty/Fees Due	Interest Due	Total Due
2016	\$1,940.00	\$0.00	\$0.00	\$0.00	\$1,940.00
2015	\$2,008.00	\$2,049.77	\$0.00	\$0.00	\$0.00
2014	\$2,112.00	\$2,112.00	\$0.00	\$0.00	\$0.00
2013	\$2,106.00	\$2,106.00	\$0.00	\$0.00	\$0.00
2012	\$1,988.00	\$1,988.00	\$0.00	\$0.00	\$0.00
2011	\$2,498.00	\$2,498.00	\$0.00	\$0.00	\$0.00
2010	\$2,418.00	\$2,418.00	\$0.00	\$0.00	\$0.00
2009	\$2,086.00	\$2,086.00	\$0.00	\$0.00	\$0.00
2008	\$5,878.00	\$5,878.00	\$0.00	\$0.00	\$0.00
2007	\$5,102.00	\$5,204.04	\$0.00	\$0.00	\$0.00
2006	\$5,510.00	\$5,620.20	\$0.00	\$0.00	\$0.00
2005	\$4,354.00	\$4,528.16	\$0.00	\$0.00	\$0.00
2004	\$1,618.00	\$1,682.72	\$0.00	\$0.00	\$0.00
2003	\$386.00	\$409.16	\$0.00	\$0.00	\$0.00
Total					\$1,940.00

Pay 2016 Tax Online

To make any payment other than full year, use partial option and enter amount.

Select a payment option:

Total Due \$1,940.00
 Partial

[ADD TO CART](#)

Payments will be applied to penalty first, if applicable.

Cart: \$0.00

ERROR INSTRUCTIONS

If you receive an error page when trying to checkout please follow the following steps as you are most likely



COMMERCIAL PURCHASE AGREEMENT
This form approved by the Minnesota Association of REALTORS®
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discloses any liability arising out of use or misuse of this form.
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1. Date February, 2016

2. Page 1 of 1 pages

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

4. _____

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

6. _____

7. (\$ 1,000.00) DOLLARS shall be delivered no later than two (2) Business Days after

8. Final Acceptance Date of this Purchase Agreement to be deposited in the trust account of (check one):

9. [X] listing broker; or

10. [] _____

(Name of Title Company)

11. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase

12. Agreement, whichever is later.

13. Said earnest money is part payment for the purchase of property at 409 Shimmer Street

14. _____ located in the

15. City/Township of Mayer County of Carver

16. State of Minnesota, PID # (s) 50-700-0080

17. _____

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

19. _____

20. _____ (collectively the "Property")

21. together with the personal property as described in the attached Addendum to Commercial Purchase Agreement;

22. Personal Property, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

23. One Hundred Eighty-four Thousand and no/100 _____

24. _____

25. (\$ 184,000.00) DOLLARS, which Buyer agrees to pay in the following manner:

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

27. money; PLUS

28. 2. FINANCING of _____ percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any

29. financing as required by this Purchase Agreement.

30. Such financing shall be (check one): [] a first mortgage; [] a contract for deed; or [] a first

31. mortgage with subordinate financing, as described in the attached Addendum to Commercial Purchase Agreement;

32. [] Conventional/SBA/Other [] Contract for Deed.

(Check one.)

33. DUE DILIGENCE: This Purchase Agreement [X] IS [] IS NOT subject to a due diligence contingency. (If answer is IS,

34. see attached see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

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

36. DEED/MARKETABLE TITLE: Subject to performance by Buyer, Seller agrees to execute and deliver a (check one):

37. [X] Warranty Deed, [] Limited Warranty Deed, [] Contract for Deed,

38. or [] Other: _____ Deed conveying marketable title, subject to:

39. (a) building and zoning laws, ordinances, and state and federal regulations;

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

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

42. (d) utility and drainage easements which do not interfere with existing improvements; and

43. (e) others (must be specified in writing): _____

44. _____



COMMERCIAL PURCHASE AGREEMENT

45. Page 2 Date February, 2016

- 46. Property 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
52. days of Seller's written request. Said consent 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 Shimmcoor 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 90 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 559.21 or MN Statute 559.217, 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 Shimmoor 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 arbiter 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 arbiter 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.



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)
193. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
194. 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
196. 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
198. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer
199. and Seller shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed
200. by law.
201. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the
202. 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
204. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
205. 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
207. CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE
208. DATE OF THIS PURCHASE AGREEMENT.
209. DISCLOSURE NOTICE: If this Purchase Agreement includes a structure used or intended to be used as residential
210. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a Disclosure Statement Seller's
211. 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 [X] YES [] NO
215. SUBSURFACE SEWAGE TREATMENT SYSTEM
216. SELLER [] DOES [X] DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
217. THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement:
218. Subsurface Sewage Treatment System.)
219. PRIVATE WELL
220. SELLER [] DOES [X] DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well
221. is located on the Property, see Disclosure Statement: Well.)
222. THIS PURCHASE AGREEMENT [] IS [X] IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
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
226. RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE
227. TREATMENT SYSTEM.

MNC:PA-6 (8/15)



COMMERCIAL PURCHASE AGREEMENT

228. Page 6 Date February, 2016

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

230. **NOTICE**

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

232. C B Burnet
(Real Estate Company Name)

233. _____
(Licensed) 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
 236. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual
 237. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary
 238. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can
 239. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,
 240. terms and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or
 241. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents
 242. 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
 245. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its
 246. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
 247. 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
 249. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will
 250. 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
 253. sale.

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

256. SELLER: Gary Harms BUYER: City of Mayer

257. By: [Signature] By: [Signature]
Gerald W. Thomas

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

259. February, 2016 February 22, 2016
(Date) (Date)

260. SELLER: Robin Harms BUYER: City of Mayer

261. By: [Signature] By: [Signature]
City Administrator

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

263. February, 2016 February 22, 2016
(Date) (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
268. cash outlay at closing or reduce the proceeds from the sale.
269. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
270. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
271. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
272. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.
273. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
274. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
275. the closing and delivery of the deed.
276. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
277. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
278. identification numbers or Social Security numbers.
279. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
280. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA
281. compliance, as the respective licensees representing or assisting either party will be unable to assure either
282. party whether the transaction is exempt from FIRPTA withholding requirements.
283. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 p.m.,
284. February 29, 2016, and in such event all earnest money shall be returned to Buyer.
285. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part
286. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or
287. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)
288. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing
289. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations
290. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller
291. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid
292. hereunder to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with
293. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in
294. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title and interest in and to
295. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate
296. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written consent.
297. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless
298. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,
299. operation or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will
300. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash
301. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'
302. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and
303. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for
304. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the
305. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are
306. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and
307. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable made
308. 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 constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

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

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

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

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

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BURNET

CBBURNET.com

COMMERCIAL PURCHASE AGREEMENT

342. Page 9 Date February, 2016

343. Property located at 409 Shimmcor 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
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: [Signature]

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

359. February, 2016
(Date)

BUYER

City of Mayer

By: [Signature]
Gerald W. Thomas

Its: Mayor
(Title)

February 22, 2016
(Date)

360. SELLER

361. Robin Harms

362. By: [Signature]

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

364. February, 2016
(Date)

BUYER

City of Mayer

By: [Signature]

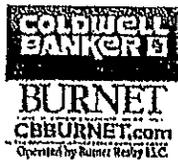
Its:
(Title)

February 22, 2016
(Date)

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

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 Shimmcor Street, Mayer, MN

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

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

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

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and
14. suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of
17. 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
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all
21. earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

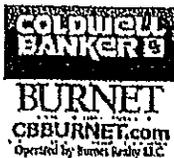
22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of any
24. disapproved items that Seller has not agreed in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

25. Buyer's Responsibility Regarding Due Diligence: Buyer shall keep the Property free and clear of all liens, shall
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was in
29. 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
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if any,
34. 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
37. obtaining a Phase I environmental site assessment of the Property at [] BUYER'S [] SELLER'S expense
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

44. Page 11

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

53. (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

61. (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.)

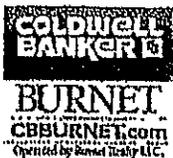
74. _____
75. _____

76. _____

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.)

78. _____
79. _____

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.

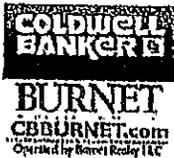
95. [] (iv) [] BUYER [] SELLER obtaining and approving copies of Association documents at [] BUYER [] SELLER expense.

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. 5. 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 the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be 120. completed within 121. _____ days of Final Acceptance Date of this Purchase Agreement. All Buyer investigations shall be at Buyer's sole cost and expense. 122.

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]

City Administrator (Title)

131. Its: _____ (Title)

Its: _____ (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 (8/15)

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:		April 25, 2016	
Item Name:		Park Board Recommendation for Discovery Park	
Originating Department:		Administration	
Presented by:		Luayn Ruch-Hammond	
Previous Council Action (if any):			
Item Type (X only one):	Consent <input type="checkbox"/>	Regular Session <input type="checkbox"/>	Discussion Session <input checked="" type="checkbox"/>
RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)			
A motion authorizing Thomas Clemenson Concrete and Masonry to complete the concrete curbing in Discovery Park at a cost of \$4,896.00.			
EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)			
Park Board is recommending construction of concrete curbing around the playground equipment area. The cost to complete the curbing in Discovery Park is \$4,896.00.			
The Park Board has included the cost of \$6,336.00 in their 2016 Capital Improvement Plan for the construction of the curbing.			
Park Board is recommending approval of the bid for Discovery Park from Thomas Clemenson Concrete and Masonry in the amount of \$4,896.00.			
FINANCIAL IMPLICATIONS:		ADVISORY BOARD RECOMMENDATIONS:	
Funding Sources & Uses:		Other _____	
Budget Information:			
_____ Budgeted	_____ Non Budgeted		
_____ Amendment Required			
Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	

City of Mayer
413 Bluejay Ave.
Mayer, MN. 55360

Concrete curbing for city parks- 12"x12" concrete curb with two 5/8" rebar, light broom finish top, expansion cut approximately every 9', one coat of cure and seal concrete sealer.

Discovery Park 288'=\$4,896.00

West Ridge Park 490'=\$8,330.00

Meadow Park 265'=\$4,505.00

Old Schoolhouse Park 310'=\$5,270.00

Recommendation-complete one park a month, so the other three parks are available to be used.

Material and Labor
Total \$23,001.00

Signature:  Date: 4-11-2016

Approval: _____ Date: _____

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 25, 2016
Item Name: Revised 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.)

A motion authorizing the Mayor's and Clerk's signatures on the amended purchase agreement.

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

Attached is the revised purchase agreement for the property at 314 Ash Avenue South. This purchase agreement reflects the City Attorney's comments from the email of March 24, 2016.

Staff is requesting Council approval of the Purchase Agreement submitted by Casey's Retail Company for the purchase by Casey's of Lot 1, Block 2, Sell Commercial Industrial Park, for the price of \$220,000 and directing the Mayor and Clerk to sign the Purchase Agreement on behalf of the City of Mayer and to execute a Limited Warranty Deed and any other appropriate documents at closing.

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. _____	

Luayn Ruch-Hammond

From: Julianne Marcsisak [jbmarsisak@mhsllaw.com]
Sent: Thursday, March 24, 2016 2:25 PM
To: patty.jones@caseys.com
Cc: 'cityadmin@frontiernet.net'
Subject: Casey's Purchase Agreement with City of Mayer, MN 314 Ash Avenue South

Ms. Jones,

I am the city attorney for the City of Mayer, Minnesota, and I have been asked to review the preliminary draft of the proposed Purchase Agreement that you emailed to Luayn Ruch-Hammond on March 22, 2016, in regard to the above transaction. Thank you for getting it to us so quickly. The agreement appears to be generally in good form, but I have some comments and some revisions that need to be addressed. In no particular order, they are as follows:

1. The order of the execution of the Purchase Agreement needs to be reversed. Once we have preliminary agreement on its terms, the Buyer (Casey's) would sign the originals and submit them to the City Council for review and if approved would be signed by the appropriate officers and one copy returned to Casey's.
2. Possibly the most important revision is the closing and possession clause. The City recognizes the need for the Buyer to have certain contingencies satisfied, but we must also have a solid closing date. That is, not a moving closing date. If the Buyer needs additional time, it can always request an extension from the City which the City could grant in its sole discretion. That is, all contingencies, inspections, tests, conditions, impossibilities, impracticabilities, etc., must be fully completed or waived by the closing date.

The City is in need of the proceeds from this sale to purchase another parcel of property so it would, of course, like to close as soon as possible. If the closing date can be made earlier than October 12, 2016, it would be greatly appreciated. The property is a bare, vacant, unimproved platted lot so it would appear that all inspections and contingencies could be completed before October 12th. The City stands ready to work with the Buyer in any way possible to help speed this transaction along. However, if October 12th is the only date workable for the Buyer, that would be the latest specific closing date.

3. I am not familiar with the last sentence in paragraph 2 stating that the Seller agrees to make available to Buyer certain payments, fees, etc. as set forth on Seller's closing statement. That needs explanation or deletion.
4. The City anticipates it will provide a commitment for an owner's title insurance policy as referenced in paragraph 5B. Buyer will obtain its own survey and any other title evidence it desires at its own expense. If Seller is unable to produce marketable title and not waive by Buyer, Seller's sole obligation shall be to refund Buyer's earnest money.
5. Because Seller is a municipality, Seller will provide a standard Minnesota Limited Warranty Deed to Buyer (ECB 1029).
6. Paragraph 11F should be deleted or revised to state that if any such dedication was required and Buyer did not receive compensation and Buyer was not satisfied, Buyer can terminate the purchase. But there would not be a reduction in the sale price. Also, Seller has no other real estate that it could provide to Seller in lieu of any area reduction.
7. There should be a date line attached to the right of Buyer's signature on page 7.
8. Because the property to be purchased is an existing platted lot, there probably is no need for the "Legal Description Subject to Refinement" clause attached as part of Exhibit A. However, if this provision remains,

there must be an addition that states that the Seller shall not be responsible for any costs or expenses included in any such refinement.

9. In the authorization to conduct environmental audit, there should be a sentence added to the first paragraph after No. 4 on page 10 that states "Notwithstanding the foregoing the Owner (City) shall have no obligation or responsibility to perform any such cleanup, remediation, etc.

Thank you for the opportunity to preliminarily comment on the proposed Purchase Agreement. We reserve the right to further comment as we proceed. Please contact me in regard to any questions. Thank you very much for your attention.

David P. Hubert,
City Attorney
121 West Main Street, #200
Waconia, MN 55387
952-442-7700
jbmrcsisak@mhslaw.com

Julianne M. Marcisak
Legal Assistant to
Paul Melchert,
P. David Melchert, and
David P. Hubert
Melchert Hubert Sjodin,
PLLP
(952) 442-7700
jbmrcsisak@mhslaw.com
121 West Main Street, Suite www.mhslaw.com
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.



CASEY'S GENERAL STORES, INC.

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

April 19, 2016

City of Mayer
Attn: Luayn Ruch-Hammond
413 Bluejay Avenue
PO Box 102
Mayer, MN 55360-0102

RE: Proposed Casey's Site
314 Ash Avenue South
Mayer, Minnesota

Dear Luayn:

Enclosed, please find two signed copies of the revised Purchase Agreement regarding the above-referenced property owned by the City of Mayer. Once reviewed and acted upon by the City Council, please return one fully signed copy to my attention at the following address:

Casey's General Stores, Inc.
Attn: Patty Jones
One SE Convenience Boulevard
Ankeny, IA 50021

If you have any questions, please contact me at (515) 965-6239 or via email at patty.jones@caseys.com.

Sincerely,

Patty Jones
Real Estate/Store Development

Enclosures

REAL ESTATE PURCHASE AGREEMENT

CASEY'S RETAIL COMPANY
One Convenience Boulevard S.E.
Ankeny, IA 50021

THIS IS A LEGALLY BINDING CONTRACT: IF NOT UNDERSTOOD, SEEK LEGAL ADVICE!

Casey's Retail Company (hereinafter the "Buyer" or "Casey's"), hereby agrees to buy and City of Mayer, Minnesota, a municipal corporation (hereinafter the "Seller"), of Mayer, Minnesota, hereby agrees to sell that certain real estate (hereinafter the "Real Estate") located in or near the Town or City of Mayer, Carver County, Minnesota, described on Exhibit "A" attached hereto and by this reference incorporated herein, the street address or location of which is 314 Ash Avenue South, Mayer, Carver County, Minnesota, and which has an irregular lot size of approximately 235 feet x 240 feet **together with** any easements and appurtenant servient estates and free from all liens and encumbrances, **subject to** only the following: (a) zoning and other ordinances acceptable to Buyer; (b) covenants of record acceptable to Buyer; and (c) easements of record for public utilities, roads and highways acceptable to Buyer; **provided** Buyer, on possession, is permitted to use the Real Estate to build and operate a convenience store which sells motor fuel, groceries, and prepared carry-out foods and has a package beer license, in accordance with Buyer's plan for development of the Real Estate. The terms and conditions of sale are as follows:

1. **Purchase Price.** The Purchase Price shall be Two Hundred Twenty Thousand Dollars (\$220,000.00), payable at Carver County, Minnesota, as follows:
 - A. The sum of One Thousand Dollars (\$1,000.00) shall be paid as a down payment, which shall be refunded to Casey's in the event this business transaction does not close. Said earnest money shall be made payable to Title Mark, LLC, 121 Main Street West, Suite 200, Waconia, Minnesota 55387.
 - B. The entire balance of the Purchase Price remaining after the aforementioned payment has been made shall be paid in full at Closing, upon delivery of a Minnesota Limited Warranty Deed, duly executed and in proper form, conveying full marketable title to the Real Estate.
2. **Closing and Possession.** Provided all contingencies and conditions to which this Agreement is subject have then been satisfied in full or waived in writing by the Buyer, the parties shall close this transaction on October 12, 2016, or on such earlier date as the parties may agree. If any such condition or contingency remains materially unsatisfied as of the projected date of Closing and has not been waived by the Buyer, then in that event this Agreement shall be deemed terminated and of no further force or effect, unless the parties agree in writing to further extend this Agreement. Possession of the Real Estate shall be delivered to the Buyer on the actual date of Closing (the "Closing Date"). Any adjustments of rent, insurance, and interest shall be made as of such date. Seller agrees that it will make available to Buyer any payments, fees, disbursements, payoffs, etc. as set forth on Seller's portion of the closing statement.

3. **Real Estate Taxes.** Seller shall pay all real estate taxes assessed against the Real Estate which would be delinquent if not paid on or before Closing Date and any unpaid real estate taxes payable in prior years. Unpaid taxes assessed but not delinquent as of Closing shall be pro-rated between the Seller and Buyer based on the prevailing practice in the state where the Real Estate is located. Any proration of taxes on the Real Estate shall be based upon such taxes for the year currently payable, unless the parties provide otherwise in this Agreement. Buyer shall pay all subsequent real estate taxes.

4. **Special Assessments.** Seller shall pay all special assessments which are a lien on the Real Estate as of Closing Date. All other special assessments shall be paid by Buyer.

5. **Title Evidence.** Seller shall provide evidence of title to the Buyer by compliance with either A or B, below at Seller's option:

A. **Abstract of Title.** Within thirty (30) days of the date of this Agreement, Seller, at its expense, shall obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyer for examination. The abstract shall show merchantable title in Seller in conformity with this Agreement, applicable state law and prevailing title standards. The abstract shall become the property of the Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

B. **Title Insurance.** In the alternative, within thirty (30) days of the date of this Agreement, the Seller shall provide to the Buyer a commitment for an owner's title insurance policy insuring title to the Real Estate for an amount equal to the purchase price hereunder and providing coverage which includes the Standard Exception Waiver Endorsement (ALTA Owner's Policy). The Buyer will provide a suitable survey for underwriting purposes, at Buyer's expense. Seller shall bear all other expenses associated therewith, including the cost of any necessary abstracting services. Buyer shall have a reasonable time after receipt of the commitment to submit written title objections to the Seller. The Seller shall have a further reasonable time to correct any title objections or deficiencies which may be found to exist and to satisfy all requirements of the commitment.

If Seller is unable to produce marketable title in conformity with this Agreement within a reasonable period of time, the Buyer shall have the option to declare this Agreement null and void and shall be refunded the amount of the down payment promptly upon demand. In the event the Seller has provided suitable title evidence in compliance with this paragraph, and if this transaction thereafter fails to be consummated due to no fault or failure attributable to the Seller, then in such event the Buyer will reimburse Seller its actual reasonable costs of obtaining such title evidence.

6. **Risk of Loss and Insurance.** All risk of loss shall remain with the Seller until possession of the Real Estate is delivered to Buyer. In the event Buyer allows Seller to retain possession of the Real Estate for any time period after Closing, Seller agrees to maintain liability

insurance coverage on the Real Estate with such limits as Buyer may reasonably require, and shall provide Buyer, on demand, a certificate of insurance showing Buyer to be an additional or named insured as to such coverage; and Seller shall indemnify and hold Buyer, its agents, successors and assigns harmless from any and all claims, liability or damages of whatever kind relating to or arising from the Seller's continued use and occupancy of the Real Estate. This provision shall survive Closing hereunder.

7. **Fixtures.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: None.

8. **Deed.** Upon payment of the Purchase Price, Seller shall convey the Real Estate to Buyer or its assignees by Minnesota Limited Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as otherwise provided in this Agreement. Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of Seller continuing up to time of delivery of the Deed.

9. **Closing Costs.** The cost of the closing agent will be equally split between the parties and the remaining closing charges will be prorated pursuant to local real estate customs.

10. **Hazardous Materials.** Prior to Closing, the Buyer shall have the right to conduct an investigation of the Real Estate to determine whether any structure or improvement contains asbestos or any other hazardous material. If any such material is found to be present, then the Buyer shall have the right to rescind this Agreement and terminate its obligations hereunder at any time prior to Closing, unless Buyer has thereafter specifically waived this provision in writing.

11. **Contingencies.** The obligations of the Buyer hereunder are contingent upon full satisfaction of each and every one of the following requirements prior to Closing:

- A. Buyer obtaining evidence satisfactory to Buyer, based on tests and other investigation conducted at Buyer's expense, that the Real Estate and the groundwater therein are not contaminated with any hazardous substance or material or pollutant of any kind, including gasoline or other fossil fuels, and require no cleanup or other corrective action under applicable Federal, State, or local environmental laws or regulations, but are free from pollution and environmentally safe for Buyer's proposed use of the Real Estate. If contamination is found to be present on the Real Estate, this Agreement shall be voidable at the option of Buyer. In the event the Buyer so elects to void this Agreement, then the Buyer will make available to the Seller for examination any and all written reports of investigative findings, including test results, on which Buyer's election was based.

- B. Buyer being assured that the land is stable, well drained, and otherwise suitable for the construction proposed and operation of a septic tank system, if necessary.
- C. Buyer being able to obtain from the appropriate authority or authorities, a suitable building permit to construct such improvements as comprise a Casey's General Store in accordance with Buyer's plan for development of the Real Estate, permits for more than one suitable access to and from public highways as needed, authority or permits as needed for waste disposal and needed utility service, and licenses and permits necessary to operate a convenience-type store which sells motor fuel, groceries, packaged beer and prepared carry-out foods.
- D. Buyer obtaining a survey at Buyer's expense confirming the boundaries substantially as represented by the Seller, without encroachments.
- E. Buyer being assured that each of the following is true:
 - 1) Access to the Real Estate as needed by the Buyer is available at no additional cost to the Buyer.
 - 2) An adequate and continuous supply of suitable water is available to the Real Estate at no additional cost to the Buyer, except costs associated with the construction of a suitable water line from the Casey's building to the local water utility company's existing water line, hook-up charges and normal ongoing fees of the water utility company based on actual consumption.
 - 3) Adequate and continuing sanitary sewer service is available to the Real Estate or an adequate septic system serves, or can be constructed to serve, the Real Estate into the future at no additional cost to the Buyer, except costs associated with the construction of the septic system or sanitary sewer line from the Casey's store building to the sewer line of the local sanitary sewer utility or municipality, hook-up charges and normal ongoing fees of the utility company or municipality based on actual use.

Unless all of the above-stated contingencies have been satisfied in full or waived in writing by the Buyer as of Closing, the Buyer shall not be required to close this transaction, but shall have the option to thereupon terminate its obligations hereunder and rescind this Agreement, except as may be expressly provided otherwise herein. Said option to terminate may be exercised at any time Buyer determines it is impossible or impracticable to satisfy any of the above-stated contingencies.

12. **Impossibility/Impracticability of Development; Change of Conditions.** If the Buyer, in its own judgment, shall determine that, (i) for reasons of impossibility or impracticability, the Real Estate cannot be developed at reasonable cost into a successful convenience store/gasoline filling station in accordance with the Buyer's plan for development, or (ii) that it has or will become futile to attempt the same because of actual or expected changes in fundamental conditions on which the success of Buyer's proposed convenience store/gasoline filling station is

predicated, due to factors beyond the control of the Buyer including, but not limited to, any or all of the following, to-wit:

- A. Physical conditions, including soil and/or groundwater conditions, topography, drainage, influences of adjoining properties and uses, the influence of streams, flood plains or bodies of water, excessive grading, fill or earth removal costs, the need for extraordinary retaining walls, footings or pilings, or the potential for damage to adjoining property or the value thereof; or
- B. Restrictions, conditions or limitations imposed by or resulting from the action, refusal to act, or posturing of a public body, council, board or official, as a result of which access, traffic flow, licensing, signage, or use of the Real Estate or adjacent properties has been, or is expected to be, adversely impacted including, by way of illustration only, proposals to relocate a highway in proximity to the Real Estate, installation of signal lights, raised medians or traffic blisters, institution of intersection set-backs or frontage roads, or rezoning of or approval of a development plan for adjoining property; or
- C. Changes in the local economy due to closure or curtailment of a local employer, financial institution, school, attraction, recreation area, or shopping center, changes in expected traffic counts for any reason, including changes in highways or traffic patterns or the closure of complementary businesses, or changes in the competitive environment, including, by way of illustration, actual or proposed opening of additional convenience stores or retailers of gasoline, pizza or sandwiches in proximity to the Real Estate or material changes or improvements in any such existing business;

then the Buyer shall have the right at any time prior to Closing to rescind this Agreement and terminate its obligations hereunder by personally delivering or mailing to the Seller or Seller's representative by certified U.S. Mail a notice of election to rescind, setting forth the reasons on which such election is based.

13. **Assignment.** Seller shall not, prior to Closing, sell, assign, or transfer this Agreement or any interest herein or any interest in the subject Real Estate without the written consent of Buyer.

14. **Remedies of the Parties.**

- A. If Seller fails to timely perform this Agreement, all payments made hereunder shall be returned to the Buyer, promptly upon demand.
- B. Buyer and Seller shall each be entitled to utilize any and all other remedies available at law or in equity for breach of this Agreement.

15. **Binding Effect.** This Purchase Agreement shall be binding upon the undersigned, their heirs, legal representatives, successors and assigns, according to the terms hereof.

16. **Time of the Essence.** Time is of the essence in this Agreement.

17. **Construction.** In the construction of this Agreement, use of the singular shall include the plural, use of the plural shall include the singular, and the use of the neuter or any gender identifying words and phrases shall be deemed to include either or both genders, according to context.

18. **Exclusive Agreement.** The Buyer and Seller agree that all understandings and agreements hereto had between them are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement is entered into after full investigation, neither Buyer nor Seller relying upon any statement or representation not embodied in this Agreement by the other.

19. **Amendments.** This Purchase Agreement may not be changed orally, but only by agreement in writing, duly executed by or on behalf of the party(ies) against whom enforcement of any waiver, change, modification, consent or discharge is sought.

20. **Adjacent Property.** The obligations of the Buyer under this Purchase Agreement are contingent upon the Buyer's contemporaneous closing on contract(s) to acquire one or more properties owned by a third party or parties adjoining the Real Estate and/or easement rights over one or more such properties adjoining the Real Estate. YES NO

21. **Additional Provisions.** The additional provisions set forth on the Addendum attached hereto (if any) are an integral part of this Agreement.

An Addendum is Attached: YES NO

If Seller is unsure of the effect the subject transaction may have on any past, pending or contemplated future legal action, to which Seller is or may be a party to, of any type or nature, which may directly or indirectly involve the Real Estate, Seller should seek the advice of an attorney before signing.

SELLER:

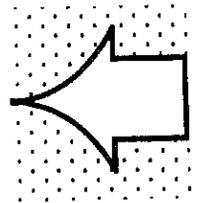
CITY OF MAYER, MINNESOTA

By: _____
Gerry Thomas, Mayor

(date)

By: _____
Lois A. Maetzold, City Clerk

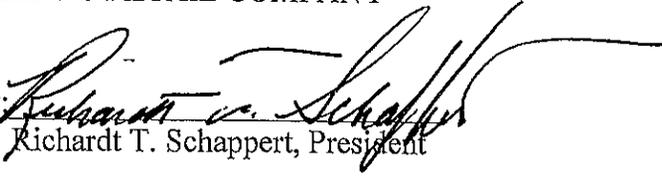
(date)



BUYER:

CASEY'S RETAIL COMPANY

By:


Richard T. Schappert, President

4/19/16
(date)

EXHIBIT "A"

to the Purchase Agreement between Casey's Retail Company, Buyer, and the City of Mayer, Minnesota, Seller, dated _____, 2016, with respect to the property known as 314 Ash Avenue South, Mayer, Carver County, Minnesota.

Legal Description

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

Legal Description Subject to Refinement. The parties acknowledge that the legal description and approximate dimensions of the subject property herein set forth may contain minor inaccuracies, may not be complete, or may lack definition which can only be provided through a survey. The parties agree that such legal description and dimensions of the subject property shall be subject to refinement, correction or completion, at Buyer's expense, based on a plat or plat of survey made subsequent to the date of this Purchase Agreement, and/or further investigation of the title, before as well as after Closing of this transaction. This provision shall survive Closing.

AUTHORIZATION TO CONDUCT ENVIRONMENTAL AUDIT

TO: Whom it may concern:

The undersigned, the City of Mayer, Minnesota, ("Seller/Owner"), being the owner of the property identified on Exhibit "A" attached hereto and by this reference incorporated herein, including all real estate described in said Exhibit "A" (the "Premises"), hereby authorizes Casey's General Stores, Inc. ("Casey's"), its subsidiaries, employees, agents, consultants and contractors to conduct at Casey's expense a pre-purchase/lease environmental audit of the Premises, to include, but not limited to, any or all of the following:

1. To enter upon the Premises for the purpose of physically inspecting the land and any improvements to determine whether any improvements contain asbestos, lead, poisons, or other hazardous substances and to ascertain whether the Premises have been subject to any use or uses that may have caused hazardous substances or other contaminants to be kept, used or transported on the Premises, and to obtain samples from any buildings, improvements, or personal property found on the Premises for purposes of analysis.
2. To review all records of the Owner relative to past uses and ownership of the Premises or containing any evidence concerning the environmental history of the same, including evidence of previous environmental audits, tests, monitoring, or cleanup or remedial work performed at any time on the Premises.
3. To enter upon the Premises at any time or times within a 60-day period commencing immediately for the purpose of obtaining samples from the land, including residual materials thereon, and to cause tests of the soil and/or groundwater to be conducted to determine:
 - a) Whether there is contamination from gasoline or other hydrocarbons, hazardous substances, or contaminants of any other kind on the Premises;
 - b) Whether the Premises have at any time been used as a dump site or landfill and/or contain waste or other fill material that is hazardous, unlawful, inappropriate to Casey's proposed development of the Premises, or requires removal or remediation of any kind.
 - c) Whether the land is safe, stable, well-drained and otherwise suitable for construction and operation of a convenience store with gasoline sale facilities, whether the soil will satisfactorily percolate (if a septic system is in use), and whether there are wells, septic tanks, drainage tiles or structures, cisterns, underground utility lines, or other underground structures on the Premises.

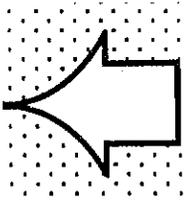
4. To cause tests to be conducted of any and all fuel storage tanks, lines, equipment and related facilities to determine if the same are tight and do not leak and are functioning properly.

Casey's shall have the right to select the testing agency or firm to conduct any such tests and the laboratory or laboratories to analyze any samples taken. If such tests result in the discovery of contamination by gasoline or other hydrocarbons, contaminants or hazardous substances in excess of acceptable levels under applicable Federal or State laws and regulations or local ordinances or rules, then the undersigned Owner and Lessee will hold Casey's harmless from any responsibility for cleanup, monitoring, remediation, further testing, reporting or other procedures which may be indicated as necessary or required under such laws, regulations and ordinances. All boreholes from drilling operations will be appropriately filled unless requested otherwise by the Owner or Lessee. Notwithstanding the foregoing, the Owner shall have no obligation or responsibility to perform any such cleanup, remediation, etc.

Any person, firm, agency, laboratory, consultant or expert conducting such tests or analyzing test results shall be authorized to provide to Casey's written copies of any and all reports of test findings, including recommendations for correction or remediation, and to discuss with the employees, representatives, consultants and contractors of Casey's any test results and the impressions and opinions of the person, firm, agency or other professional concerning the nature and seriousness of any contamination or other problems indicated and the probable cost and effectiveness of alternative corrective or remedial procedures. This authorization is given with the understanding that the undersigned Owner will be entitled to a copy of any reports of findings or test results, upon request.

OWNER:

CITY OF MAYER, MINNESOTA



Date

Gerry Thomas, Mayor

Telephone Number

Date

Lois A. Maetzold, City Clerk

Telephone Number

Property Address: 314 Ash Avenue South, Mayer, Minnesota

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 25, 2016
Item Name: Wayzata Timing Contract
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 Administrator's signature on the contract with Wayzata Timing for the Mayer Moxie 5K on June 11, 2016.

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

The Park Board will be conducting a Mayer Moxie 5K again this year. The date of the event is Saturday, June 11 at 9:00 AM.

The cost for Wayzata Timing is \$300 plus \$.55 per mile for the timer. The cost for timing of the event in 2015 was \$334.65.

Park board is recommending approval of the contract with Wayzata Timing to provide timing services for the Mayer Moxie 5K on Saturday, June 11, 2016.

<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>
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Approved _____ **Denied** _____ **Tabled** _____ **Other** _____

Resolution No. _____ **Ordinance No.** _____



1103 S 3rd St
 Clear Lake, IA 50428
 612-849-0713
 www.wayzataresults.com

Service Contract – Road Races

For:	City of Mayer
Date of Service:	6/11
Venue:	Mayer, MN
Event Name:	Move For Your Moxie
Event Type:	Road Race
Timing Option:	Pull-Tag Timing
Services Included:	Timing, Results, RoadID Bibs, Display Clock
Customer Responsibilities:	Provide Volunteers to help with timing
Payment Terms:	Within 30 days of Invoice Received
Other:	N/A
Hotel:	-----
Travel:	\$0.55 per mile
Price(s) (estimate):	\$300 minimum timing fee (\$1.50 per entry after 200 entries) Plus Mileage

This contract between the customer listed above and Wayzata Results, Inc. agree to the following service package detailed on the second page, including responsibilities of both the customer and Wayzata Results, Inc..



PLEASE SIGN AND EMAIL (or mail) THIS AGREEMENT TO WAYZATA RESULTS, INC. AS SOON AS POSSIBLE. WHEN WE RECEIVE THIS AGREEMENT, IT OFFICIALLY ENTERS YOUR MEET INTO OUR SERVICE CALENDAR.

THANK YOU!

x Josh Gerber

Josh Gerber
Owner/Event Operations Director

X _____

Host



Service Agreement

This Service Agreement ("Agreement") is dated as of date listed on the first page of this agreement, by and between the customer detailed on the first page ("Customer") and Wayzata Results, Inc.. ("Provider"). The Parties agree as follows:

1. SERVICES:

The Provider will perform the services agreed upon and indicated on the first page of this document.

2. TIME OF COMPLETION:

The services described above shall be completed in a timely manner on the date of the event. Any post-event services will be completed in a timely manner consistent with the abilities of the Provider to perform those services.

3. PAYMENT/FEES:

The Customer shall pay the Provider for the services to be performed under the Agreement the sum listed on the first page of this document.

There is a \$200 non-refundable fee for holding the date – no deposit required

Once the registration deadline or after teams have started registering for your event, or if the meet is already seeded there is a 50% charge (or the \$200 holding fee – whichever is greater).

If the event is canceled after we leave for the event there is 75% charge plus mileage (or the \$200 holding fee plus mileage – whichever is greater).

If the event is canceled once we arrive on site there is 100% charge.

Payments must be received within 30 days of completion of the event in full. If payment is not made within 30 days there will be a 10% charge added on to the timing fee for each 30 days the payment is delinquent.

4. GENERAL PROVISIONS:

All work shall be completed in a workmanship like manner, and if applicable, in compliance with all building codes and other applicable laws.

To the extent required by law all work shall be performed by individuals duly licenses and authorized by law to perform the work.

Provider warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Provider or its employees.

Provider shall not be liable for any delay due to circumstance beyond its control.

The full balance of the agreement will be paid if the event is canceled after the Provider arrives at the event.

If the event is postponed or the date is changed from that listed on the first page of this agreement, the Provider will make every attempt to accommodate the new date.

Provider is not to be held liable for inability to perform services based on the Customer's failure to meet necessary conditions stated in the service responsibilities detailed on the first page of this agreement.

Any changes to this document must be set forth in writing by both Customer and Provider.

Customer is responsible for any damage to equipment due to participants, officials, coaches, spectators, et all.

Customer is NOT responsible for damage due by acts of God (example: weather)

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 25, 2016
Item Name: Mayer Moxie 5K
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 Mayer Moxie 5K prizes in the amount of \$400.00.

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

Park board is hosting its 4th annual Mayer Moxie 5K run.

The Park Board would like to offer \$50 to each male and female in the following categories 10-19, 20-29, 30-49 and 50+. The total for the prizes would be \$400.00.

Park Board divided the 10-29 category into two categories (10-19 and 20-29) this increased the prizes by \$100. The prizes are offset by the entrance fees for the run.

Park Board is recommending approval of the prizes for the Mayer Moxie 5K in the amount of \$400.00.

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
Funding Sources & Uses:	
Budget Information:	
<input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	
	Other

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

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 25, 2016
Item Name: Resolution 4-25-2016-16 Appointment of Deputy Clerk
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 approving Resolution 4-25-2016-16 Appointment of Deputy Clerk.

EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)
 Staff has completed background and reference checks on Janelle Gildemeister for the full time Deputy Clerk position.
 The background check was clear and reference checks were very favorable for Janelle Gildemeister.
 The starting wage for the Deputy Clerk position would be \$18.00 per hour with benefits. The starting date is May 11, 2016.
 Staff is requesting approval of Resolution 4-25-2016-16 appointment of Deputy Clerk.

FINANCIAL IMPLICATIONS: Funding Sources & Uses: Budget Information: <input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	ADVISORY BOARD RECOMMENDATIONS: Other <input type="checkbox"/>
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Approved <input type="checkbox"/> Denied <input type="checkbox"/> Resolution No. _____	Tabled <input type="checkbox"/> Other <input type="checkbox"/> Ordinance No. _____
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City of Mayer
Resolution No. 4-25-2016-16

Resolution Regarding Employment of Janelle Gildemeister

WHEREAS, the City of Mayer made the decision to hire a full time Deputy Clerk, and;

WHEREAS, the City advertised for its position of Deputy Clerk and received 13 applications for the position and interviewed 4 candidates for said position, and;

WHEREAS, after completing the formal interview process the Council decided that the best candidate for the position is Janelle Gildemeister, and;

WHEREAS, the Council sets the starting wage for Janelle Gildemeister at \$18.00 per hour and the starting date as May 11, 2016, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mayer, Minnesota, that Janelle Gildemeister is appointed to the position of Deputy Clerk for the City of Mayer with a start date of May 11, 2016 at a wage of \$18.00 per hour with full benefits.

Adopted by the City Council of the City of Mayer, Minnesota this 25th day of April, 2016.

Gerald W. Thomas, Mayor

ATTEST: _____
Lois Maetzold, City Clerk

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 25, 2016
Item Name: Liquor License
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 approving the off sale liquor license for Mayer Wine and Spirits.

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

Mayer Wine and Spirits has been sold. The new owner is Mathew Burleson and the trade name of the business is Barrelz Incorporated. He will continue to do business under the Mayer Wine and Spirits name.

When a business that sells liquor changes names the liquor license must also be changed. The City is in receipt of an off sale liquor license from Mathew Burleson for Mayer Wine and Spirits.

City Staff is requesting approval of the liquor license. The appropriate fee will be paid, background check will be completed and insurance information will be on file before issuance of the license.

Staff is recommending approval of the liquor license for Barrelz Incorporated doing business as Mayer Wine and Spirits.

FINANCIAL IMPLICATIONS:	ADVISORY BOARD RECOMMENDATIONS:
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Funding Sources & Uses:

Budget Information:

_____ Budgeted

_____ Non Budgeted

_____ Amendment Required

Other _____

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

City of Mayer – PO Box 102, Mayer, MN 55360 952-657-1502

2016 CITY LIQUOR LICENSE APPLICATION

(Licensing Period: March 1, 2016 through February 28, 2017)

Whoever shall knowingly and willfully falsify the answers to the following questionnaire shall be deemed guilty of perjury and shall be punished accordingly. Every question must be answered.

Application: New or Renewal

License Types Apply for: (Check All that apply)	Type of License	License Fee	Total Fee Due
	<input type="checkbox"/> On-Sale	\$1,800.00	\$ _____
	<input checked="" type="checkbox"/> Off-Sale	\$ 100.00	\$ _____
	<input type="checkbox"/> Wine License	\$ 200.00	\$ _____
	<input type="checkbox"/> 3.2 Beer License	\$ 200.00	\$ _____
	<input type="checkbox"/> Special Sunday On-Sale	\$ 200.00	\$ _____
	<input type="checkbox"/> 2:00 a.m. Closing	\$ based on sales	\$ _____
	<input type="checkbox"/> Delinquent Utility Bill	\$ _____	\$ _____
		Total Due	\$ _____

Applicant Information

Applicant Name: Matthew Burleson

Home Address: 223 Phipps Ave City Lice Lake ST WI Zip 54868

Phone #'s Home- 715-790-1655 Business _____ Cell _____ Fax _____

In the past year has applicant or any associate or establishment in the application ever been convicted of any liquor law violation? No Yes, If yes give date and details: _____
(Add Extra Sheet if needed)

Business Information

Trade Name: Barrelz Incorporated Doing Business As (DBA): Mayer Wine and Spirits

Business Address: 212 Ash Ave N City Mayer ST MN Zip 55360

Phone #'s Home- _____ Business _____ Cell 715-790-1655 Fax _____

State Tax ID# _____ Federal Employee Identification Number (FEIN) _____

Workers Comp Ins. Name: _____

Premises Owner(s): (This information will be used for your background check)

Name Matthew D Burleson Date of Birth _____ Drivers Lic # _____
First Middle Last

Name _____ Date of Birth _____ Drivers Lic # _____
First Middle Last

State the name(s) of person(s) who will operate the establishment if different than the applicant or owner:

The applicant, and any associates in this application, will strictly comply with all the laws of the State of Minnesota governing the taxation and the sale of intoxicating liquor; rules and regulations promulgated by the Liquor Control Commissioner; and all ordinances of the municipality, and I hereby certify that I have read the foregoing questions and that the answers to said questions are true of my own knowledge. I further understand that an investigation fee not to exceed \$500 shall be charged an applicant by the City or County if the investigation is conducted within the State, or the cost not to exceed \$10,000 if the investigation is required outside the state.

I estimate the area of my establishment, which will be utilized for the purpose of selling or consuming intoxicating liquors, at 600 square feet. The City Council, or its representative(s) will check the scheduled license fee on this area, and I will be notified of any change in the licensed area and the fee. I will pay the specified annual license fee before the license is issued as required by ordinance.

I also understand that I may withdraw this application at any time before the license is issued, but the license will not be issued until the City Clerk receives the proper documentation and specified annual fee.

Applicant Signature Matthew Burleson Date _____



Press Release
Date: April 13, 2016
Time: 11:00 AM
Original

FYI

AGENCY: CARVER COUNTY SHERIFF'S OFFICE
SHERIFF: JIM OLSON (dp601)
CLASSIFICATION: ANNOUNCING THE CARVER COUNTY CITIZEN ALERT SYSTEM
LOCATION: CHASKA, MN
TELEPHONE: 952-361-1212

Carver County Keeps Citizens Safe and Informed with Carver County Citizen Alert System

Residents and Businesses Can Sign Up to Receive Critical Communications and Emergency Alerts

Carver County will be implementing the Carver County Citizen Alert System beginning the week of April 11th (Severe Weather Awareness Week), to communicate with citizens and businesses during emergencies and other critical events. The Carver County Citizen Alert System is provided through Everbridge, a company specializing in mass communication services for government organizations, to keep residents, safe and informed with quick and reliable emergency notifications and public service announcements. Residents are encouraged to register immediately to receive these alerts by going to the Carver County website or at this link: <http://www.co.carver.mn.us/government/public-safety/citizen-alert-system>.

It is important to note that there are two separate types of alerts that will be used to notify Carver County residents. Please see below for more information:

1). Emergency Alerts – Residents/businesses who have a landline *will* receive these alerts *without* opting in

The Carver County Citizen Alert system is a mass notification system designed for time-sensitive emergency situations that will be used to notify you about imminent threats that affect your health and safety and/or risks to property. The system will send emergency messages to your residence or business landline (if you have one), and to any other phone number or device you choose to enter into the system. Some examples of Emergency Alerts are:

- Missing children or vulnerable adults
- Events (human made or natural disasters) that would require area evacuation or shelter-in-place due to imminent threats to health, safety or property and would require immediate action to ensure public safety.
- Any other imminent threats to health, safety or property that would require immediate action to ensure safety.

2). Weather and other General Alerts – Residents/businesses would need to opt-in for these alerts

The Carver County Citizen Alert System also allows residents to **opt-in** to receive additional notifications via phone calls, text messaging, e-mail and more based on locations you care about. You can choose to receive notifications about events that may affect specific Carver County locations such as your city, home, workplace and more. You may opt in to receive Citizen Alert messages via the contact methods you choose to provide, which may include mobile phone, text message, home phone, or even through a **special app** that can be downloaded to a mobile device. Some examples of optional alerts you can choose to be notified of are:

- Severe Weather Watches and Warnings
- Tornado Watches and Warnings
- Fire Weather Watches and Warnings
- City Sewer and Water Emergencies
- Unplanned Road Closures

“We have a commitment to ensure public safety, community awareness and emergency response. To uphold this, when critical information and public service announcements are available, we need to reach our residents as quickly and reliably as possible,” said Sheriff Olson. “The Carver County Citizen Alert System allows Carver County to disseminate this information across all types of devices ensuring residents have access to real-time public information when they need it the most.”

Sheriff Olson encourages citizens to sign up now for the Carver County Citizen Alert System to receive emergency alerts and other critical information during time-sensitive situations.

If you need assistance from police, fire or medical personnel call 9-1-1. Anyone with information related to this incident or any crime is asked to contact the Carver County Sheriff's Office at 952-361-1212, after hours call 952-361-1231, or you may leave an anonymous message on the tip line at 952-361-1224. You may also use the tip form on the Sheriff's Office web site at <http://www.co.carver.mn.us/departments/county-sheriff/crime-prevention/crime-tips>.